

# **FIDDLER'S CREEK**

**COMMUNITY DEVELOPMENT**

**DISTRICT #1**

**February 22, 2023**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**AGENDA  
LETTER**

# Fiddler's Creek Community Development District #1

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889

February 15, 2023

Board of Supervisors  
Fiddler's Creek Community Development District #1

**ATTENDEES:**  
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #1 will hold a Regular Meeting on February 22, 2023 at 8:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items (*3 minutes per speaker*)
3. Quality Control Lake Report, *SOLitude Lake Management, LLC*
  - February 2023
4. Health, Safety and Environment Report
  - A. Irrigation and Pressure Cleaning Efforts
  - B. Security and Safety Update
5. Developer's Report
6. Engineer's Report: *Hole Montes, Inc.*
7. Consideration of Award of Contract for Lake and Wetland Maintenance
8. Discussion/Consideration of Landscape Architect (*to be provided under separate cover*)
9. Consideration of First Horizon Bank Remaining Renewal Loan Documents
  - A. Consideration of Renewal Revolving Credit Note
  - B. Consideration of Amended and Restated Revolving Loan Agreement
10. Acceptance of Unaudited Financial Statements as of January 31, 2023
11. Approval of January 25, 2023 Regular Meeting Minutes

12. Action/Agenda or Completed Items

13. Staff Reports

A. District Counsel: *Woodward, Pires and Lombardo, P.A.*

B. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: March 22, 2023 at 8:00 AM

- QUORUM CHECK

SEAT 1	JOSEPH BADESSA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	TORBEN CHRISTENSEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JOSEPH SCHMITT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ROBERT SLATER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	FRANK WEINBERG	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

C. Operations Manager: *Wrathell, Hunt and Associates, LLC*

14. Supervisors' Requests

15. Public Comments

16. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chesley E. Adams, Jr.  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 709 724 7992**

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

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## FIDDLER'S CREEK CDD #1 Quality Control Lake Report

#	Inspection Date	Action Items Observed	*Treatment Date	* Target
Group C				
36	2/3/23	No action necessary at this time		
37 A/B	2/3/23	No action necessary at this time		
38 A/B/C	2/3/23	No action necessary at this time		
39 A/B	2/3/23	SFA in littoral shelf	2/9/2023	SFA
40 A/B	2/3/23	SFA in littoral shelf	2/9/2023	SFA
41 A/A1	2/3/23	No action necessary at this time		
41 B1/B2/C	2/3/23	SFA in littoral shelf	2/9/2023	SFA
42 A/B	2/3/23	No action necessary at this time		
43B	2/3/23	SFA in littoral shelf	2/9/2023	SFA
44	2/3/23	No action necessary at this time		
50B	2/3/23	Tg in littoral shelf	2/9/2023	Tg
50A	2/3/23	Tg in littoral shelf	2/9/2023	Tg
65B	2/3/23	No action necessary at this time		
65E1	2/3/23	Small patch of bul on homeowners side	2/9/2023	Bul
70A	2/3/23	No action necessary at this time		
78A	2/3/23	No action necessary at this time		
79A	2/3/23	No action necessary at this time		

\* Treatment dates and targets are susceptible to change due to site conditions: wind, rain, flooding etc.

Abbreviation Key									
Alligator Weed	Aw	Chara	Ch	Illinois Pondweed	Pi	Southern Naiad	Ns	Water Hyacinth	Wh
Bottom Algae	Ba	Crested Floating Heart	CFH	Pennywort	Pw	Surface Filamentous Algae	SFA	Water Lettuce	WL
Bulrush	Bul	Duckweed	Dw	Primrose	Pr	Torpedograss	Tg	Brazilian Pepper	BP
Cattails	Ct	Hydrilla	H	Planktonic Algae	Pa	Vines	Vi		

# FIDDLER'S CREEK CDD #1 Quality Control Lake Report



**FIDDLER'S CREEK CDD #1**  
**Quality Control Lake Report**

#	Re-Evaluation	Action Items Observed	Completed
Group B			
34A	February 2023	Spot treat outer edge of littoral shelf for SFA and CFH	Treatment follow up 2/21/2023
34B	February 2023	Tg in littoral shelf on golf course side, spot treat	Treatment follow up 2/21/2023
FC-2 (A/B)	February 2023	CFH and SFA	Treatment was efficacious, will continue to monitor
FC-4	February 2023	Torpedograss along preserve	Treatment damage noted, retreatment scheduled 2/21/2023
FC-5	February 2023	Torpedograss along preserve	Treatment damage noted, retreatment scheduled 2/21/2023

\* This portion will be completed the month following the initial inspection when the action items were identified to ensure compliance\*



## FIDDLER'S CREEK CDD #1 Quality Control Lake Report



**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**4A**

A blue ribbon graphic with a 3D effect, featuring a darker blue shadow on the left side. The ribbon is horizontal and contains white text.

CDD 1 Pressure Washing/  
Irrigation

- CDD I  
CONTRACTED  
RESPONSIBILITIES

- 1. Tree Canopy Trimming
- 2. Irrigation
  - [irrigation@fiddlerscreek.com](mailto:irrigation@fiddlerscreek.com)
- 3. Pressure Washing
  - [Pressurewashing@fiddlerscreek.com](mailto:Pressurewashing@fiddlerscreek.com)

## • IRRIGATION PROJECTED USAGE

- 19 Programmed Village Satellites
  - Monday, Wednesday, Saturday
  - 9:00pm-8:00am
  - 14 Run Cycles no rain holds
- 11 Programmed Common Satellites
  - Tuesday, Thursday, Sunday
  - 14 Run Cycles no rain holds
- January Water Estimated Usage
  - 3,460,660 Gallons
- Total Water Usage in January was 53,536,037 Gallons versus 55,848,304 Gallons in 2022



- Pressure Washing
  - Finished Pressure washing Fiddlers Creek Parkway and Marsh Point Parking lot.
- Currently Pressure washing Mahogany Bend Drive
  - Championship Drive is the next area intended to be pressured washed
  - Marsh Cove is projected to be the next area after Championship is completed



**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**4B**

# Safety Department Update

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Department of Safety, Health & Environment

DIRECTOR – Ryan Hennessey  
SAFETY MANAGER – Richard Renaud



Fiddler's Creek®



# Gate Access Control

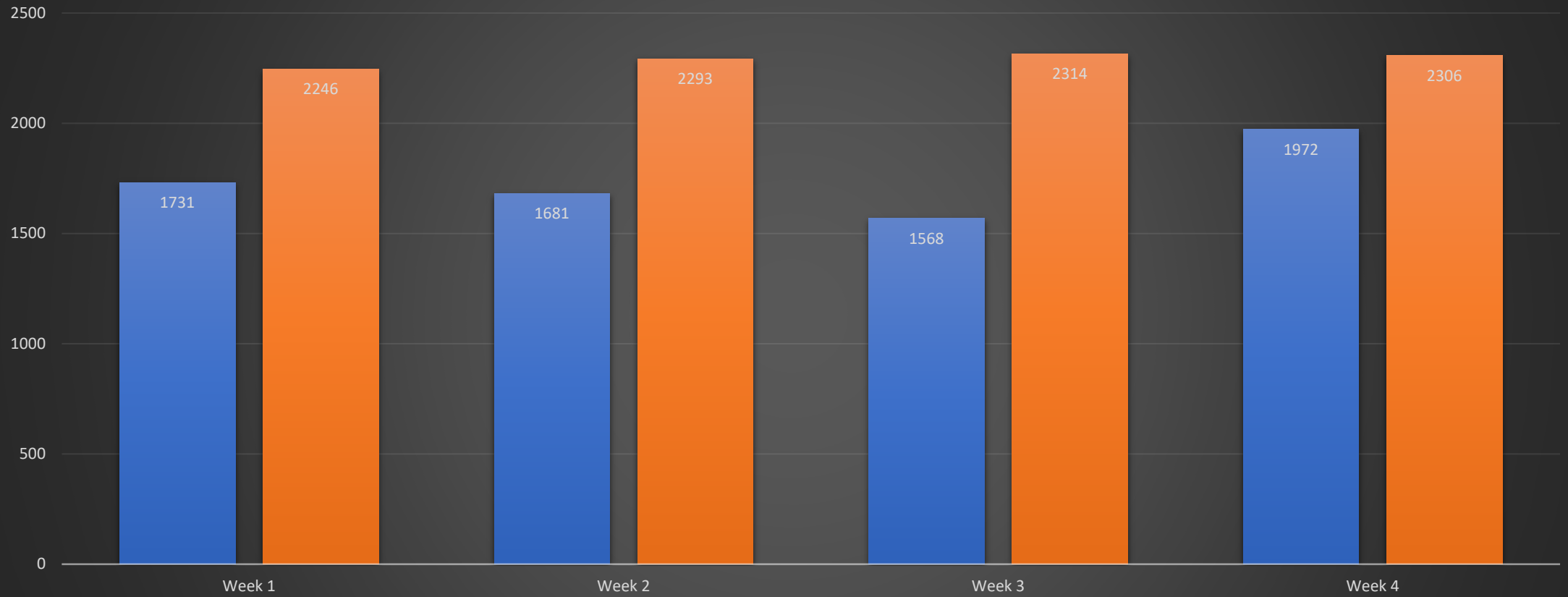
- Call the automated gate house at 239-529-4139
- Enter your guest information on the member's website
- Use the Fiddler's Creek mobile app to register guests
- IF YOU EXPERIENCE DIFFICULTY WITH ANY OF THESE,  
PLEASE SEND THE INFORMATION TO  
[safety@fiddlerscreek.com](mailto:safety@fiddlerscreek.com), ALWAYS INCLUDE YOUR NAME  
AND ADDRESS.
- **Community Patrol 239-919-3705**

**WE ARE NOT FIRST RESPONDERS, ALWAYS CALL 911 FOR AN  
EMERGENCY**

**THEN CALL COMMUNITY PATROL TO INFORM THEM OF THE  
INCIDENT**

# Occupancy: Dec. 2022 - Jan. 2023

Total Units 3114



■ 22-Dec ■ 23-Jan

# GATEHOUSES and PATROLS

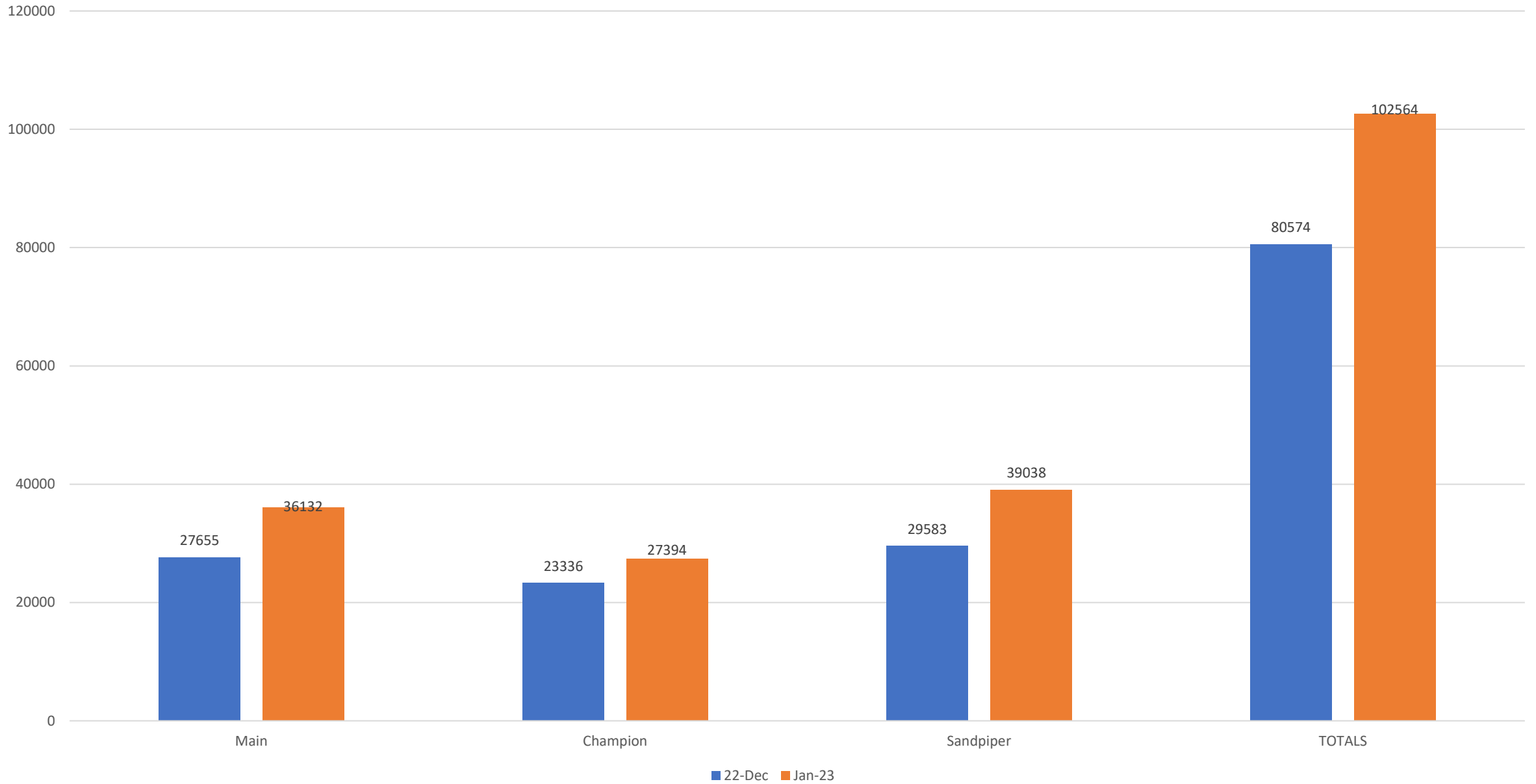
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- Sandpiper, Championship, Main
- 24x7
- 2 Patrols per shift.
- 24x7

