

# **FIDDLER'S CREEK**

**COMMUNITY DEVELOPMENT**

**DISTRICT #2**

**June 23, 2021**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

# Fiddler's Creek Community Development District #2

## 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

June 16, 2021

**ATTENDEES:**

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

Board of Supervisors

Fiddler's Creek Community Development District #2

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #2 will hold a Regular Meeting on June 23, 2021 at 10:00 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. Presentation/Consideration: Proposed District Boundary Changes
  - A. CDD Area Exchanges (Maps)
  - B. Consideration of Resolution 2021-05, Authorizing the Filing of a Petition with the Board of County Commissioners of Collier County, Florida for a Modification of the District's Boundaries and the Jurisdiction of the District Through Contraction; Providing for Certain Requirements Implementing Section 190.046(1), Florida Statutes; Providing for Severability, Conflicts and an Effective Date
  - C. Consideration of Boundary Amendment Funding and Debt Assessment Payoff Agreement with GB Hidden Cove, LLC
4. Continued Discussion/Consideration: Roadway Facilities Lease Agreement By and Between Callista at Fiddler's Creek Condominium Association, Inc., and Fiddler's Creek Community Development District #2
  - Update: Status of Streetlight Installation and Curb and Valley Gutter Repairs
5. Continued Discussion: Fiscal Year 2022 Proposed Budget
6. Continued Discussion: Aviamar Entry Landscape Renovation
  - A. Design Plans – Juniper Landscaping (GulfScapes Landscape Management Services Proposal #2653)
  - B. Modifications – GulfScapes Landscape Management Services Proposal #2656

- C. Discussion/Consideration: Landscape Renovation Proposal
- 7. Update: Increase in Directors & Officers General Liability Coverage to \$5 Million
- 8. Health, Safety and Environment Report
  - Irrigation and Pressure Washing Efforts – Todd Lutz
  - Security and Safety Update – Dan Frechette
- 9. Developer's Report/Update
- 10. Engineer's Report: *Hole Montes, Inc.*
  - Update: Status of Sandpiper Gatehouse Opening and Completion of Construction Roads
- 11. Continued Discussion: Status of Line of Credit for Impending Hurricane Season
  - Bond Call Dates/Possible Refinancing Opportunities
- 12. Acceptance of Unaudited Financial Statements as of May 31, 2021
- 13. Approval of May 26, 2021 Regular Meeting Minutes
- 14. Public Comments
- 15. Staff Reports
  - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
    - I. Update: Letter to Taylor Morrison Regarding Hedge Removal and Berm
    - II. Update: Amaranda Landscape Maintenance
    - III. Update: Halvorsen Traffic Signal Contribution Discussion
  - B. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: July 28, 2021 at 10:00 A.M.

○ QUORUM CHECK

Victoria DiNardo	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Elliot Miller	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Linda Viegas	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
John P. Nuzzo	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Bill Klug	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

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

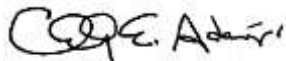
16. Supervisors' Requests

- Follow-Up Items:
  - I. Enlarge Pad Around Newly Installed Bench on Sandpiper to Provide Wheelchair Access
  - II. New Bench on Museo Not Anchored to Pad
  - III. Replace Temporary Pedestrian Crosswalk Sign at Intersection of Campanile and Museo with Permanent Sign
  - IV. Adjust Timers for Veneta Fountain Sprinklers – No Irrigation on Fridays

17. 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

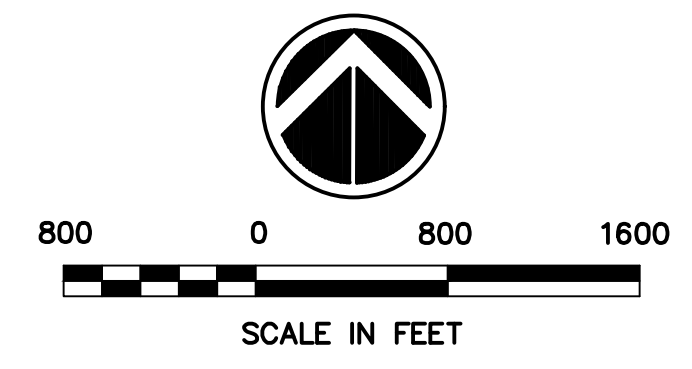
FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