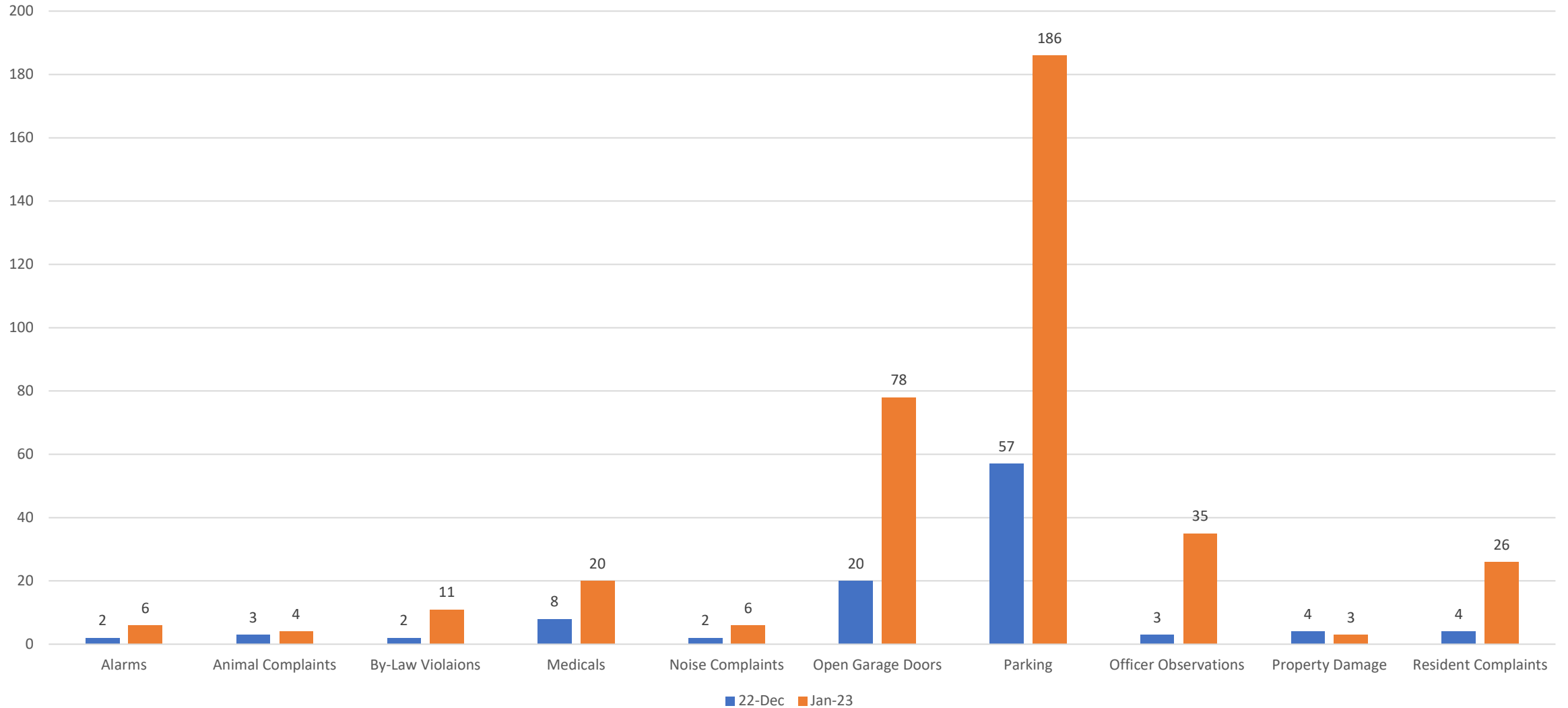


# Gatehouse Activity by Gate

## December, 2022 - January 2023



### Incident Reports / Responses Dec., 2022 - Jan., 2023



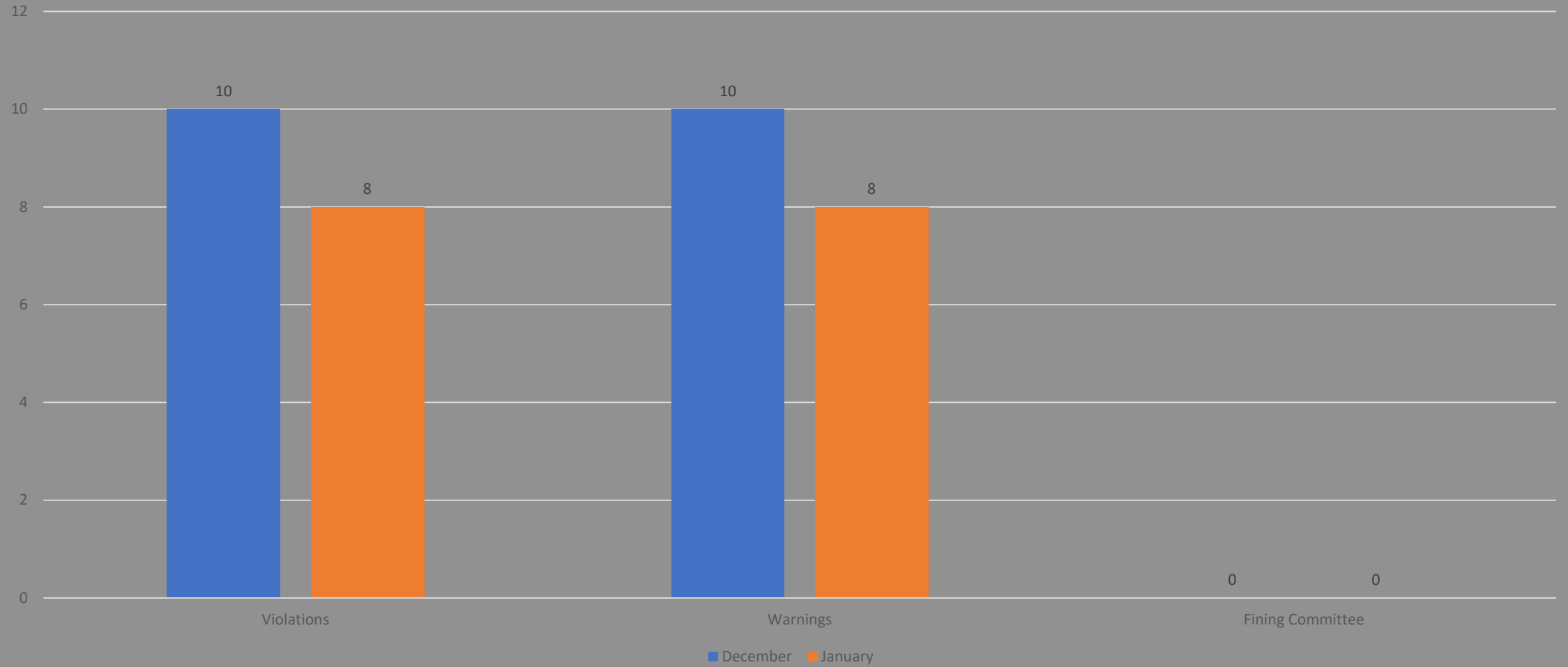
# SPEED DETECTION and ENFORCEMENT

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- Portable speed detection device.
- Deployed throughout Fiddler's Creek at random
- Fixed devices located on Fiddler's Creek Parkway and Cherry Oaks Trail



# Traffic Hawk Speed Violations December-January



QUESTIONS?

- Thank you





**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

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**MEMORANDUM**

Date: February 22, 2023

To: Fiddlers Creek CDD #1 Board of Supervisors

From: Cleo Adams – District Manager

Subject: Consideration of Award of Contract – Lake & Wetland Maintenance

Cc: File

Your lake and wetland contract with Solitude Lake Management (formally Lake Masters) is set to expire February 28<sup>th</sup>. Staff recently solicited a Request for Proposals (RFP) from three contractors with all submitting a bid, based on the contract specifications provided by the district.

As is typical with the district’s contracts, this is a one-year contract with a second-year option for renewal, at the sole discretion of the district. The financial tabulation is as follows:

<b><u>Company:</u></b>	<b><u>1<sup>st</sup> Year Price:</u></b>	<b><u>2<sup>nd</sup> Year Price:</u></b>
• Solitude Lake Management	\$173,808.00	\$173,808.00
• Premier Lakes, Inc.	\$175,920.00	\$181,200.00
• Superior Waterway Services	\$193,379.49	\$199,201.37

Your current contractor, Solitude Lake Management (formally Lake Masters) has been maintaining you lakes and wetlands for the past four years; their submitted proposal has deceased since the change order approved by the Board in May, 2022. It should also be noted that Solitude Lake Management is the current contractor for CDD #2.

Although a relatively new company, Premier Lakes Staff are well known to Fiddlers Creek, and have the capability of maintaining the contract. Their local office is based out of Punta Gorda; established in 2022. Their reference list includes Orchid Island Golf and Beach Club, Quail Valle Golf Club, Habitat CDD and River Ridge CDD.

Superior Waterway Services, Inc. bid proposal is being deemed as not responsive as their bid submittal is extremely high.



**Wrathell, Hunt and Associates, LLC**

The current contract price is \$185,164.00 and Solitude Lake Management has submitted a proposal of \$173,808.00 which is a \$11,356.00 decrease (approximately 6.2%).

Your current budget has allocated \$187,250.00 for lake maintenance and \$27,506.00 for Belle Meade giving you a total of \$214,756.00 allocated for lake and wetland services.

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

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**LOAN DOCUMENT INDEX**

BORROWER:	FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1	
LOAN AMOUNT:	\$500,000.00 renewal RLOC	
	SIGNED/IN FILE	
Corporate Borrowing Certificate		
Loan Expense Summary		
Renewal Revolving Line of Credit Promissory Note		
Amended and Restated Loan Agreement		
Acknowledgment of Non-Representation		
Compliance Agreement		
Collateral Assignment and Security Agreement		
UCC-1 Form		

**LOAN EXPENSE SUMMARY  
FOR LOAN RELATED EXPENSES PAID AT CLOSING**

BANK: FIRST HORIZON BANK, a Tennessee state-chartered bank  
BORROWER: FIDDLER'S CREEK COMMUNITY DEVELOPMENT  
DISTRICT #1, a community development district of the  
State of Florida  
DATE OF CLOSING: February \_\_\_\_, 2023  
AMOUNT OF LOAN: \$500,000.00  
LOAN EXPENSES:

Bank Legal Counsel Fees – Dentons Cohen & Grigsby P.C.	\$3,500.00
UCC Lien Search – Dentons Cohen & Grigsby P.C.	150.00
File UCC – State of Florida	40.00
Loan Renewal Fee	<u>1,250.00</u>
 TOTAL EXPENSES	 \$4,940.00

The undersigned hereby certify that they have carefully reviewed the settlement statement form, and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the settlement statement form to be paid on their behalf. We further certify that we have received a copy of the settlement statement.

**FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1,**  
a community development district of the State of Florida

\_\_\_\_\_  
By: Robert Slater, as Chairman of  
Board of Supervisors

\_\_\_\_\_  
By: Chelsey E. Adams, Jr., as District Manager  
and Secretary

**ACKNOWLEDGMENT OF NON-REPRESENTATION**

LENDER: FIRST HORIZON BANK, a Tennessee state-chartered bank

BORROWER: FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a community development district of the State of Florida

LOAN AMOUNT: \$500,000.00

CLOSING DATE February \_\_\_\_, 2023

**THE UNDERSIGNED** acknowledges, understands and agrees that in connection with the above-referenced Loan, Douglas L. Waldorf, Esq., of Dentons Cohen & Grigsby P.C. represents only the interests of Lender and does not, in any capacity, represent the above Borrower.

Said attorney has not provided legal advice to Borrower of this loan. Borrower retained its own legal counsel in this regard.

**BORROWER:** **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1,**  
a community development district of the State of Florida

\_\_\_\_\_  
By: Robert Slater, as Chairman of Board of Supervisors

\_\_\_\_\_  
By: Chelsey E. Adams, Jr., as District Manager and Secretary

## COMPLIANCE AGREEMENT

**BANK'S NAME AND ADDRESS:** FIRST HORIZON BANK, a Tennessee state-chartered bank  
2150 Goodlette Road North  
Naples, FL 34102

**BORROWERS' NAMES:** FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #1, a community  
development district of the State of Florida

**BORROWERS' MAILING ADDRESS:** 2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**LOAN AMOUNT:** \$500,000.00

**EFFECTIVE DATE:** February \_\_\_\_, 2023

Borrower, in consideration of Lender (which term shall include Lender's successors and assigns) closing a loan (hereafter referred to as the "**LOAN**") in the amount described above for the benefit and account of Borrower, covenants and agrees that if at any time Lender discovers any error and/or omission in any document or instrument executed by Borrower in connection with the Loan, then Borrower, shall execute properly and deliver promptly to Lender any document or instrument that Lender deems necessary or reasonably required to correct such error(s) and/or omission(s) including, but not limited to, any errors or omissions in any document or instrument executed by Borrower, or which should have been executed by Borrower, in connection with the Loan which Lender deems necessary to cause the Loan, as documented, to comply in all material respects with the terms and conditions of any applicable commitment letter, term sheet or Lender internal approval authorization documents. Borrower understands that in order to correct an error and/or omission in the promissory note (hereafter referred to as the "**NOTE**") which evidences the Loan and/or the security agreement (hereafter referred to collectively as "**SECURITY INSTRUMENT**") which secures the Note, and/or any other document or documents executed by Borrower in connection with the Loan (hereafter referred to individually as a "**LOAN DOCUMENT**" and collectively as the "**LOAN DOCUMENTS**"), it may be necessary for the Borrower to execute a "new", "corrected" or "replacement" Note and/or Security Instrument and/or Loan Document or Loan Documents, and Borrower hereby agrees to execute properly, and to cause any third party thereat to execute properly, and to deliver promptly to Lender such "new" Note and/or Security Instrument and/or Loan Document or Loan Documents.

Borrower also covenants and agrees: (1) that the terms of this Compliance Agreement constitute an additional covenant of the Note and Security Instrument; (2) that in the event Borrower does not execute properly and deliver promptly to Lender any and all of the documents referred to above and take such further action as Lender may deem necessary or desirable within ten (10) days after Borrower's receipt of Lender's request for same, then Lender may, in its sole discretion, deem Borrower's failure to comply timely with Lender's request as a default under the terms and conditions of the Note and Security Instrument and applicable Loan Document and Lender may then proceed to enforce its rights under the Note and Security Instrument and applicable Loan Document, which enforcement may include acceleration of all sums due under the Note and, in the event such sums are not promptly paid, foreclosure of the Security Instrument that encumbers the collateral described therein; and (3) that time is of the essence with respect to Borrower's obligations hereunder.

It is not necessary for Bank to inquire into the powers of any of the officers, directors, partners, member, or other agents acting or purporting to act on the entity's behalf, and any obligations made



or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

Borrower has signed, sealed and delivered, this Compliance Agreement on the date first written above.

**BORROWER:**

**FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #1,**  
a community development district of the State of  
Florida

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By: Robert Slater, as Chairman of  
Board of Supervisors

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By: Chelsey E. Adams, Jr., as District Manager  
and Secretary

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Douglas L. Waldorf, Esq. (239) 390-1900
B. Email Address <a href="mailto:douglas.waldorf@dentons.com">douglas.waldorf@dentons.com</a>
C. SEND ACKNOWLEDGEMENT TO: Name Douglas L. Waldorf, Esq.
Address Dentons Cohen & Grigsby P.C.
Address Mercato Suite 6200   9110 Strada Place
City/State/Zip Naples, Florida 34108-2938

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

**1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names**

1.a ORGANIZATION'S NAME FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One 2300 Glades Road				
Suite 410W	CITY Boca Raton	STATE FL	POSTAL CODE 33431	COUNTRY USA

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names**

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2.c MAILING ADDRESS Line One				
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)**

3.a ORGANIZATION'S NAME FIRST HORIZON BANK, a Tennessee state-chartered bank				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3.c MAILING ADDRESS Line One 2150 Goodlette Road North				
MAILING ADDRESS Line Two	CITY Naples	STATE FL	POSTAL CODE 34102	COUNTRY

**4. This FINANCING STATEMENT covers the following collateral:**

AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

5. ALTERNATE DESIGNATION (if applicable)  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  
 AG LIEN  NON-UCC FILING  SELLER/BUYER

**6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX**

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.  
 Florida Documentary Stamp Tax is not required.

**7. OPTIONAL FILER REFERENCE DATA**

## EXHIBIT "A" TO UCC-1

(1) all of Debtor's non-ad valorem regular or special assessments now existing or hereafter levied ("Assessments"); and,

(2) all liens and claims of lien now or hereafter filed or recorded by Debtor for any unpaid Assessments referenced in section (1) above, without limitation, the right to record a lien or foreclose such lien for the failure to pay the same; and,

(3) all accounts and general intangibles (including payment intangibles) now existing or hereafter arising to the extent related solely to the Assessments referenced in section (1) above; and,

(4) any deposit account of Debtor held with Creditor but only to the extent solely related to deposit payments of from the assessment referenced in section (1) above; and,

(5) all of the receivables, proceeds and products of the foregoing.

## COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Collateral Assignment and Security Agreement (the "Security Agreement"), made February \_\_\_\_, 2023, by FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a community development district of the State of Florida ("Borrower") to FIRST HORIZON BANK, a Tennessee state-chartered bank, as successor in interest to IberiaBank ("Bank").

### W I T N E S S E T H:

WHEREAS, Bank has agreed to renew a loan to Borrower in the amount of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) (the "Loan") and

WHEREAS, as a condition to granting the Loan, Bank has required Borrower to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the Loan, Borrower hereby covenants, agrees, warrants, represents, assigns, sets over and transfers as set forth herein:

1. COLLATERAL. The items which shall be the subject of this Security Agreement, and which are referred to as "Collateral" are as follows:

The Loan shall be secured by a first priority lien on the following collateral:

(a) all of Borrower's non-ad valorem regular and special assessments now existing or hereafter levied ("Assessments"); and,

(b) all liens and claims of lien now or hereafter filed or recorded by Borrower for any unpaid Assessments referenced in section (a) above, without limitation, the right to record a lien or foreclose such lien for the failure to pay the same; and,

(c) all accounts and general intangibles (including payment intangibles) now existing or hereafter arising to the extent related solely to the Assessments referenced in section (a) above; and,

(d) any deposit account of Borrower held with Bank but only to the extent solely related to deposit payments of from any Assessments referenced in section (a) above; and,

(e) all of the receivables, proceeds and products of the foregoing.

All of the foregoing may hereafter collectively be referred to as the "Collateral".

2. ASSIGNMENT AND SECURITY INTEREST. Borrower hereby assigns, transfers and sets over unto Bank and grants Bank a security interest in all of its right, title and interest in and to the Collateral and all rights and benefits therefrom as security for the full, timely and faithful repayment by the Borrower of the Loan and performance by Borrower of all of its obligations under the Loan Documents which shall include the revolving credit note of even date herewith executed by Borrower and delivered to Bank. Borrower covenants and warrants that it has or will budget from the regular maintenance reserve and assessment of each member of Borrower such amounts as are required to repay the Loan or, in the alternative, will levy and use commercially reasonable efforts to collect such special or emergency assessment as is required to repay the Loan. For purposes hereof, the term

“Loan Documents” means documents and instruments executed and delivered by either or both of the parties in order to document the Loan.

3. BORROWER’S RIGHTS TO USE COLLATERAL. Until the occurrence of a Default (as hereafter defined) in this Security Agreement or under any of the Loan Documents and the expiration of any applicable notice and/or cure periods, Borrower may retain, use and enjoy the benefits of the Collateral.

4. BORROWER TO PERFORM OBLIGATIONS. Borrower agrees to faithfully observe and perform all of the obligations and agreements imposed upon it under its Articles of Incorporation, Bylaws, and other governing documents for Borrower, as such have been amended from time to time (collectively, “Governing Documents”) and to levy and use commercially reasonable efforts to collect all assessments necessary to repay the Loan. From and after the date hereof, Borrower will submit any material alterations or amendments to its assessment rights under its Governing Documents to the Bank for approval by Bank which approval will not be unreasonably withheld, conditioned or delayed. The foregoing notwithstanding, Bank shall be deemed to have approved any such alteration or amendment if Bank should fail to respond within thirty (30) days from the date said proposed alteration or amendment is delivered to Bank. Borrower agrees to make and use commercially reasonable efforts to collect all assessments which are necessary for the prompt payment of the Loan. Borrower's agreement to make and use commercially reasonable efforts to levy or to collect all assessments may be enforced by a suit for specific performance in addition to any other remedies available under Florida law.

5. BANK ASSUMES NO DUTY. Bank will not be deemed in any manner to have assumed any duties or obligations under Borrower's Governing Documents. Borrower agrees to indemnify and to hold Bank harmless of and from any liability, loss or damages which Bank may or might incur by reason of any claims or demands against Bank based on its alleged assumption of Borrower's duty and obligation to perform and discharge its duties under its Governing Documents.

6. REMEDIES. Borrower’s failure to pay any sums due hereunder within five (5) days of the due date of same, and Borrower’s failure to comply with any other non-monetary requirements hereof within five (5) days of the due date of same shall be a default (“Default”). After the occurrence of a Default and applicable notice and opportunity to cure as provided for in the Loan Agreement between Borrower and Bank of even date herewith, and to the extent allowed by applicable law, Bank may elect to exercise any and all of its legal and equitable remedies, and all of Borrower's rights and remedies under the Governing Documents as to the Collateral, without any interference or objection from Borrower, and Borrower shall cooperate in causing its Members to comply with this Security Agreement. Bank's remedies may, at its option, include an action for specific performance.

7. COSTS AND EXPENSES. All of the foregoing powers herein granted Bank shall be liberally construed. Bank need not expend its own funds in the exercise of such power, but if it does, such amounts (to the extent the same were reasonably incurred) shall be considered as advances for and on behalf of Borrower secured by this Assignment and also secured by the Note and other Loan Documents. Any amounts so advanced, including costs and attorney fees, shall bear interest at the then current rate prescribed in the Note.

8. LIST. In the event of a Default, Borrower shall, upon request of Bank, furnish Bank a complete list of all Members and their addresses.

9. NON-WAIVER. Any failure on the part of the Bank promptly to exercise any option hereby given or reserved shall not prevent the exercise of any such option at any time thereafter. Bank may pursue and enforce any remedy of remedies accorded it herein independently or, in conjunction

or concurrently with, or subsequent to its pursuit and enforcement or any remedy or remedies which it may have under the Note.

10. BORROWER'S WARRANTIES AND AGREEMENT NOT TO FURTHER ENCUMBER.

Borrower warrants and represents:

- (a) That it has the right to execute and deliver this Security Agreement.
- (b) That it has made no prior assignments of the Collateral that are still outstanding;
- (c) To Borrower's actual knowledge, that all rights of Borrower in the Collateral are in full force and effect on the date hereof, subject to no defenses or counterclaims whatsoever; and
- (d) To Borrower's actual knowledge, there exists no event, condition or occurrence which constitutes, or which with notice or the passage of time or both would constitute, a breach of or default under any terms or conditions of any of the Collateral. Borrower also hereby covenants and agrees not to do any act which would destroy or impair the security to the Bank of this Security Agreement.
- (e) Borrower further specifically agrees not to further encumber the Collateral.

11. LAW GOVERNING/SEVERABILITY. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida exclusive of choice of law rules. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or be invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Security Agreement. This Security Agreement may be signed in counterpart.

12. NOTICE. Notices required hereunder shall be given to the parties as required under the Loan Agreement of even date herewith and to the addresses as follows:

To Borrower: FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1  
Attn: Robert Slater, Chairman  
2300 Glades Road, Suite 401W  
Boca Raton, FL 33431

To Bank: FIRST HORIZON BANK  
Attn: Ryan S. Ulrich, Vice President  
2150 Goodlette Road North  
Naples, FL 34102

or to such other address specified in writing by one party to the other in accordance herewith.

13. Waiver of Jury Trial. In the event that the foregoing binding arbitration provision is deemed unenforceable, and thus Bank and Borrower are required to litigate in court, Bank and Borrower hereby waive the right to any jury trial in any action or proceeding between the parties, whether arising out of or relating to this Agreement brought by either party against the other.

IN WITNESS WHEREOF, Borrower has caused this Collateral Assignment and Security Agreement to be executed effective as of February \_\_\_\_, 2023.

\_\_\_\_\_  
Witness

Print Name\_\_\_\_\_

FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #1, a community  
development district of the State of Florida

By:\_\_\_\_\_  
Robert Slater, as Chairman of the  
Board of Supervisors

\_\_\_\_\_  
Witness

Print Name\_\_\_\_\_

\_\_\_\_\_  
Witness

Print Name\_\_\_\_\_

By:\_\_\_\_\_  
Chelsey E. Adams, Jr., as District Manager  
and Secretary

\_\_\_\_\_  
Witness

Print Name\_\_\_\_\_

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**9A**





## RENEWAL REVOLVING CREDIT NOTE

\$500,000.000

February \_\_\_\_, 2023

ON OR BEFORE February \_\_\_\_, 2024 (the "Termination Date"), the undersigned, **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**, a community development district of the State of Florida ("Maker"), promises to pay to the order of **FIRST HORIZON BANK, a Tennessee state-chartered bank**, as successor in interest to IberiaBank, having a place of business in Collier County, Florida ("Bank"), the principal sum of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00), value received, together with interest from date until maturity, upon disbursed and unpaid principal balances. This Note renews that certain Business Line of Credit Agreement and Disclosure dated October 26, 2020.

Disbursements under this Note are subject to the provisions hereof and of that certain Amended and Restated Revolving Loan Agreement, dated of even date, among the Maker, the Bank and certain guarantors therein mentioned and described, as said agreement may be amended, modified, or restated from time to time (the "Loan Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreement.

This Note shall be payable and bear interest at the rate as set forth in the Loan Agreement, the terms of which are incorporated herein by reference.

Any amounts not paid when due hereunder (whether by acceleration or otherwise) shall bear interest after maturity at the Default Rate.

For any payment which is not made within ten (10) days of the due date for such payment, the Maker shall pay a late fee. The late fee shall equal five percent (5%) of the unpaid portion of the past-due payment.

This Note is secured by the Security Documents and may now or hereafter be secured by other mortgages, trust deeds, assignments, security agreements, or other instruments of pledge or hypothecation.

All installments of interest, and the principal hereof, are payable at the office of **FIRST HORIZON BANK, a Tennessee state-chartered bank**, 2150 Goodlette Road North, Naples, FL 34102, or at such other place as the holder may designate in writing, in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

If the Maker shall fail to make payment of any installment of principal or interest, when due or upon any default in the terms and provisions of any of the Security Documents, or upon any default in any other mortgage, trust deed, security agreement, or other instrument of pledge or hypothecation which now or hereafter secures the payment of the indebtedness evidenced hereby, or upon the occurrence of any Event of Default under the Loan Agreement, or upon the dissolution

of Maker or upon any default in the payment or performance of any other indebtedness, liability or obligation now or hereafter owed by the Maker to the holder hereof, and following any applicable cure period, then and in any such event, the entire unpaid principal balance of the indebtedness evidenced hereby, together with all interest then accrued, shall, at the absolute option of the holder hereof, at once become due and payable, without demand or notice, the same being expressly waived and Bank may exercise any right, power or remedy permitted by law or equity, or as set forth herein or in the Loan Agreement or any other Loan Document.

If this Note is placed in the hands of an attorney for collection, by suit or otherwise, or to protect the security for its payment, or to enforce its collection, or to represent the rights of the Bank in connection with any loan documentation executed in connection herewith, or to defend successfully against any claim, cause of action or suit brought by the Maker against the Bank, the Maker shall pay on demand all costs of collection and litigation (including court costs), together with a reasonable attorney's fee. These include, but are not limited to, the Bank's reasonable attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction) and appeals.

To the extent permitted by applicable law, the Bank reserves a right of setoff in all the Maker's accounts with the Bank (whether checking, savings, or some other account). This includes all accounts the Maker may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. The Maker authorizes the Bank, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at the Bank's option, to administratively freeze all such accounts to allow the Bank to protect the Bank's charge and setoff rights provided in this paragraph.

The undersigned agrees to furnish a current financial statement as provided for in the Loan Agreement or upon the request of the Bank from time to time, and further agrees to execute and deliver all other instruments and take such other actions as the Bank may from time to time reasonably request in order to carry out the provisions and intent hereof.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each business entity that opens an account or obtains a loan. What this means to Maker: When Maker opens an account, or obtains a loan, the Bank will ask for Federal Tax Identification Number, physical street address, full legal name of the Maker and other information that will allow the Bank to identify Maker. The Bank may also ask Maker to provide copies of certain documents that will aid in confirming this information. Failure to provide the required information will result in a violation of Federal law and will constitute a default hereunder.

The Maker and any endorsers or guarantors hereof waive protest, demand, presentment, and notice of dishonor, and agree that this Note may be extended, in whole or in part, without limit as to the number of such extensions or the period or periods thereof, without notice to them and without affecting their liability thereon. Maker agrees that borrowers, endorsers, guarantors and sureties may be added or released without notice and without affecting Maker's liability hereunder. The liability of Maker shall not be affected by the failure of Bank to perfect or otherwise obtain or

maintain the priority or validity of any security interest in any collateral. The liability of Maker shall be absolute and unconditional and without regard to the liability of any other party hereto.

It is the intention of the Bank and the Maker to comply strictly with applicable usury laws; and, accordingly, in no event and upon no contingency shall the holder hereof ever be entitled to receive, collect, or apply as interest any interest, fees, charges or other payments equivalent to interest, in excess of the maximum effective contract rate which the Bank may lawfully charge under applicable statutes and laws from time to time in effect; and in the event that the holder hereof ever receives, collects, or applies as interest any such excess, such amount which, but for this provision, would be excessive interest, shall be applied to the reduction of the principal amount of the indebtedness hereby evidenced; and if the principal amount of the indebtedness evidenced hereby, all lawful interest thereon and all lawful fees and charges in connection therewith, are paid in full, any remaining excess shall forthwith be paid to the Maker, or other party lawfully entitled thereto. All interest paid or agreed to be paid by the Maker shall, to the maximum extent permitted under applicable law, be amortized, prorated, allocated and spread throughout the full period until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. Any provision hereof, or of any other agreement between the holder hereof and the Maker, that operates to bind, obligate, or compel the Maker to pay interest in excess of such maximum effective contract rate shall be construed to require the payment of the maximum rate only. The provisions of this paragraph shall be given precedence over any other provision contained herein or in any other agreement between the holder hereof and the Maker that is in conflict with the provisions of this paragraph.

This Note shall be governed and construed according to the statutes and laws of the State of Florida from time to time in effect, except to the extent that applicable federal law, Chapter 658, Florida Statutes, and Section 687.12, Florida Statutes, may permit the charging of a higher rate of interest than Chapter 687, Florida Statutes, in which event such applicable federal law and/or Florida statutes, as amended and supplemented from time to time shall govern and control the maximum rate of interest permitted to be charged hereunder; it being intended that, as to the maximum rate of interest which may be charged, received, and collected hereunder, those applicable statutes and laws, whether state or federal, from time to time in effect, which permit the charging of a higher rate of interest, shall govern and control; provided, always, however, that in no event and under no circumstances shall the Maker be liable for the payment of interest in excess of the maximum rate permitted by such applicable law, from time to time in effect.

This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by the Maker or by an authorized person. The Bank may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to the Bank are to be directed to the Bank at the Bank's address. No advances shall be made after the Termination Date. The Maker agrees to be liable for all sums either: (a) advanced in accordance with the instructions of an authorized person, or (b) credited to any of the Maker's accounts with the Bank. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by the Bank's internal records, including daily computer print-outs. The Bank will have no obligation to advance funds under this Note if: (a) the Maker or any guarantor is in default under the terms of this Note or any agreement that the Maker or any guarantor has with the Bank, including any agreement made in

connection with the signing of this Note; (b) the Maker or any guarantor ceases doing business or is insolvent; (c) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with the Bank; or (d) the Maker has applied funds provided pursuant to this Note for purposes other than those authorized by the Bank.

Bank is hereby authorized to disclose any financial or other information about Maker to any regulatory body or agency having jurisdiction over Bank and to any present, future or prospective participant or successor in interest in any loan or other financial accommodation made by Bank to Maker. The information provided may include, without limitation, amounts, terms, balances, payment history, return item history and any financial or other information about Maker. However, subject to applicable law, Bank shall use reasonable efforts to protect the confidentiality of the terms and conditions of the Loan in all other respects.

The invalidity or unenforceability of any one or more provisions of this Note shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

The covenants, conditions, waivers, releases and agreements contained in this Note shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns; provided, however, that this Note cannot be assigned by Maker without the prior written consent of Bank, and any such assignment or attempted assignment by Maker without consent shall be void and of no effect with respect to Bank.

Bank may from time to time sell or assign, in whole or in part, or grant participations in, the Loan, this Note and/or the obligations evidenced thereby. The holder of any such sale, assignment or participation, if the applicable agreement between Bank and such holder so provides, shall be: (a) entitled to all of the rights, obligations and benefits of Bank; and (b) deemed to hold and may exercise the rights of setoff or banker's lien with respect to any and all obligations of such holder to Maker, in each case as fully as though Maker were directly indebted to such holder. Bank may in its discretion give notice to Maker of such sale, assignment or participation; however, the failure to give such notice shall not affect any of Bank's or such holder's rights hereunder.

Maker irrevocably appoints itself (if an individual) and each and every member and/or officer of Maker (if an entity) as its attorneys upon whom may be served, by certified mail at the address set forth in the Loan Agreement, or such other address as may be directed by Maker, in writing, any notice, process or pleading in any action or proceeding against it arising out of or in connection with this Note or any other Loan Document; and Maker hereby consents that any action or proceeding against it be commenced and maintained in any state or federal court sitting in Collier County, Florida, by service of process on any such owner, partner and/or officer; and Maker agrees that such courts of the state shall have jurisdiction with respect to the subject matter hereof and the person of Maker and all collateral securing the obligations of Maker. Maker agrees not to assert any defense to any action or proceeding initiated by Bank based upon improper venue or inconvenient forum.

**UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, MAKER HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS NOTE OR ANY OF THE LOAN DOCUMENTS EXECUTED IN CONNECTION HEREWITH OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE MAKER AND BANK. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK TO MAKE THE LOAN AND ENTER INTO THIS AGREEMENT. FURTHER, THE MAKER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT OF JURY TRIAL PROVISION. NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.**

**THIS NOTE RENEWS THAT CERTAIN BUSINESS LINE OF CREDIT AGREEMENT AND DISCLOSURE OF MAKER TO LENDER DATED OCTOBER 26, 2020 ON WHICH APPLICABLE DOCUMENTARY STAMP TAX WAS PAID OR WHICH WAS OTHERWISE EXEMPT FROM SUCH TAX. NO NEW MONEY IS ADVANCED HEREWITH NOR NEW MAKERS ADDED TO THIS NOTE AND THIS NOTE IS EXEMPT FROM PAYMENT OF DOCUMENTARY STAMP TAX**

**FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1,**  
a community development district of the State of Florida

By: \_\_\_\_\_  
Name: Robert Slater  
Title: Chairman of Board of Supervisors

By: \_\_\_\_\_  
Name: Chelsey E. Adams, Jr.  
Title: District Manager and Secretary

MAKER

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**9B**



## **AMENDED AND RESTATED REVOLVING LOAN AGREEMENT**

THIS REVOLVING LOAN AGREEMENT (“Loan Agreement” or “Agreement”) is made February \_\_\_\_, 2023, by and among **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**, a community development district of the State of Florida with its principal place of business at 2300 Glades Road, Suite 401W, Boca Raton, FL 33431 (“Borrower”), **FIRST HORIZON BANK, a Tennessee state-chartered bank**, as successor in interest to IberiaBank, with its principal place of business at 2150 Goodlette Road North, Naples, FL 34102 (“Bank”), and this Loan Agreement amends and restates that certain Business Line of Credit Agreement and Disclosure dated October 26, 2020.

### Recitals of Fact

Borrower has requested that the Bank renew its commitment to make loans and advances and extensions of credit to it on a revolving credit basis in an amount not to exceed at any one time outstanding the principal sum of FIVE HUNDRED THOUSAND AND 00/00 DOLLARS (\$500,000.00) (“Committed Amount”). The Bank has agreed to make such loans and advances and extensions of credit on the terms and subject to the conditions herein set forth.

NOW, THEREFORE, incorporating the Recitals of Fact set forth above and in consideration of the mutual agreements herein contained, the parties agree as follows:

### Agreements

#### **SECTION ONE: DEFINITIONS AND ACCOUNTING TERMS**

For the purposes of this Loan Agreement, the following terms shall have the following meanings (such meanings to be applicable equally to both the singular and plural forms of such terms) unless the context otherwise requires:

“Authorization” shall mean that certain Authorization Re: Verbal and Electronic Banking Instructions, executed by the Borrower dated of even date, as same may be amended from time to time.

“Authorized Agent” shall be those persons as may, from time to time, be designated as an Authorized Agent from Borrower to the Bank, by written notice executed by a duly authorized officer of the Borrower.

“Bank Product Obligations” means all indebtedness, liabilities, obligations, covenants and duties of the Borrower to the Bank, of every kind, nature and description arising under or in respect of any Bank Product (including arising under or in respect of any guaranty thereof), whether direct



or indirect, absolute or contingent, due or not due, contractual or tortious, liquidated or unliquidated.

“Bank Products” means any of the following that the Bank provides to, or enters into with, the Borrower: (a) any deposit, lockbox, Cash Management Services, or other cash management arrangement; (b) any Interest Rate Swap; (c) any credit cards, purchase cards and/or debit cards; and (d) any other product, service or agreement pursuant to which the Borrower may be indebted to the Bank.

“Business Day” means a banking business day of the Bank.

“Cash Management Services” means any services provided from time to time by the Bank to Borrower in connection with the operating, collections, payroll, trust or other depository or disbursement accounts, including automated clearinghouse, e-payable, electronic funds transfer, wire transfer, controlled disbursement, overdraft, depository, information reporting, lockbox and stop payment services.

“Closing Date” means the date set out in the first paragraph of this Loan Agreement.

“Collateral” shall mean any and all Property real or personal, tangible or intangible, now or at any time hereafter pledged as security for the payment of the Loan.

“Contract Rate” shall mean the Index plus the Margin.

“Default” shall mean the occurrence of any event, circumstance, or condition which constitutes, or would, with the giving of notice, lapse of time, or both, constitute an Event of Default.

“Default Rate” means an interest rate (before as well as after judgment) per annum equal to the Maximum Rate.

“Event of Default” has the meaning assigned to that phrase in Section Eight.

“GAAP” shall mean generally accepted accounting principles applied on a consistent basis, maintained throughout the period involved.

“Governmental Entity” means the United States of America, any State, and/or any political subdivision, department, agency or instrumentality of any of the foregoing.

“Hazardous Substances” shall mean and include all hazardous and toxic substances, wastes and materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), and any other similar substances or materials which are included under or regulated by any local, state or federal law, rules or regulations pertaining to environmental regulation, contamination or clean-up, including, without limitation, “CERCLA,” “RCRA” or State Lien or superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as “Environmental Laws”).

“Index” means the WSJ Journal Prime Rate (or any Successor Rate pursuant to Section 2.11) provided that the Index shall never be less than 3.00%.

“Interest Payment Date” means the earliest of (i) the \_\_\_\_\_ day of each month hereafter, commencing on the \_\_\_\_\_ day of March, 2023 provided that for any Interest Payment Date that is not a Business Day, the Interest Payment Date shall be extended to the next succeeding Business Day, (ii) in the event of any repayment or prepayment of such Loan, with respect to the principal amount repaid or prepaid, the date of such repayment or prepayment, and (iii) the Termination Date.

“Interest Rate Change Date” shall be each day during the term of the Loan.

“Lien” means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute or contract.

“Loan” means the aggregate of unpaid Loan advances from time to time outstanding pursuant to the provisions of this Loan Agreement.

“Loan Agreement” means this Revolving Loan Agreement between the Borrower and the Bank, as same may be modified or amended from time to time.

“Loan Documents” means this Loan Agreement, the Note, and the Security Documents, as same may be amended, modified or restated, and any other document executed in connection with the Loan.

“Local Authorities” means individually and collectively the state and local governmental authorities which govern the business and operations owned or conducted by the Borrower or any of them.

“Margin” means one half of one percent (0.50%).

“Maximum Rate” means the maximum effective variable contract rate of interest which the Bank may lawfully charge under applicable statutes and laws from time to time in effect.

“Note” means the renewal revolving credit note of the Borrower dated of even date herewith in the principal amount of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00), executed by the Borrower to the order of the Bank, which evidences the Loan, as such note may be modified, renewed or extended from time to time; and any other note or notes executed at any time to evidence the Loan in whole or in part, and any renewals, modifications or extensions thereof, in whole or in part.

“Obligations” shall mean any and all Loans, all indebtedness and obligations under the Note, any Bank Product Obligations, and all other obligations, liabilities and indebtedness of every kind, nature and description owing by Borrower to Bank and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of this Agreement or after the commencement of any case with respect to Borrower under the United States Bankruptcy Code or any similar statute (including the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or

indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Bank, other than Excluded Swap Obligations.

“PATRIOT Act” means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended.

“Person” means an individual, partnership, corporation, limited liability company, trust, unincorporated organization, association, joint venture or a government or agency or political subdivision thereof joint stock company, or non-incorporated organization, or any other entity of any kind whatsoever.

“Property(ies)” means any interest in any kind of property or asset, whether real, personal or mixed, tangible or intangible.

“Security Agreement” shall mean the Security Agreement(s) dated of even date herewith, executed by Borrower in favor of the Bank, as said Security Agreement may be amended, modified or restated.

“Security Documents” shall mean any Security Agreement(s), collateral assignment, pledge agreement and any and all other Loan Documents which secure the Obligations.

“State” means any state within the United States of America.

“Termination Date” shall mean the date set forth as the Termination Date in the Note.

“United States” means the government of the United States of America or any department, agency, division or instrumentality thereof.

“WSJ Prime Rate” shall mean the prime rate of interest as reported in *The Wall Street Journal* published daily.

## **SECTION TWO: COMMITMENT AND FUNDING**

2.1 The Commitment. Subject to the terms and conditions herein set out, the Bank agrees and commits, from time to time, from the Closing Date until the Termination Date, to make loan advances to the Borrower for emergency working capital purposes, all in an aggregate principal amount not to exceed, at any one time outstanding, FIVE HUNDRED THOUSAND AND 00/00 DOLLARS (\$500,000.00).

2.2 Funding the Loan; Extending Credit. Each loan advance hereunder shall be made upon request by an Authorized Agent of the Borrower (which may be made by facsimile, by pdf (portable document format) or other electronic means, or verbally (promptly followed by written request by one of the foregoing means)) and shall be made by depositing the same to the checking account of the Borrower in Bank, or in such other manner as the Borrower and Bank may, from time to time, agree. The Borrower agrees that the Bank shall have no liability or responsibility to identify any party who makes any verbal request or electronic submission for any of said banking transactions; but the Bank shall be fully and completely protected in acting upon any such verbal request or electronic submission made by any party who identifies himself as one of the Authorized

Agents of the Borrower. Any electronic submission shall be by internet e-mail or by facsimile and shall be deemed to have been made and certified by an Authorized Agent by the applicable method as follows: (i) if the e-mail received by the Bank shows it was sent from the Authorized Agent's e-mail address as set forth herein, or (ii) if the facsimile sent to the Bank is signed by the Authorized Agent.

### 2.3 The Note and Interest.

(a) The Note. All advances with respect to the Loan shall be evidenced by the Note. Except as otherwise set forth herein or in the Note, the entire principal amount of the Loan shall be due and payable on the Termination Date. The unpaid principal balances of the Loan shall bear interest from the Closing Date on disbursed and unpaid principal balances as provided herein. Said interest shall be payable in arrears on the Interest Payment Date and at such other times as may be as provided herein and in the Note, with the final installment of interest being due and payable on the Termination Date, or on such earlier date as the Loan becomes due and payable.

(b) Interest Rate Generally The Loan shall bear interest at a rate equal to the Contract Rate for the Interest Rate Period in effect. Under no circumstances shall the interest be more than the maximum rate allowed by applicable law. The Index is not necessarily the lowest rate charged by Bank on its loans. Bank will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each Interest Rate Change Date. Each change in the interest rate shall become effective, without notice to the Borrower, on each Interest Rate Change Date following any change in the Index; provided, however, that if Index is not published on such date, the Index shall be determined by reference to the Index last published immediately preceding such date. When a range of rates has been published, the higher of the rates will be used. Borrower understands that Bank may make loans based on other rates as well.

(c) Computation of Interest. All interest hereunder shall be computed on the basis of a year of 360 days and payable for the actual number of days elapsed. In addition, interest shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination.

(d) Default Interest. Upon the occurrence of an Event of Default, the Bank, at its option, may charge, and Borrower agrees to pay, interest on disbursed and unpaid principal balances at the Default Rate.

(e) Increase in Committed Amount. In the event that the Bank should at any time agree to increase the Committed Amount, the Borrower will either execute a new note for the amount of such increase, or a new note for the aggregate increased Committed Amount; and in either event, the term "Note," as used herein, shall be deemed to mean and include such new note, as the circumstances shall require.

2.4 Renewal Commitment Fee. On the Closing Date, the Borrower agrees to pay to the Bank a renewal commitment fee in the amount of \$1,250.00 in consideration of the Bank's agreement to make funds available to the Borrower under the terms and provisions hereof from the Closing Date until the Termination Date specified in Section One hereof. Borrower agrees that this commitment fee is fair and reasonable considering the condition of the money market, the

creditworthiness of the Borrower, the interest rate to be paid, and the nature of the security for the Loan.

2.5 Prepayments. The Borrower shall be permitted from time to time to make repayments and, in accordance with the terms and provisions hereof, to obtain further extensions of credit on the Loan in accordance with its normal and usual credit needs; provided, however, that Borrower shall be permitted to prepay the Loan in conjunction with financing obtained by Borrower from another financial or lending institution only upon thirty (30) days' advance written notice to Bank.

2.6 Intentionally Omitted.

2.7 Intentionally Omitted.

2.8 Index Replacement. If Bank determines (which determination shall be conclusive and binding upon all parties hereto absent manifest error) that:

(i) adequate and reasonable means do not exist for ascertaining the Index including, without limitation, because the Index is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) Federal Reserve, Bloomberg, Wall Street Journal or any successor administrator of the Index or a Governmental Entity having or purporting to have jurisdiction over Bank or such administrator has made a public statement identifying a specific date after which the Index shall or will no longer be representative or made available, or used for determining the interest rate of loans; *provided* that, at the time of such statement, there is no successor administrator that is satisfactory to Bank, that will continue to provide such applicable Index after such specific date;

then, Bank may amend this Agreement solely for purpose of replacing the Index with another alternate benchmark rate, which shall be the sum of an alternate benchmark rate, and a benchmark rate spread adjustment (which may be a positive or negative value or zero), selected by Bank giving due consideration to (1) any evolving or then-existing market convention for determining a rate of interest and spread adjustment, or method for calculating such spread adjustment, for the replacement for the then-current benchmark rate for U.S. dollar-denominated syndicated or bilateral credit facilities at such time, or (2) as may be necessary or appropriate in the opinion of Bank to achieve a final all-in interest rate substantially equivalent to that in effect prior to the cessation of the Index (the "Successor Rate"). Such Successor Rate will become effective at 5:00 p.m. on the fifth (5th) Business Day after the date notice of such Successor Rate is provided to the Borrower without any amendment to this Agreement or further action or consent of the Borrower.

Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than zero, the Successor Rate will be deemed to be zero for the purposes of this Agreement and the other Loan Documents.

In connection with the implementation of a Successor Rate, Bank will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become

effective without any further action or consent of any other party to this Agreement. Whereas, “Conforming Changes” shall mean with respect to any Successor Rate, any technical, administrative or operational changes, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment or other matters as may be appropriate, in the discretion of Bank, to reflect the adoption and implementation of such Successor Rate. Any Successor Rate shall be applied in a manner consistent with market practice; *provided* that to the extent such market practice is not administratively feasible for the Bank, such Successor Rate shall be applied in a manner as otherwise reasonably determined by the Bank.

Bank does not warrant, nor accept responsibility for, the continuation of, administration of, submission of, calculation of, or any other matter related to the rates in the benchmark interest rates or indexes defined herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternative or replacement for or successor to any such rate or index or the effect of any of the foregoing, or of any Conforming Changes.

### **SECTION THREE: REQUIRED PAYMENTS, PLACE OF PAYMENT, ETC.**

3.1 Place of Payments. All payments of principal and interest on the Loan and all payments of fees required hereunder shall be made to the Bank, at its address listed at the beginning of this Agreement in immediately available funds.

3.2 Payment on Nonbusiness Days. Whenever any payment of principal, interest or fees to be made on the indebtedness evidenced by the Note shall fall due on a Saturday, Sunday or public holiday under the laws of the State of Florida, such payment shall be made on the next succeeding Business Day.

3.3 Source of Payments. Borrower agrees to make all payments hereunder first from its general fund and, to the extent required, from any other fund maintained by Borrower.

### **SECTION FOUR: CONDITIONS OF LENDING**

4.1 Conditions Precedent to Closing and Funding Initial Advance. The obligation of the Bank to fund the initial Loan advance hereunder is subject to the condition precedent that the Bank shall have received, on or before the Closing Date, all of the following in form and substance satisfactory to the Bank:

- (a) This Loan Agreement.
- (b) The Note.
- (c) The Security Agreement.
- (d) Such Uniform Commercial Code Financing Statements as the Bank may require in order to give record notice of its security interest in the items listed in the Security Agreement, accompanied by Borrower’s funds in an amount sufficient to pay all recording fees and taxes for the recording of such Financing Statements.