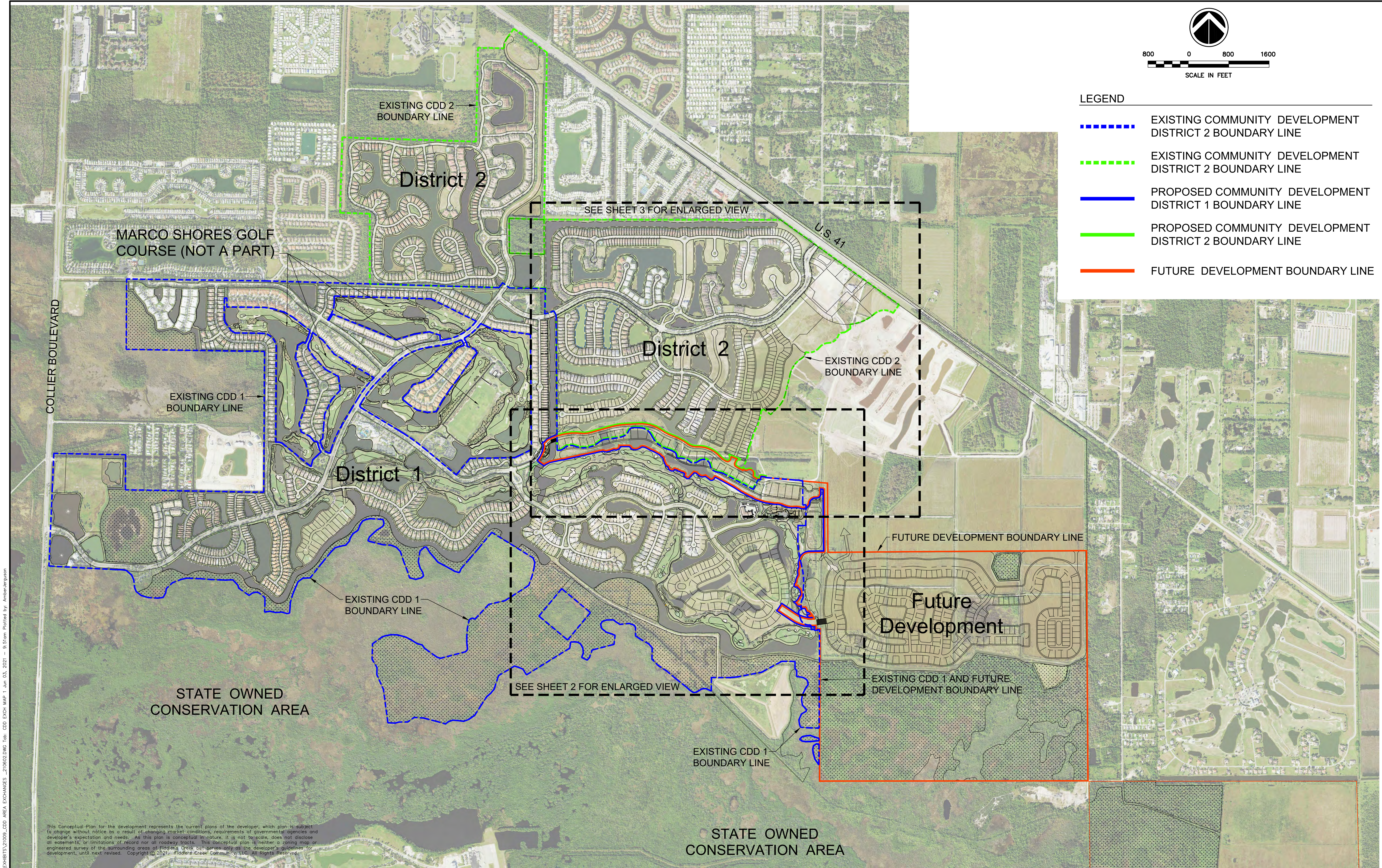
**CONFERENCE ID: 8593810#**

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#2**

**3A**



- LEGEND**
- - - - - EXISTING COMMUNITY DEVELOPMENT DISTRICT 2 BOUNDARY LINE
  - - - - - EXISTING COMMUNITY DEVELOPMENT DISTRICT 2 BOUNDARY LINE
  - PROPOSED COMMUNITY DEVELOPMENT DISTRICT 1 BOUNDARY LINE
  - PROPOSED COMMUNITY DEVELOPMENT DISTRICT 2 BOUNDARY LINE
  - FUTURE DEVELOPMENT BOUNDARY LINE