- (e) Certified resolutions of Borrower, and certificate(s) of good standing for Borrower, from the State of its organization and such other States as Bank shall require, together with a copy of the organizational documents of the Borrower and evidence of Borrower's approval of the Loan satisfactory to Bank in its discretion.
- (f) UCC lien searches from such recording offices as Bank shall specify, evidencing the priority of the Bank's Lien(s) under the Security Documents over any other Liens or encumbrances.
- (g) If required by Bank the opinion of counsel for Borrower that the transactions herein contemplated have been duly authorized by all requisite corporate authority, that this Loan Agreement and the other instruments and documents herein referred to have been duly authorized, validly executed and are in full force and effect, and pertaining to such other matters as the Bank may require.
- (h) A certificate from an insurance broker, satisfactory to Bank setting forth the information concerning insurance which is required by Section 6.3 of this Loan Agreement; or, if the Bank shall so require, the original insurance policies evidencing such insurance.
- (i) The Borrower shall have provided to the Bank the documentation and other information requested by the Bank in order to comply with requirements of the PATRIOT Act.
- (j) Such other information and documentation as Bank shall deem to be necessary or desirable in connection with the funding of the Loan.

4.2 Conditions Precedent to All Credit Extensions. The obligation of the Bank to extend credit or make loan advances pursuant hereto (including the initial advance at the Closing Date) shall be subject to the following additional conditions precedent:

(a) The Borrower shall have furnished to the Bank each of the items referred to in Section 4.1 hereof, all of which shall remain in full force and effect as of the date of such requested credit extension or loan advance (notwithstanding that the Bank may not have required any such item to be furnished prior to the Closing Date). In addition, Borrower shall provide to Bank, for each requested advance, a copy of the board minutes of the meeting approving the subject request, and such other documentation evidencing Borrower's approval of the request satisfactory to Bank.

(b) The Borrower shall not be in default of any of the terms and provisions hereof or of any instrument or document now or at any time hereafter evidencing or securing all or any part of the Loan indebtedness and extensions of credit. Each of the Warranties and Representations of the Borrower, as set out in Section Five hereof shall remain true and correct in all material respects as of the date of such Loan advance.

## **SECTION FIVE: REPRESENTATIONS AND WARRANTIES**

Borrower represents and warrants that:

5.1 Organization. It is a community development district, duly organized, validly existing and in good standing under the laws of the State of Florida; it has the power and authority to own its Properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

5.2 Power and Authority. The execution, delivery and performance of this Loan Agreement, the Note, the Security Documents, and the other Loan Documents, executed pursuant thereto by the Borrower, have been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, any provision of any indenture, agreement or other instrument to which Borrower is a party, or by which Borrower's Properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any Lien, charge or encumbrance of any nature whatsoever upon any of the Properties or assets of Borrower, except for Liens and other encumbrances provided for and securing the indebtedness covered by this Loan Agreement.

5.3 Financial Condition.

(a) (i) The most recent audited financial statements of Borrower furnished to the Bank together with any explanatory notes therein referred to and attached thereto, is materially correct and complete and fairly presents the financial condition of the Borrower as of its date and the results of its operations for said periods. Such financial statements have been prepared in accordance with GAAP.

(b) There has been no material adverse change in the business, Properties or condition, financial or otherwise, of Borrower.

5.4 Title to Assets. Borrower has good and marketable title to all its Properties and assets reflected on the balance sheet referred to in Section 5.3 hereof, except for (i) such assets as have been disposed of since said date as no longer used or useful in the conduct of business, (ii) Accounts Receivable collected and properly accounted for, and (iii) items which have been amortized in accordance with GAAP applied on a consistent basis.

5.5 Litigation. There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Borrower threatened against or affecting Borrower, or any Properties or rights of Borrower which, if adversely determined, would materially and adversely affect the financial or any other condition of Borrower.

5.6 Taxes. Borrower has filed or caused to be filed all federal, state or local tax returns which are required to be filed, and has paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due, except as otherwise permitted by the provisions hereof.



5.7 Contracts or Restrictions Affecting Borrower. Borrower is not a party to any agreement or instrument or subject to any charter or other corporate restrictions adversely affecting its business, Properties or assets, operations or condition (financial or otherwise).

5.8 No Default. Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument to which it is a party, which will or might materially and adversely affect the business or operations of Borrower.

5.9 Intentionally Omitted.

5.10 ERISA. To the extent applicable Borrower is in compliance with all applicable provisions of the Employees Retirement Income Security Act of 1974 (“ERISA”) and all other laws, state or federal, applicable to any employees’ retirement plan maintained or established by it.

5.11 Intentionally Omitted.

5.12 Intentionally omitted.

5.13 Hazardous Substances. No Hazardous Substances are located on or have been stored, processed or disposed of on or released or discharged (including ground water contamination) from any Property owned or leased by Borrower, and no aboveground or underground storage tanks exist on such Property. No private or governmental Lien or judicial or administrative notice or action related to Hazardous Substances or other environmental matters has been filed against any Property owned or leased by Borrower or otherwise issued to or received by Borrower.

5.14 Intentionally Omitted.

5.15 Compliance. To the knowledge of Borrower, Borrower is in compliance in all material respects with all applicable laws and regulations, federal, state and local (including without limitation, those relating to the extension of consumer credit and protection of consumers’ interests with respect thereto and those administered by the Local Authorities), material to the conduct of its business and operations. To the knowledge of Borrower, Borrower possesses all the franchises, permits, licenses, certificates of compliance and approval and grants of authority materially necessary or required in the conduct of its business and, to the knowledge of Borrower, the same are valid, binding, enforceable and subsisting without any material defaults thereunder or materially enforceable adverse limitations thereon and are not subject to any proceedings or claims opposing the issuance, development or use thereof or contesting the validity thereof; and no approvals, waivers or consents, governmental [federal, state or local] or non-governmental, under the terms of contract or otherwise, are required by reason of or in connection with Borrower’s execution and performance of the Loan Documents.

5.16 Intentionally Omitted.

## **SECTION SIX: AFFIRMATIVE COVENANTS OF BORROWER**

Borrower covenants and agrees that from the date hereof and until payment in full of the principal of and interest on the Loan, unless the Bank shall otherwise consent in writing, such consent to be at the discretion of the Bank, Borrower will:

6.1 Business and Existence. Perform all things necessary to preserve and keep in full force and effect its existence, rights and franchises, comply with all laws applicable to it and continue to conduct and operate its business substantially as conducted and operated during the present and preceding calendar years.

6.2 Maintain Property. Maintain, preserve, and protect all franchises, and trade names and preserve all the remainder of its Properties used or useful in the conduct of its business substantially as conducted and operated during the present and preceding fiscal year; preserve all the remainder of its Properties used or useful in the conduct of its business and keep the same in good repair, working order and condition, and from time to time make, or cause to be made, all needed and proper repairs, renewals, replacements, betterments and improvements thereto so that the business carried on in connection therewith may be properly conducted at all times.

### 6.3 Insurance.

(a) At all times maintain in some company or companies (having a Best's rating of A:XI or better) approved by Bank:

- (i) comprehensive public liability insurance covering claims for bodily injury, death, and property damage, with minimum limits satisfactory to the Bank, but in any event not less than those amounts customarily maintained by companies in the same or substantially similar business;
- (ii) hazard insurance insuring Borrower's Property and assets against loss by fire (with extended coverage) and against such other hazards and perils (including, but not limited to, loss by windstorm, hail, explosion, riot, aircraft, smoke, vandalism, malicious mischief and vehicle damage) as Bank, in its sole discretion, shall from time to time require, all such insurance to be issued in such form, with such deductible provision, and for such amount as shall be satisfactory to Bank, with loss payable clause in favor of Bank as to any such insurance maintained with respect to any of the Collateral. The Bank is hereby authorized and empowered, at its option, to adjust or compromise any loss under any such insurance policies maintained with respect to any of the Collateral and to collect and receive the proceeds from any such policy or policies; and
- (iii) such other insurance as the Bank may, from time to time, reasonably require by notice in writing to the Borrower.

(b) All required insurance policies shall provide for not less than thirty (30) days' prior written notice to the Bank of any cancellation, amendment, termination, or lapse; and in all such liability insurance policies, Bank shall be named as an additional insured. Each such policy shall,

in addition, provide that there shall be no recourse against the Bank for payment of premiums or other amounts with respect thereto. Hazard insurance policies shall contain the agreement of the insurer that any loss thereunder shall be payable to the Bank notwithstanding any action, inaction or breach of representation or warranty by the Borrower, with Bank named as lender loss payee under a lender loss payee endorsement. The Borrower will deliver to Bank original or duplicate policies of such insurance, or satisfactory certificates of insurance, and, as often as Bank may reasonably request, a report of a reputable insurance broker with respect to such insurance. Any insurance proceeds received by Bank shall be applied upon the indebtedness, liabilities, and obligations of the Borrower to the Bank (whether matured or unmatured) or, at Bank's option, released to the Borrower.

6.4 Obligations, Taxes and Liens. Pay all of its indebtedness and obligations promptly in accordance with normal terms and practices of its business and pay and discharge or cause to be paid and discharged promptly all taxes, assessments, and governmental charges or levies imposed upon it or upon any of its income, profits, or Properties, real, personal or mixed, or upon any part thereof, before the same shall become in default, as well as all lawful claims for labor, materials, and supplies which otherwise, if unpaid, might become a Lien or charge upon such Properties or any part thereof; provided, however, that the Borrower shall not be required to pay and discharge or to cause to be paid and discharged any such tax, assessment, trade payable, charge, levy or claim so long as the validity thereof shall be contested in good faith by appropriate proceedings satisfactory to Bank, and Bank shall be furnished, if Bank shall so request, bond or other security protecting it against loss in the event that such contest should be adversely determined.

6.5 Financial Reports and Other Data. Furnish to the Bank as soon as available, and in any event within nine (9) months after the end of each fiscal year of Borrower, audited year-end financial statements of Borrower certified by an independent certified public accountant to the effect that such audit has been conducted in accordance with applicable law and generally accepted auditing standards in the United States and government auditing standards as adopted by the State of Florida including, without limitation, the Florida Board of Accountancy, and stating whether such financial statements present fairly in all material respects the financial position of the Borrower and the results of its operations and cash flows for the periods covered by the audit report, all in conformity with generally accepted accounting principles applied on a consistent basis. Such financial statements shall include a balance sheet and statement of revenues, expenditures and changes in fund balances, with comparative figures to the prior fiscal year end and including a comparison of actual results to budgeted projections.

6.6 Periodic Reports.

(a) Upon request by Bank, furnish to Bank an aging report for all assessments which shall report Borrower's total assessments as of the close of business for the previous month in form reasonably satisfactory to Bank.

(b) To the extent that any of the foregoing reports are submitted electronically by internet e-mail, by facsimile, or by electronic website pursuant to procedures established by the Bank for submissions, such reports shall be deemed to have been made and certified by an Authorized Agent of the Borrower by the applicable method as follows: (i) if the e-mail received by the Bank shows it was sent from an Authorized Agent's e-mail address; (ii) if the facsimile sent

to the Bank is signed by an Authorized Agent, (iii) if the Borrower completes a prescribed notice or communication on the designated intranet website and causes the report to be permanently saved on the website, once downloaded by Bank it shall be considered received by Bank, or (iv) if the Bank has sent a user name and temporary password to an Authorized Agent in order to enable the Borrower to gain access to the designated intranet website, an Authorized Agent or any person to whom an Authorized Agent has given the user name and temporary password, sets up a permanent user name and password (and if set up by an Authorized Agent, an Authorized Agent provides this information to such third party), and an Authorized Agent or such third party uses the permanent user name and password to gain access to the intranet website and thereafter makes electronic submissions to the Bank via use of this intranet website.

6.7 Right of Inspection. Permit any person designated by a Bank to visit and inspect any of the Properties, corporate books and financial reports of the Borrower and to discuss its affairs, finances and accounts with its principal officers, at all such reasonable times and as often as a Bank may reasonably request.

6.8 Books and Records. Borrower shall maintain proper books of record and account in conformity with GAAP, including, without limitation, books and records regarding the Collateral, in which true, correct and complete entries shall be made.

6.9 Environmental Laws. To the extent applicable to Borrower maintain at all times all of Borrower's Property in compliance with all Environmental Laws, and immediately notify the Bank of any notice, action, Lien or other similar action alleging either the location of any Hazardous Substances or the violation of any Environmental Laws with respect to any of Borrower's Property or operations.

6.10 Notice of Default. At the time of Borrower's first knowledge or notice, furnish the Bank with written notice of the occurrence of any event or the existence of any event, circumstance, or condition which constitutes or upon notice, lapse of time, or both, would constitute an Event of Default under the terms of this Loan Agreement.

6.11 Notice of Adverse Change in Borrower or Assets. At the time of Borrower's first knowledge or notice, immediately notify the Bank of any information that may adversely affect in any material manner either (a) the assets of the Borrower, including, but not limited to, the amount or collectability of any Accounts Receivable or the value or marketability of Inventory; or (b) the business, financial condition, operations or prospects of the Borrower.

6.12 Litigation. Borrower will promptly notify Bank of any litigation action instituted or, to Borrower's knowledge, threatened against Borrower.

6.13 Compliance with Law.

(a) Borrower shall comply in all material respects with all local, state and federal laws and regulations applicable to its business, and all laws and regulations of the Local Authorities, and the provisions and requirements of all franchises, permits, certificates of compliance and approval issued by regulatory authorities and other like grants of authority held by the Borrower; and notify Bank immediately (and in detail) of any actual or alleged failure to comply with or perform, breach, violation or default under any such laws or regulations or under the terms of any

such franchises or licenses, grants of authority the result of which would constitute a materially adverse effect on the Borrower, or the occurrence or existence of any facts or circumstances which with the passage of time, the giving of notice or otherwise could create such a breach, violation or default or could occasion the termination of any such franchises or grants of authority.

6.14 Additional Information. Furnish such other information regarding the operations, business affairs and financial condition of the Borrower as Bank may reasonably request.

6.15 Further Assurances. Borrower shall execute such further documentation as may be reasonably requested by Bank to carry out the provisions and purposes of this Loan Agreement and the other Loan Documents.

6.16 Agreement to Assess. On a continuing basis during the term of the Loan, Borrower shall levy, budget and appropriate and collect such amounts of assessments sufficient to make all required payments under the Note and other Loan Documents.

## **SECTION SEVEN: NEGATIVE COVENANTS OF BORROWER**

Borrower covenants and agrees that at all times from and after the Closing Date, unless the Bank shall otherwise consent in writing, such consent to be at the discretion of the Bank, it will not, either directly or indirectly:

7.1 Indebtedness. Incur, create, assume or permit to exist any indebtedness or liability for borrowed money, or on account of deposit, advance or progress payments under contracts, or any other indebtedness or liability, including, but not limited to, indebtedness evidenced by notes, bonds, debentures or similar obligations, except:

- (a) indebtedness to the Bank arising under this Loan Agreement and evidenced by the Note;
- (b) indebtedness to Bank for any Bank Product;

7.2 Mortgages, Liens, Etc. Create, assume or suffer to exist any mortgage, pledge, lien, charge or other encumbrance of any nature whatsoever on any of its assets, now or hereafter owned, except for:

- (a) Liens securing payment of the Loan; and
- (b) existing Liens securing indebtedness permitted under Section 7.1 above.

7.3 Guaranties. Guarantee or otherwise in any way become or be responsible for the indebtedness or obligations of any other Person, by any means whatsoever, whether by agreement to purchase the indebtedness of any other Person or agreement for the furnishing of funds to any other Person through the purchase of goods, supplies or services (or by way of stock purchase, capital contribution, advance or loan) for the purpose of paying or discharging the indebtedness of any other Person, or otherwise, except for the endorsement of negotiable instruments by the Borrower in the ordinary course of business for collection.

7.4 Sale of Assets. Sell, lease, transfer or dispose (other than in the normal course of business) of all or a substantial part of its assets.

7.5 Consolidation or Merger; Acquisition of Assets. Enter into any transaction of merger or consolidation, acquire any other business or corporation, or acquire all or substantially all of the Property or assets of any other Person.

7.6 Intentionally Omitted

7.7 New Business. Acquire or enter into any business other than its present business, except for expansions of Borrower's present business or any business directly related thereto, or enter into any management contract whereby the effective management or control of Borrower is delegated to third parties.

## **SECTION EIGHT: EVENTS OF DEFAULT**

8.1 Event of Default. An "Event of Default" shall exist if any of the following shall occur:

(a) Payment of Principal, Interest. The Borrower defaults in the prompt payment of the principal of or interest on the Loan or any fees due under this Loan Agreement when due or in the prompt performance or payment when due of any other Obligations to the Bank, whether now existing or hereafter created or arising, direct or indirect, absolute or contingent; or

(b) Payment of Other Obligations. The Borrower defaults with respect to any other agreement to which it is a party or with respect to any other indebtedness when due or the performance of any other obligation incurred in connection with any indebtedness for borrowed money, if the effect of such default is to accelerate the maturity of such indebtedness, or if the effect of such default is to permit the holder thereof to cause such indebtedness to become due prior to its stated maturity; or

(c) Representation or Warranty. Any representation or warranty made by the Borrower herein, or any representation or warranty made by the Borrower in any report, certificate, financial statement or other writing furnished in connection with or pursuant to this Loan Agreement shall, in each case, prove to be false, misleading or incomplete in any material respect on the date as of which made; or

(d) Covenants. The Borrower defaults in the performance or observance of any covenant, agreement or undertaking on its part to be performed or observed, contained herein, in the Security Documents, in any other Loan Document, or in any other instrument or document which now or hereafter evidences, secures or relates to all or any part of the Loan or any extensions of credit made pursuant hereto, and the same remains unremedied for a period of thirty (30) days after notice from Bank to Borrower; or

(e) Bankruptcy, Etc. The Borrower shall make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or any trustee for it or him or a substantial part of its or his assets, or shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect;

or if there shall have been filed any such petition or application, or any such proceeding shall have been commenced against Borrower in which an order for relief is entered or which remains undismissed for a period of sixty (60) days or more; or Borrower by any act or omission shall indicate its or his consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee for it or him or any substantial part of any of its or his Properties, or shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more; or Borrower shall generally not pay its or his debts as such debts become due; or

(f) Removal or Concealment of Property, Etc. The Borrower shall have concealed, removed, or permitted to be concealed or removed, any part of its or his Property, with intent to hinder, delay or defraud its or his creditors or any of them, or made or suffered a transfer of any of its or his Property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall have made any transfer of its or his Property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or shall have suffered or permitted, while insolvent, any creditor to obtain a Lien upon any of its or his Property through legal proceedings or distraint which is not vacated within thirty (30) days from the date thereof; or

(g) Reserved.

(h) Judgments. Any judgment for the payment of money is rendered against Borrower in excess of One Million Dollars (\$1,000,000) in any one case or in excess of Five Million Dollars (\$5,000,000) in the aggregate and shall remain undischarged or unvacated for a period in excess of thirty (30) days or execution shall at any time not be effectively stayed, or any judgment other than for the payment of money, or injunction, attachment, garnishment or execution is rendered against Borrower or any Guarantor or any of their assets; or

(i) Cessation of Business. Borrower dissolves or suspends or discontinues doing business; or

(j) Defaults under Other Agreements. Any default by Borrower under any agreement, document or instrument relating to any indebtedness for borrowed money owing to any person other than Bank, or any capitalized lease obligations, contingent indebtedness in connection with any guarantee, indemnity or similar type of instrument in favor of any person other than Bank, in any case in an amount in excess of One Million Dollars (\$1,000,000), which default continues for more than the applicable cure period, if any, with respect thereto, or any default by Borrower under any material contract, lease, license or other obligation to any person other than Bank, which default continues for more than the applicable cure period, if any, with respect thereto; or

(k) Criminal/Civil Proceedings. The indictment or threatened indictment of Borrower under any criminal statute, or commencement or threatened commencement of criminal or civil proceedings against Borrower, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture of any of the Property of Borrower; or

(l) Adverse Change. There shall be a material adverse change in the business, assets or prospects of Borrower after the date hereof; or Bank shall determine that the assessments pledged to secure the Loan are not sufficient to repay the sums due under the Note or other Loan Documents.

(m) Collateral. The Bank's interest in the Collateral shall for any reason cease or otherwise fail to be a valid and subsisting first priority Lien in favor of the Bank.

8.2 Remedy. Upon the occurrence of any Default and during the continuation of such Default, the Bank shall, at its option, be relieved of any obligation to make further loan advances or extensions of credit under this Agreement; and if such Default constitutes or becomes an Event of Default, the Bank may, at its option, thereupon terminate its commitment and declare the entire Loan indebtedness and all other extensions of credit to be immediately due and payable for all purposes, and may exercise all rights and remedies available to it under the Security Documents, or in any Loan Document, or available at law or in equity, provided that upon the occurrence of an Event of Default specified in Section 8.1(e), the commitments of the Bank and any right of the Borrower to request borrowings hereunder shall be automatically terminated and all Obligations under the Loan Documents shall automatically become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived by the Borrower, anything in this Agreement or in any other Loan Document to the contrary. Further, the Bank shall have the right to the appointment of a receiver to take possession of Borrower's premises, Properties, assets, books and records, without consideration of the value of the collateral pledged as security for the Loan and extensions of credit or the solvency of any person liable for the payment of the amounts then owing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the Loan indebtedness, extensions of credit, and interest thereon; and the Bank, at its option, shall have the right to do the same, without the appointment of a receiver. All such rights and remedies are cumulative and nonexclusive, and may be exercised by the Bank concurrently or sequentially, in such order as the Bank may choose.

## **SECTION NINE: MISCELLANEOUS**

9.1 Amendments. The provisions of this Loan Agreement, the Note or any instrument or document executed pursuant hereto or securing the Loan indebtedness may be amended or modified only by an instrument in writing signed by the parties hereto.

9.2 Notices. All notices and other communications provided for hereunder (except for routine informational communications) shall be in writing and shall be mailed, certified mail, return receipt requested, sent by recognized national overnight courier service, or delivered to the parties at the addresses set forth in the preamble or as to any such person at such other address as shall be designated by such person in a written notice to the other parties hereto complying as to delivery with the terms of this Section 9.2. All such notices and other communications shall be effective (i) if mailed, when received or three (3) Business Days after mailing, whichever is earlier; or (ii) if sent by overnight courier service, on the first (1<sup>st</sup>) Business Day after sending; or (iii) if delivered, upon delivery.

9.3 No Waiver, Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Bank, any right, power or privilege hereunder, or under the Note, or any of the Loan Documents, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Waiver of any right, power, or privilege hereunder or under any Loan Agreement or any instrument or document now or hereafter securing the indebtedness evidenced hereby, under the Note, or under any guaranty at any time given with



respect thereto is a waiver only as to the specified item. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

9.4 Survival of Agreements. All agreements, representations and warranties made herein shall survive the delivery of the Note. This Loan Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest therein. Bank may assign its rights and delegate its obligations under this Agreement and the other Loan Documents and further may assign, or sell participations in, all or any part of the Loan or any other interest herein to another financial institution or other person, in which event, the assignee or participant shall have, to the extent of such assignment or participation, the same rights and benefits as it would have if it were the Bank hereunder, except as otherwise provided by the terms of such assignment or participation.

9.5 Setoff by Bank. Upon the occurrence of any Event of Default as specified above, the Bank is hereby authorized at any time and from time to time, without notice to Borrower to set off, appropriate, and apply any and all items hereinabove referred to against any or all indebtedness of the Borrower to the Bank.

9.6 Governing Law. This Loan Agreement shall be governed and construed in accordance with the laws of the State of Florida; except that the provisions hereof which relate to the payment of interest shall be governed by (i) the laws of the United States, or (ii) the laws of the State of Florida, whichever permits the Bank to charge the higher rate, as more particularly set out in the Note.

9.7 Execution in Counterparts. This Loan Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

9.8 Terminology; Section Headings. All personal pronouns used in this Loan Agreement whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Section headings are for convenience only and neither limit nor amplify the provisions of this Loan Agreement.

9.9 Enforceability of Agreement. Should any one or more of the provisions of this Loan Agreement be determined to be illegal or unenforceable, all other provisions, nevertheless, shall remain effective and binding on the parties hereto.

9.10 Interest Limitations. It is the intention of the parties hereto to comply strictly with all applicable usury and similar laws; and, accordingly, in no event and upon no contingency shall the Bank ever be entitled to receive, collect, or apply as interest any interest, fees, charges or other payments equivalent to interest, in excess of the Maximum Rate. Any provision hereof, or of any other agreement executed by the Borrower that would otherwise operate to bind, obligate or compel the Borrower to pay interest in excess of such Maximum Rate or fees in excess of the maximum lawful amount shall be construed to require the payment of the maximum rate or amount only. The provisions of this paragraph shall be given precedence over any other provisions contained herein or in any other agreement applicable to the extensions of credit that is in conflict with the provisions of this paragraph.

9.11 Non-Control. In no event shall the Bank's rights hereunder be deemed to indicate that, the Bank is in control of the business, management or Properties of the Borrower or has power over the daily management functions and operating decisions made by the Borrower, all such rights and powers being hereby expressly reserved to the Borrower.

9.12 Extensions of Termination Date; Continuing Security.

(a) The specific Termination Date mentioned in Section One may, in the sole and unrestricted discretion of the Bank, by written notice to the Borrower, be extended one or more times to a subsequent date or dates unless, not later than thirty (30) days prior to the specific Termination Date mentioned in Section One, or, in the event of the extension of such Termination Date, not later than thirty (30) days prior to any such then effective extended Termination Date, the Borrower shall notify the Bank in writing that this Agreement shall not be further extended. The Bank shall be under no obligation whatsoever to extend the initial Termination Date, or to further extend any subsequent Termination Date to which the Bank has previously agreed in writing, any extensions of the initial or any subsequent Termination Date being in the sole and unrestricted judgment and discretion of the Bank.

(b) Upon the specific Termination Date so fixed in Section One, or in the event of the extension of this Agreement to a subsequent Termination Date (when no effective extension is in force), the Loan and all other extensions of credit (unless sooner declared to be due and payable by the Bank pursuant to the provisions hereof) shall become due and payable for all purposes. Until all such indebtedness, liabilities and obligations secured by the Security Documents are satisfied in full, such termination shall not affect the security interest granted to Bank pursuant to the Security Documents, nor the duties, covenants, and obligations of the Borrower therein and in this Agreement; and all of such duties, covenants and obligations shall remain in full force and effect until the Loan and all other indebtedness, liabilities and obligations of the Borrower to the Bank shall have been fully paid and satisfied in all respects.

9.13 Fees and Expenses. The Borrower agrees to pay, or reimburse the Bank for, the actual out-of-pocket expenses, including all recording fees, recording and/or privilege taxes, and also including, but not limited to reasonable attorney fees and reasonable fees of any accountants, inspectors or other similar experts, as deemed necessary by the Bank, incurred by the Bank in connection with the development, preparation, execution, amendment, recording, administration (excluding the salary of Bank's employees and Bank's normal and usual overhead expenses) or enforcement of, or the preservation of any rights under this Loan Agreement, the Note, and any Loan Document.

9.14 Time of Essence. Time is of the essence of the Borrower's obligations under this Loan Agreement, the Note, and the other instruments and documents executed and delivered in connection herewith.

9.15 Conflict. In the event of any conflict between the provisions hereof and the provisions of the Note, Security Documents, or any Loan Document, during the continuance of this Agreement the provisions of this Agreement shall control.

9.16 Reports. Except as otherwise expressly set forth herein, all certificates and reports to be furnished by the Borrower to the Bank shall be furnished by an Authorized Agent of the

Borrower as designated in the Authorization or as otherwise designated from time to time in writing by the Borrower, or if there is no existing designation, by the President or Chief Executive Officer of the Borrower.

9.17 Venue of Actions. As an integral part of the consideration for the making of the Loan, it is expressly understood and agreed that no suit or action shall be commenced by the Borrower with respect to the Loan contemplated hereby, or with respect to any of the loan documents, other than in a state court of competent jurisdiction in and for the County of Collier, State of Florida. Nothing in this paragraph contained shall prohibit Bank from instituting suit in any court of competent jurisdiction for the enforcement of its rights hereunder, in the Note, in the Security Documents, or in any Loan Document.

9.18 Waiver of Right to Trial by Jury. **BORROWER AND BANK WAIVE TRIAL BY JURY IN RESPECT OF ANY “DISPUTE” AND ANY ACTION ON SUCH “DISPUTE.” THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY BORROWER AND BANK, AND BORROWER AND LENDER HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. BORROWER AND BANK ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. BORROWER FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.**

9.19 Intentionally Omitted.

9.20 Electronic Transmission of Data. Bank and Borrower agree that certain data related to the Loan (including confidential information, documents, applications and reports) may be transmitted electronically, including transmission over the Internet to the parties, the parties affiliates, agents and representatives, and other Persons involved with the subject matter of this Agreement. Borrower acknowledges and agrees that (a) there are risks associated with the use of electronic transmission and that Bank does not control the method of transmittal or service providers; (b) Bank has no obligation or responsibility whatsoever and assumes no duty or obligation for the security, receipt or third party interception of any such transmission; and (c) Borrower will release, hold harmless and indemnify Bank from any claim, damage or loss, including that arising in whole or part from Bank’s strict liability or sole, comparative or contributory negligence, which is related to the electronic transmission of data.

9.21 Electronic Imaging. This Agreement and the Loan Documents (collectively, the “Documents”) will be scanned into an optical retrieval system and the original Documents may be destroyed. By signing this Agreement, Borrower agrees that a copy from the optical retrieval system of any of the Loan Documents, including without limitation, any Note and/or Guaranty

Agreement, shall have the same legal force and effect as an original and can be used in the place of an original in all circumstances and for all purposes, including but not limited to negotiation, collection, legal proceeding or authentication. The parties hereto agree that delivery of an executed counterpart of a signature page of this Agreement or any other Loan Document by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such Loan Document, as the case may be. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby or thereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Florida Uniform Electronic Transactions Act, or any other similar State laws based on the Uniform Electronic Transactions Act. The Bank may rely on any such electronic signatures without further inquiry.

9.22 USA PATRIOT Act. The Bank hereby notifies the Borrower that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Bank to identify the Borrower in accordance with the PATRIOT Act.

**[SEPARATE SIGNATURE PAGE FOLLOWS]**

SIGNATURE PAGE  
TO  
REVOLVING LOAN AGREEMENT

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IN WITNESS WHEREOF, the Borrower and the Bank have caused this Agreement to be executed by their respective officers, duly authorized so to do, all as of the day and year first above written.