This Conceptual Plan for the development represents the current plans of the developer, which plan is subject to change without notice as a result of changing market conditions, requirements of governmental agencies and developer's expectation and needs. As this plan is conceptual in nature, it is not to scale, does not disclose all easements, or limitations of record nor all roadway tracts. This conceptual plan is neither a zoning map or an engineered survey of the surrounding areas of Fiddler's Creek but serves only as the developer's guidelines for development, until next revised. Copyright © 2021, Fiddler's Creek Community, LLC. All Rights Reserved.

H:\2021\2021009\DWG\EXHIBITS\2109\_CDD AREA EXCHANGES - 210602.DWG Tab: CDD EXCH MAP T Jun 03, 2021 - 8:51am Plotted by: Amberdegen



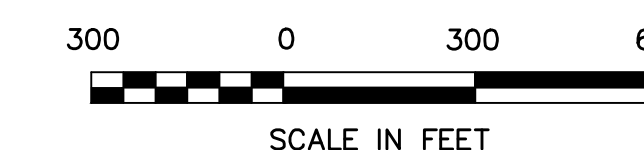
DESIGNED BY W.T.C.	DATE 4/21
DRAWN BY A.L.J.	DATE 4/21
CHECKED BY W.T.C.	DATE 4/21
VERTICAL SCALE VERT	HORIZONTAL SCALE 1"=800'



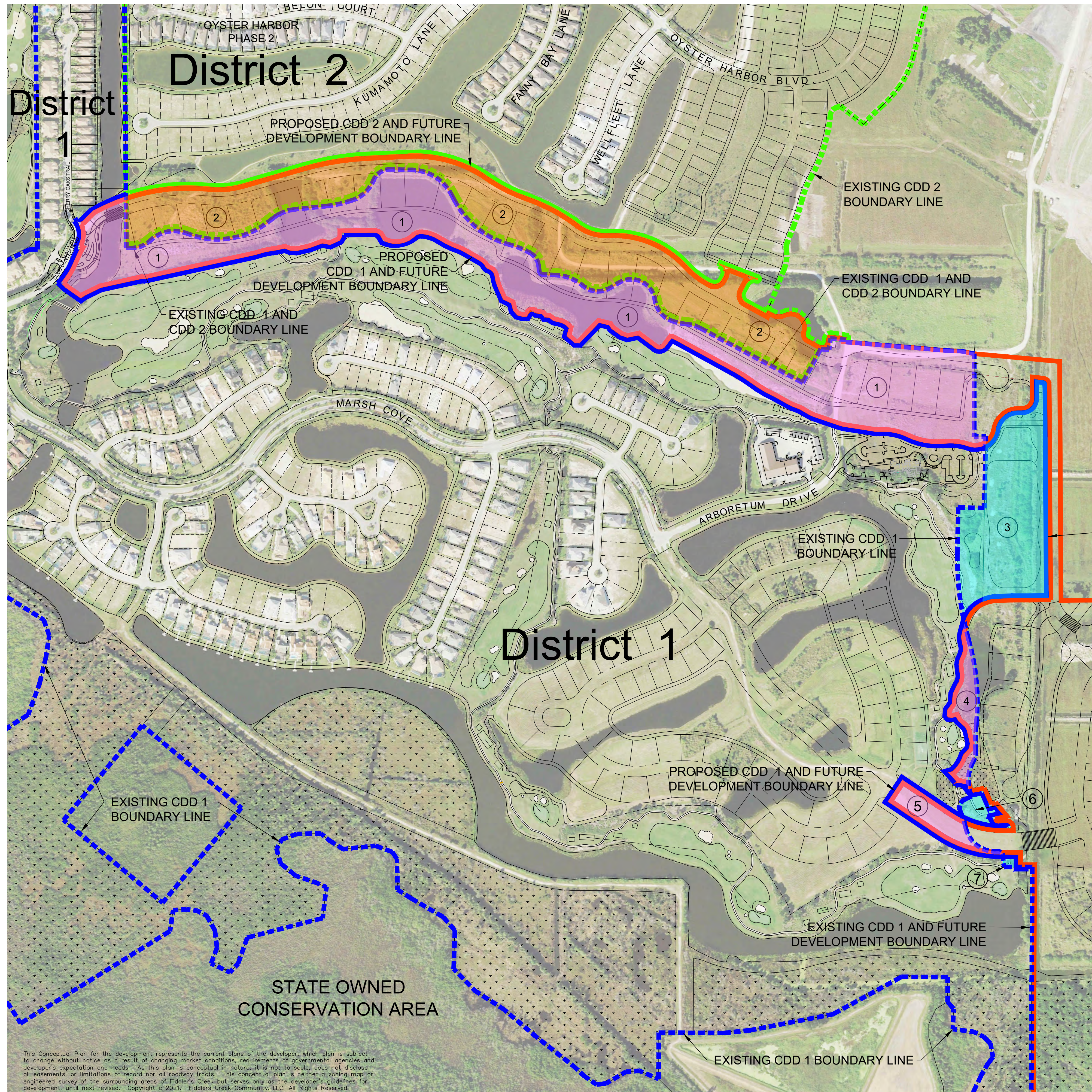
950 Encore Way  
Naples, FL. 34110  
Phone: (239) 254-2000  
Florida Certificate of  
Authorization No.1772