ATTEST:

**FIDDLER’S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #1,**  
a community development district of the  
State of Florida

\_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Robert Slater  
Title: Chairman of Board of Supervisors

By: \_\_\_\_\_  
Name: Chelsey E. Adams, Jr.  
Title: District Manager and Secretary

BORROWER

**FIRST HORIZON BANK, a Tennessee  
state-chartered bank**

By: \_\_\_\_\_  
Name: Ryan S. Ulrich  
Title: Vice President

BANK

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
FINANCIAL STATEMENTS  
UNAUDITED  
JANUARY 31, 2023**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JANUARY 31, 2023**

	General 001	Debt Service Series 2014-1 Refunded 2002B	Debt Service Series 2014-2A Refunded 2002A	Debt Service Series 2014-2B Refunded 2002A	Debt Service Series 2014-3 Refunded 2005	Debt Service Series 2014-4 Refunded 2005	Total Governmental Funds
<b>ASSETS</b>							
Operating accounts							
SunTrust	\$ 3,067,932	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,067,932
Assessment account-Iberia	301,570	-	-	-	-	-	301,570
Centennial Bank - MMA	77,899	-	-	-	-	-	77,899
Finemark - MMA	249,015	-	-	-	-	-	249,015
Finemark - ICS	726,208	-	-	-	-	-	726,208
Investments							
Revenue	-	529,245	-	375,100	-	-	904,345
Reserve - series B	-	-	-	105,406	-	-	105,406
Prepayment	-	-	994	75,121	-	-	76,115
Prepayment - 2002B exchange	-	34,994	-	-	-	-	34,994
Due from Fiddler's Creek CDD #2	46,481	-	-	-	-	-	46,481
Prepaid expense	1,262	-	-	-	-	-	1,262
Deposits	5,125	-	-	-	-	-	5,125
Total assets	<u>\$ 4,475,492</u>	<u>\$ 564,239</u>	<u>\$ 994</u>	<u>\$ 555,627</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,596,352</u>
<b>LIABILITIES &amp; FUND BALANCES</b>							
<b>Liabilities:</b>							
Total liabilities	-	-	-	-	-	-	-
<b>Fund balances:</b>							
Restricted for							
Debt service	-	564,239	994	555,627	-	-	1,120,860
Unassigned	4,475,492	-	-	-	-	-	4,475,492
Total fund balances	<u>4,475,492</u>	<u>564,239</u>	<u>994</u>	<u>555,627</u>	<u>-</u>	<u>-</u>	<u>5,596,352</u>
Total liabilities and fund balance	<u>\$ 4,475,492</u>	<u>\$ 564,239</u>	<u>\$ 994</u>	<u>\$ 555,627</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,596,352</u>



**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 97,876	\$ 2,240,262	\$ 2,447,892	92%
Assessment levy: off-roll	-	94,159	376,639	25%
Interest	341	1,204	-	N/A
Miscellaneous	215	215	-	N/A
Total revenues	<u>98,432</u>	<u>2,335,840</u>	<u>2,824,531</u>	83%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	1,076	2,153	12,918	17%
Management	5,044	20,175	60,525	33%
Assessment roll preparation	-	25,490	25,490	100%
Accounting services	1,647	6,588	19,764	33%
Audit	-	-	15,400	0%
Legal	1,961	3,139	25,000	13%
Engineering	4,959	11,863	50,000	24%
Telephone	70	280	838	33%
Postage	312	636	2,300	28%
Insurance	-	32,826	30,000	109%
Printing and binding	55	220	659	33%
Legal advertising	-	371	2,000	19%
Office supplies	156	156	750	21%
Annual district filing fee	-	175	175	100%
Trustee	-	-	15,500	0%
Arbitrage rebate calculation	-	-	4,000	0%
Contingencies	49	253	4,000	6%
Website/ADA website compliance	-	210	920	23%
Dissemination agent	986	3,943	11,828	33%
Total administrative	<u>16,315</u>	<u>108,478</u>	<u>282,067</u>	38%
<b>Field management</b>				
Field management services	2,186	8,745	26,237	33%
Total field management	<u>2,186</u>	<u>8,745</u>	<u>26,237</u>	33%
<b>Water management maintenance</b>				
Other contractual	17,380	67,571	279,756	24%
Fountains	14,019	27,519	65,000	42%
Total water management maintenance	<u>31,399</u>	<u>95,090</u>	<u>344,756</u>	28%
<b>Street lighting</b>				
Contractual services	2,423	3,447	15,000	23%
Electricity	3,081	10,697	28,000	38%
Holiday lighting program	8,250	16,500	16,500	100%
Miscellaneous	-	-	1,500	0%
Total street lighting	<u>13,754</u>	<u>30,644</u>	<u>61,000</u>	50%

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>Landscaping</b>				
Other contractual - landscape maintenance	55,720	225,581	986,000	23%
Other contractual - flowers	-	19,462	52,000	37%
Other contractual - mosquito control	-	-	40,000	0%
Improvements and renovations	-	4,660	125,000	4%
Contingencies	-	-	15,000	0%
Hurricane clean-up	-	7,560	-	N/A
Total landscaping	<u>55,720</u>	<u>257,263</u>	<u>1,218,000</u>	21%
<b>Roadway</b>				
Roadway maintenance	6,452	6,562	85,000	8%
Capital outlay	-	-	40,000	0%
Total roadway	<u>6,452</u>	<u>6,562</u>	<u>125,000</u>	5%
<b>Irrigation supply</b>				
Electricity	64	251	750	33%
Repairs and maintenance	-	-	50,000	0%
Other contractual-irrigation manager	-	-	50,000	0%
Supply system	10,494	41,284	552,475	7%
Total irrigation supply	<u>10,558</u>	<u>41,535</u>	<u>653,225</u>	6%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	38,248	0%
Tax collector	1,958	44,782	50,998	88%
Total other fees & charges	<u>1,958</u>	<u>44,782</u>	<u>89,246</u>	50%
Total expenditures	<u>138,342</u>	<u>593,099</u>	<u>2,799,531</u>	21%
Excess/(deficiency) of revenues over/(under) expenditures	(39,910)	1,742,741	25,000	
Fund balances - beginning	4,515,402	2,732,751	1,929,977	
Assigned				
Working capital	706,133	706,133	706,133	
Sandpiper traffic signal obligation	352,000	352,000	352,000	
Future Irr. mainline breaks	100,000	100,000	100,000	
Unassigned	3,317,359	3,317,359	796,844	
Fund balances - ending	<u>\$ 4,475,492</u>	<u>\$ 4,475,492</u>	<u>\$ 1,954,977</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014-1 (REFUNDED SERIES 2002B)  
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 16,056	\$ 367,506	\$ 396,576	93%
Assessment prepayments	33,781	33,781	-	N/A
Interest	669	2,171	-	N/A
Total revenues	<u>50,506</u>	<u>403,458</u>	<u>396,576</u>	102%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	190,000	0%
Interest	-	98,050	196,100	50%
Total debt service	<u>-</u>	<u>98,050</u>	<u>386,100</u>	25%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	6,197	0%
Tax collector	321	7,346	8,262	89%
Total other fees & charges	<u>321</u>	<u>7,346</u>	<u>14,459</u>	51%
Total expenditures	<u>321</u>	<u>105,396</u>	<u>400,559</u>	26%
Excess/(deficiency) of revenues over/(under) expenditures	50,185	298,062	(3,983)	
Fund balances - beginning	514,054	266,177	315,151	
Fund balances - ending	<u>\$ 564,239</u>	<u>\$ 564,239</u>	<u>\$ 311,168</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014-2A (REFUNDED SERIES 2002A)  
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 95,047	\$ 365,094	26%
Interest	3	13	-	N/A
Total revenues	<u>3</u>	<u>95,060</u>	<u>365,094</u>	26%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	175,000	0%
Interest	-	95,047	190,094	50%
Total expenditures	<u>-</u>	<u>95,047</u>	<u>365,094</u>	26%
Excess/(deficiency) of revenues over/(under) expenditures	3	13	-	
Fund balances - beginning	991	981	981	
Fund balances - ending	<u>\$ 994</u>	<u>\$ 994</u>	<u>\$ 981</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014-2B (REFUNDED SERIES 2002A)  
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 7,247	\$ 165,863	\$ 225,216	74%
Assessment prepayments	-	68,582	-	N/A
Interest	1,288	4,980	-	N/A
Total revenues	<u>8,535</u>	<u>239,425</u>	<u>225,216</u>	106%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	105,000	0%
Principal prepayment	-	349,844	-	N/A
Interest	-	57,234	114,469	50%
Total debt service	<u>-</u>	<u>407,078</u>	<u>219,469</u>	185%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	3,519	0%
Tax collector	145	3,315	4,692	71%
Total other fees & charges	<u>145</u>	<u>3,315</u>	<u>8,211</u>	40%
Total expenditures	<u>145</u>	<u>410,393</u>	<u>227,680</u>	180%
Excess/(deficiency) of revenues over/(under) expenditures	8,390	(170,968)	(2,464)	
Fund balances - beginning	547,237	726,595	459,750	
Fund balances - ending	<u>\$ 555,627</u>	<u>\$ 555,627</u>	<u>\$ 457,286</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014-3 (REFUNDED SERIES 2005)  
FOR THE PERIOD ENDED JANUARY 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 180,900	\$ 591,800	31%
Total revenues	<u>-</u>	<u>180,900</u>	<u>591,800</u>	31%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	230,000	0%
Interest	-	180,900	361,800	50%
Total expenditures	<u>-</u>	<u>180,900</u>	<u>591,800</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	-	-	187,500	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 187,500</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014-4 (REFUNDED SERIES 2005)  
FOR THE PERIOD ENDED JANUARY 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 191,100	\$ 627,200	30%
Total revenues	<u>-</u>	<u>191,100</u>	<u>627,200</u>	30%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	245,000	0%
Interest	-	191,100	382,200	50%
Total expenditures	<u>-</u>	<u>191,100</u>	<u>627,200</u>	30%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	-	-	(1,528)	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,528)</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**MINUTES**



**DRAFT**

**MINUTES OF MEETING  
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular Meeting on January 25, 2023 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. Members of the public were able to participate in the meeting at 1-888-354-0094, Participant Passcode: 709 724 7992.

**Present at the meeting were:**

Robert Slater	Chair
Joseph Schmitt	Vice Chair
Frank Weinberg	Assistant Secretary
Torben Christensen	Assistant Secretary
Joseph Badessa	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Joe Parisi	Developer General Manager
Ron Albeit	Foundation General Manager
Ed Jasiocki	Fiddler’s Creek Director of Safety
Mason Maher	SOLitude Lake Mangmnt – Field Ops Mgr.
Mike Barrow	GulfScapes Landscape Management
Shannon Benedetti	Resident/Landscape Advisory Committee
Dorothy Hirsch	Resident
Al Noto	Resident
John Nuzzo	Fiddler’s Creek CDD #2 Board Member
Elliot Miller	Fiddler’s Creek CDD #2 Board Member

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 8:00 a.m. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Public Comments: Non-Agenda Items (3  
minutes per speaker)**

41  
42 Resident Al Noto asked for the two dead CDD trees near Montreux Lane to be removed.

43 Resident Dorothy Hirsch asked for an update on replacing the shrubs at Championship  
44 Drive and 7621 Mulberry Lane that were destroyed in Hurricane Wilma. Mrs. Adams stated she  
45 will send a request to GulfScapes to address it.

46  
47 **THIRD ORDER OF BUSINESS** **Ratification the Actions of the District’s**  
48 **Board of Supervisors from its December**  
49 **14, 2022 Regular Meeting**

50  
51 Mr. Pires stated this is being done in an abundance of caution due to the order in which  
52 the quorum was established and Board Member appointments were made at the last meeting.

53  
54 **On MOTION by Mr. Schmitt and seconded by Mr. Slater, with all in favor, the**  
55 **actions of the District’s Board of Supervisors during its December 14, 2022**  
56 **Regular Meeting, were ratified.**

57  
58  
59 **FOURTH ORDER OF BUSINESS** **Quality Control Lake Report, SOLitude Lake**  
60 **Management**

61  
62 • **January 2023**  
63 Mr. Maher presented the Quality Control Lake Report.

64 Mrs. Adams asked for the residential side of all lakes with bulrush to be treated, per the  
65 contract. Mr. Maher stated he will include this in his review of Marsh Cove today.

66 Mr. Slater asked Mr. Cole to inspect the areas settling around the lake bank and geo-  
67 tube at Lake 34A. Mr. Parisi stated the Golf Course Superintendent is aware of this and thinks it  
68 might be a blown bag. He will advise Mr. Cole of the outcome and if he should inspect the area.

69  
70 **FIFTH ORDER OF BUSINESS** **Health, Safety and Environment Report**

71  
72 **A. Irrigation and Pressure Cleaning Efforts**  
73 Mr. Jasiiecki presented the Monthly PowerPoint presentation, which included reminders  
74 to report questions, comments or concerns via the [Irrigation@Fiddlerscreek.com](mailto:Irrigation@Fiddlerscreek.com) or

75 [Presurrewashing@Fiddlerscreek.com](mailto:Presurrewashing@Fiddlerscreek.com) email addresses, which are monitored daily, or directly to  
76 the Safety Department.

77 Mr. Jasiiecki was asked to have the cones removed at the intersection of Whisper Trace  
78 and Pepper Tree and find out why there is still a temporary meter connected to the fire hydrant  
79 along Championship Drive and report his findings at the next meeting.

#### 80 **B. Security and Safety Update**

81 Mr. Jasiiecki gave the monthly PowerPoint presentation, which included reminders to  
82 call 911 first in an emergency, followed by Community Patrol at 239-919-3705 to report the  
83 incident or other non-emergency needs. Guests can be registered via the mobile app, calling  
84 the Automated Gatehouse at 239-529-4139 or emailing [Safety@Fiddlerscreek.com](mailto:Safety@Fiddlerscreek.com).

85

### 86 **SIXTH ORDER OF BUSINESS**

#### **Developer's Report**

87

88 Mr. Parisi reported the following:

89 ➤ Construction of Kumamoto and Fanny Bay North is underway; several closings are  
90 expected next year.

91 ➤ Construction Compound: Cleanup is underway, trailers are being stored on property,  
92 completion dates were extended due to hurricane and supply chain delays and the interior is  
93 expected to be completed by February 16, 2023 and the exterior by February 24, 2023. The  
94 gate will remain open due to heavy traffic.

95 ➤ Walkthrough: Board Members should schedule a walkthrough with him.

96 ➤ Lot 134 on Kumamoto Lane: In error, riprap was installed to prevent erosion while the  
97 property was being finalized. It will be removed and the grading lowered as the retaining wall is  
98 installed by the pool deck. He will work with Mr. Cole on the schedule and lake bank repairs.

99 ➤ The County's Construction & Development Temporary Use Permit must be renewed  
100 every two years.

101 ➤ Wash outs on Kumamoto Phase I of Oyster Harbor: Meeting with Mr. Cole today to  
102 discuss The Foundation's Engineer's Report on Phases I and III, which was sent to the Division  
103 President. The Foundation does not deem the project completed.

104 ➤ Hydraulic stain on Dorado Lane: It will be pressure washed and, if not successful, it will  
105 be addressed when they mill and install the new top coat, sometime after the season ends.

106 ➤ The architectural renderings for the Championship Drive Gatehouse remodel will be  
107 emailed to Mrs. Adams to distribute to the Board.

108 Mr. Schmitt thanked Mrs. Adams and Mr. Parisi for taking swift action getting the  
109 construction parcel at the back gate cleaned up.

110 Discussion ensued regarding STP landscaping requirements, debris clean up, storing  
111 company trailers, replacing a downed light pole, complaints about aesthetics, no silt barrier,  
112 and the Developer finalizing the Xfinity contract.

113

#### 114 SEVENTH ORDER OF BUSINESS

#### 114 Engineer's Report: *Hole Montes, Inc.*

115

116 Mr. Cole distributed proposals and a spreadsheet of the CDD and Mulberry Lane  
117 sidewalk repair locations to repair critical sidewalk panels to prevent tripping hazards.

118

119 **On MOTION by Mr. Weinberg and seconded by Mr. Slater, with all in favor, the**  
120 **Collier Paving & Concrete Proposal dated December 19, 2022, for Concrete**  
121 **Sidewalk Repairs associated with the CDD, not damaged by tree roots, in the**  
122 **amount of \$31,369.70, was approved.**

123

124

125 Mr. Cole stated that the next proposal does not include sections around the curb where  
126 the tree caused the road and valley gutter to buckle, which will need to be addressed later.

127 Mr. Pires discussed the Board's direction to prepare a Resolution about the CDD's policy  
128 to inform affected homeowners and HOAs of their responsibility to maintain and taken action  
129 to install a root barrier and make necessary repairs. He presented letters dated December 8,  
130 2022 to Ms. Ruby and Mr. Wheat at the last meeting and emailed them to Seacrest Naples LLC.  
131 He discussed the CDD's liability exposure and responsibility to warn people and, notifying  
132 homeowners to correct issues and if not corrected the Board will consider whether to impose  
133 additional assessments. He suggested flagging the property or spray painting these areas and  
134 sending individual notices to each homeowner.

135 Mr. Cole was directed to include inspection information describing the condition of the  
136 area, a photograph and the address, which will be attached to the letter to the homeowner.

137

138 **On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor, the**  
139 **Collier Paving & Concrete Proposal dated December 19, 2022, for Concrete**  
140 **Sidewalk Repairs and root barrier installation between the sidewalk and curb**  
141 **on Mulberry Lane damaged because of tree roots, excluding valley gutters in**  
142 **the street, in the amount of \$31,469.02, and authorizing Mr. Pires to record the**  
143 **Resolution with the Court and include the registered return receipt for the**  
144 **letter sent to the homeowners requesting reimbursement and to prepare**  
145 **individual letters to each homeowner on the Property Appraiser's website**  
146 **notifying them of their responsibility, and authorizing Mr. Cole to inspect,**  
147 **document the conditions and provide a photograph to attach to each letter,**  
148 **was approved.**

149

150

151 Regarding relocating Cherry Oaks Trail speed limit sign, Mr. Cole stated that he  
152 inspected the area and did not see anything wrong with the sign location. He asked if the Board  
153 wants approve Mr. Creamer's request, on behalf of the HOA to relocate it.

154 Discussion ensued regarding possible line-of-sight issues.

155

156 **On MOTION by Mr. Slater and seconded by Mr. Weinberg, with Mr. Slater, Mr.**  
157 **Weinberg, Mr. Christensen and Mr. Badessa in favor and Mr. Schmitt**  
158 **dissenting, authorizing Mr. Cole to proceed with relocating the speed limit sign**  
159 **at Cherry Oaks Trail, was approved. [Motion passed 4-1]**

160

161

162 Mr. Cole reported the following:

163 ➤ The County completed repairs to the water line break north of Fiddler's Creek Parkway  
164 and replaced the sidewalk.

165 ➤ Preparation of the Irrigation Pump House #2 replacement bid package is underway.

166 ➤ The schedule for the Sandpiper Drive traffic signal is a few weeks behind. Trebilcock  
167 Consulting Solutions is responding and submitting 100% design plans to the Florida Department  
168 of Transportation (FDOT) by the end of the week and expects approval around March 1, 2023.

169 Discussion ensued regarding this being a shared expense with CDD #2 and completion  
170 of the project expected within 18 months.

171 Mr. Cole responded to questions regarding obtaining proposals for lake bank erosion  
172 repairs at Mallard and Runway Lane Creek, inspecting valley gutters on Mulberry, inspecting the  
173 sidewalks on Championship Drive with significant cracks and including those in a proposal and  
174 changing the sidewalk inspection from annual to bi-annual.

175

176 **EIGHTH ORDER OF BUSINESS**

**Continued Discussion: Notice of  
177 Anticipatory Breach of Interlocal  
178 Agreement with Fiddler’s Creek CDD #2  
179 [Traffic Signal Cost Sharing]**

180

181 Mr. Adams stated CDD #1 has not been invoiced. He recalled that the Board assigned  
182 fund balance each year to pay CDD #1’s portion of the project, which totals \$352,000 to date  
183 and is likely underfunded. Whether to respond to the letter from CDD #2, Mr. Adams voiced his  
184 opinion that it is not necessary and stated he will provide the steps taken by CDD #1 to fund the  
185 project and resend the Interlocal Agreement to the Board.

186 This item will be removed from future agendas.

187 CDD #2 Board Member John Nuzzo asked for clarification that the CDD #1 Board is not  
188 against paying its full share of the cost and is not looking to split the cost. He was advised to  
189 review the minutes. When asked for CDD #1’s position, Mr. Slater stated the Board does not  
190 have a formal position; CDD #1 will respond once an invoice is received.

191 Discussion ensued regarding CDD #1 not responding to the CDD #2 letter and CDD #1’s  
192 position to take \$100,000 of the money CDD #2 will receive from Halverson.

193 CDD #2 Board Member Elliot Miller asked about Mr. Cole’s earlier comment about the  
194 project going into 2024 and the budget and stated that, if CDD #1 breaches the Interlocal  
195 Agreement, CDD #2 will deal with it then.

196

197 **NINTH ORDER OF BUSINESS**

**Discussion: Temporary Construction Site  
198 Fiddler’s Creek Parkway and Sandpiper**

199

200 This item was discussed during the Sixth Order of Business.

201

202 **TENTH ORDER OF BUSINESS**

**Consideration of Collier Paving & Concrete Proposal for Concrete Sidewalk Repairs**

203

204

205 This item was presented during the Seventh Order of Business.

206

207 **ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of December 31, 2022**

208

209

210 Mr. Christensen asked for an update on the revolving line of credit. He commented that  
211 the holiday lighting arrangement was beautiful and the best one so far. Mr. Adams will contact  
212 the bank regarding the status of his request.

213 The financials were accepted.

214

215 **TWELFTH ORDER OF BUSINESS**

**Approval of December 14, 2022 Regular Meeting Minutes**

216

217

218 Mr. Slater presented the December 14, 2022 Regular Meeting Minutes. The following  
219 changes were made:

220 Line 146: Change "Christensen" to "Weinberg"

221 Line 303: Change "Interlocal" to "Non-Disturbance and Encroachment"

222

**On MOTION by Mr. Schmitt and seconded by Mr. Christensen, with all in favor, the December 14, 2022 Regular Meeting Minutes, as amended, were approved.**

223

224

225

226

227 **THIRTEENTH ORDER OF BUSINESS**

**Action/Agenda or Completed Items**

228

229 Items 3, 6, 8, 9, 10, 17, 18, 19, 22 and 23 were completed.

230 Item 1: Mr. Pires emailed materials to Mr. Parisi and will schedule a meeting to discuss.

231 Item 5: Mr. Adams: Email the Assessment Collection Schedule by month to the Board.

232 Item 7: Mr. Parisi will check the status.

233 Item 9: Security staff's duties were reallocated; overnight gatehouse staff is being  
234 trained to monitor the devices for violations.

235

236 **FOURTEENTH ORDER OF BUSINESS** **Staff Reports**

237

238 **A. District Counsel: *Woodward, Pires and Lombardo, P.A.***

239 There was no report.

240 **B. District Manager: *Wrathell, Hunt and Associates, LLC***

- 241
- **NEXT MEETING DATE: February 22, 2023 at 8:00 A.M.**

242 

- **QUORUM CHECK**

243 Supervisors Badessa, Christensen, Schmitt and Weinberg confirmed their attendance at  
244 the February 22, 2023 meeting. Supervisor Slater will not be present.245 **C. Operations Manager: *Wrathell, Hunt and Associates, LLC***

246 Mrs. Adams distributed and presented the Monthly Field Operations Report.

247 Resident and Landscape Advisory Committee Member Shannon Benedetti stated that a  
248 Report was emailed to Mrs. Adams to forward to the Board. The Landscape Committee  
249 documented and photographed over 1,000 dead bougainvillea's; aging, neglected and missing  
250 plants; sink holes and missing or dead patchy grasses throughout the community. Mrs. Adams  
251 is obtaining proposals.252 Discussion ensued about installing a variety of plants, initiating a plant maintenance  
253 program subject to approval from the Design Review Committee (DRC), landscape replacement  
254 budget, engaging a Landscape Architect and the eight-year life span of bougainvillea.

255

256 **On MOTION by Mr. Schmitt and seconded by Mr. Weinberg, with all in favor,**  
257 **engaging a Landscape Architect to assess landscaping throughout the**  
258 **community and make recommendations for improvements, was approved.**

259

260

261 **FIFTEENTH ORDER OF BUSINESS** **Supervisors' Requests**

262

263 A Board Member stated he was disturbed by the behavior of those using the facilities  
264 during the holiday season.

265

266 **SIXTEENTH ORDER OF BUSINESS** **Public Comments**



267

268           There were no public comments.

269

270 **SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

271

272           There being nothing further to discuss, the meeting adjourned at 9:46 a.m.

273

274

275

276

277

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

278  
279  
280  
281  
282  
283

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Secretary/Assistant Secretary

---

Chair/Vice Chair

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**ACTION/AGENDA  
ITEMS**

### FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.27.18	<b>ACTION</b>	Per Mr. Brougham, Ms. Lord to request that the CDD receive a status report on its boundary legal bills. <b>10.24.18</b> , Mr. Pires working with Ms. Lord to resolve a few items. <b>12.09.20</b> , Mr. Pires to speak with Mr. Parisi re reimbursement of CDD legal costs. <b>05.26.21</b> Mr. Pires to pursue settlement offer & discuss with Mr. Parisi. <b>02.23.22</b> Mr. Pires to follow up on this item. <b>03.23.22</b> Mr. Pires to meet with Mr. Parisi to discuss. <b>06.22.22</b> Send details to Mr. Parisi. <b>07.27.22</b> Sending package today. <b>8.31.22</b> Mr. Pires requested to have this resolved. <b>12.14.22/01.25.23</b> Mr. Pires to meet with Mr. Parisi to discuss materials.	X			
2	02.23.22	<b>ACTION/AGENDA</b>	Mr. Adams: Request adjustment of the Horizons Bank Revolving Line of Credit Term to match up with the calendar year. <b>03.23.22</b> Revisions to Term Sheet submitted; final documents pending. <b>06.22.22</b> : Awaiting revised documents. <b>07.27.22</b> Bank changed now New Horizons. <b>01.25.23</b> Mr. Adams check on status.	X			
3	08.31.22	<b>ACTION</b>	Mr. Pires: Send letter to Southwest Properties & Mulberry HOA about their responsibility to inform residents of their responsibility to pay for sidewalk repair and tree trimming costs due to tree roots damaging CDD property. Copy of the CDD Rule and Tree Trimming policy will be included in the letter. <b>10.26.22</b> Mr. Cole: Provide photographs to Mr. Pires. Mr. Pires: Record certified copy of the resolution in the public record. <b>12.14.22</b> Mrs. Adams: Ask resident for clean copy of backup materials and have Mr. Cole's Nov 15, 2022 email included in the minutes. Mr. Pires: Work with Staff to prepare Agreement, file letter and Resolution with Court and have resident pay recording fee. <b>01.25.23</b> Mr. Pires: Record Resolution with the court and attached to individual letters to the homeowner. Mr. Cole: Add to project, sidewalk repair on Championship Drive.	X	X		
4	08.31.22	<b>ACTION</b>	Mr. Adams: Research reason for shortage in assessment levy. <b>10.26.22</b> Mr. Adams: Working with the County. <b>01.25.23</b> Mr. Adams to email the Assessment Collection Schedule by month to the Board.	X	X		
5	10.26.22	<b>ACTION</b>	Mr. Benet: Confirm satellites at Bent Creek and all Villages are working. <b>01.25.23</b> Mr. Parisi to check on status.	X			

### FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
6	10.26.22	<b>ACTION/AGENDA</b>	Mr. Parisi: Present bids for Championship Gate redesign.	X			
7	10.26.22	<b>ACTION</b>	Mr. Cole: Have Inspector review faded three-way stop sign at Fiddler's Creek Parkway and median on Sandpiper inspected for line of sight issues. Document all signage that needs to be repaired due to Hurricane Ian.	X	X		
8	10.26.22	<b>ACTION</b>	Mr. Parisi: Follow up with Juniper regarding Mr. Fritz's photos of tree trimming work facing Montreux.	X			
9	10.26.22	<b>ACTION</b>	Mr. Cole: Re-assess Mallards and Runaway Lane Creek areas for upcoming lake bank erosion projects. <b>12.14.22</b> Mr. Cole: Provide recommendations at next meeting. <b>01.25.23</b> Mr. Cole: Obtain proposals to repair lake bank erosion.	X			
10	10.26.22	<b>ACTION</b>	Mr. Pires: Forward agenda backup materials from County Selection Committee meeting about Watershed Improvement Plan to Mr. Parisi, Mr. Cole and Mr. Adams. Mr. Slater: Obtain further information from Mr. Patterson.	X			
11	12.14.22	<b>ACTION/AGENDA</b>	Mr. Albeit: Provide new Irrigation Management Shared Agreement at next meeting.	X	X		
12	12.14.22	<b>ACTION</b>	Mr. Jasiocki: Find out if Juniper is addressing the 3 downed trees off Championship Drive and Montreux.	X			
13	12.14.22	<b>ACTION</b>	Mr. Albeit: Give Mrs. Adams Juniper's count & locations of trees lost in hurricane, so the CDD can replace them.	X			
14	01.25.23	<b>ACTION</b>	Mrs. Adams: Have two dead trees near Montreux Lane removed.	X	X		
15	01.25.23	<b>ACTION</b>	Mrs. Adams: Send Mr. Barrow request from Ms. Hirsch to replace the shrubs between Championship Drive and 7621 Mulberry Lane.	X			
16	01.25.23	<b>ACTION</b>	Mr. Maher: Inspect, treat & remove bullrush in lakes on resident side.	X			
17	01.25.23	<b>ACTION</b>	Mr. Jasiocki: Have cones removed at intersection of Whisper Trace & Peppertree. Find out why temporary meter is connected to fire hydrant along Championship Dr. and report findings at next meeting.	X			
18	01.25.23	<b>ACTION/AGENDA</b>	Mr. Parisi: Email Architectural gatehouse renderings to Mrs. Adams to forward to Board.	X			

**FIDDLER'S CREEK CDD #1**

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
19	01.25.23	<b>ACTION</b>	Mr. Cole: Inspect, document sidewalk conditions & provide photograph to attach with Resolution & letter to the affected homeowner.	X			
20	01.25.23	<b>ACTION</b>	Mr. Cole: Proceed with relocating Cherry Oaks Trail speed limit sign.	X			
21	01.25.23	<b>ACTION</b>	Mr. Adams: Email Board action taken to fund Traffic Signal Project with CDD #2 and resend the Interlocal Agreement.	X			
22	01.25.23	<b>ACTION</b>	Mrs. Adams: Engage Landscape Architect to assess landscape throughout community and recommend improvements.	X			

## FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	07.27.22	<b>ACTION/AGENDA</b>	Mr. Cole: Obtain proposal to inspect and repair sidewalk trip hazards. <b>08.31.22</b> Mr. Cole: Have contractor identify reason for damage and provide repair cost per address. <b>12.14.22</b> Mr. Cole: Present Collier Paving proposals at next meeting.			X	01.25.23
2	10.26.22	<b>ACTION</b>	Mr. Slater: Ask County, if it will schedule a pickup of curbside debris and advise Mr. Darryll Adams to relay to residents.			X	01.25.23
3	10.26.22	<b>ACTION</b>	Mrs. Adams: Review The Foundation Agreement to see if they need to pay for extra pressure washing services.			X	01.25.23
4	10.26.22	<b>ACTION</b>	Mr. Albeit: Track time spent monitoring speeding devices for violations and make necessary adjustments for efficient use of time. <b>01.25.23</b> overnight gatehouse staff is being trained to monitor the devices.			X	01.25.23
5	10.26.22	<b>ACTION</b>	Mr. Parisi: Have cameras installed at construction area close to Sandpiper.			X	01.25.23
6	12.14.22	<b>ACTION</b>	Mr. Cole: Research and if possible, relocate speed devices to Cherry Oaks Trail and find out if County approval is needed to paint roadway. Mr. Creamer: Email addresses to Mrs. Adams to email to Mr. Cole.			X	01.25.23
7	12.14.22	<b>ACTION</b>	Mrs. Adams: Have Staff address downed lake entry fountain and email update to Board.			X	01.25.23
8	12.14.22	<b>ACTION/AGENDA</b>	Agenda Item: Irrigation and Pressure Cleaning Efforts: Replace "Julie Starr" with "Ed Jasiiecki"			X	01.25.23
9	12.14.22	<b>ACTION</b>	Mr. Albeit: Find out if entrance at 951 and Fiddler's Creek Parkway is being used as a holding place.			X	01.25.23
10	12.14.22	<b>ACTION/AGENDA</b>	Mr. Cole: Present proposed bid package to replace Irrigation Pump House #2 and proposal to repair doors and screens for exhaust fan.			X	01.25.23

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**STAFF  
REPORTS**



<b>FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 26, 2022</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>December 14, 2022*</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>January 25, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>February 22, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>March 22, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>April 26, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>May 24, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>June 28, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>July 26, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>August 23, 2023</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>8:00 AM</b>
<b>September 27, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>

**\*Exception**

*December meeting date is two weeks earlier to accommodate the Christmas Holiday.*