**COMMUNITY DEVELOPMENT DISTRICT  
1 AND 2 CDD BOUNDARY MAPS**

CAD FILE NAME:	DRAWING NO.:
SEE PLOTSTAMP	5000-1
PROJECT NO.:	SHEET NO.:
2002.036	1 OF 3



HW 2021.009 CDD EXCHANGE MAP



**LEGEND**

- EXISTING COMMUNITY DEVELOPMENT DISTRICT 1 BOUNDARY LINE
- EXISTING COMMUNITY DEVELOPMENT DISTRICT 2 BOUNDARY LINE
- PROPOSED COMMUNITY DEVELOPMENT DISTRICT 1 BOUNDARY LINE
- PROPOSED COMMUNITY DEVELOPMENT DISTRICT 2 BOUNDARY LINE
- FUTURE DEVELOPMENT BOUNDARY LINE
- FROM COMMUNITY DEVELOPMENT DISTRICT 1 TO FUTURE DEVELOPMENT
- FROM COMMUNITY DEVELOPMENT DISTRICT 2 TO FUTURE DEVELOPMENT
- FROM FUTURE DEVELOPMENT TO DISTRICT 1

LAND AREA	CDD 1	CDD 2	FUTURE DEVELOPMENT
1	-34.93	-	+34.93
2	-	-25.42	+25.42
3	+10.94	-	-10.94
4	-1.73	-	+1.73
5	-1.11	-	+1.11
6	+0.79	-	-0.79
7	+0.14	-	-0.14
Net Change	-25.90	-25.42	+51.32

**AREAS OF CHANGE**

CDD AREA	PREVIOUS AREA (Ac.)	PROPOSED AREA (Ac.)	NET CHANGE AREA (Ac.)
1	1,342.95	1,317.05	-25.90
2	849.73	824.31	-25.42

This Conceptual Plan for the development represents the current plans of the developer, which plan is subject to change without notice as a result of changing market conditions, requirements of governmental agencies and developer's expectation and needs. As this plan is conceptual in nature, it is not to scale, does not disclose all easements, or limitations of record nor all roadway tracts. This conceptual plan is neither a zoning map or engineered survey of the surrounding areas of Fiddler's Creek but serves only as the developer's guidelines for development, until next revised. Copyright © 2021, Fiddler's Creek Community, LLC. All Rights Reserved.

HW 2021.009 CDD EXCHANGE MAP AREA EXCHANGES - 210602.DWG Tab: CDD3 EXCH10 Jun 03, 2021 - 9:52am Plotted by: Amberlegason

LETTER	REVISIONS	DATE



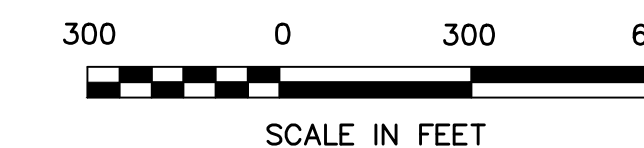
DESIGNED BY	W.T.C./A.L.J.	DATE	4/21
DRAWN BY	A.L.J.	DATE	4/21
CHECKED BY	W.T.C.	DATE	4/21
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1" = 300'



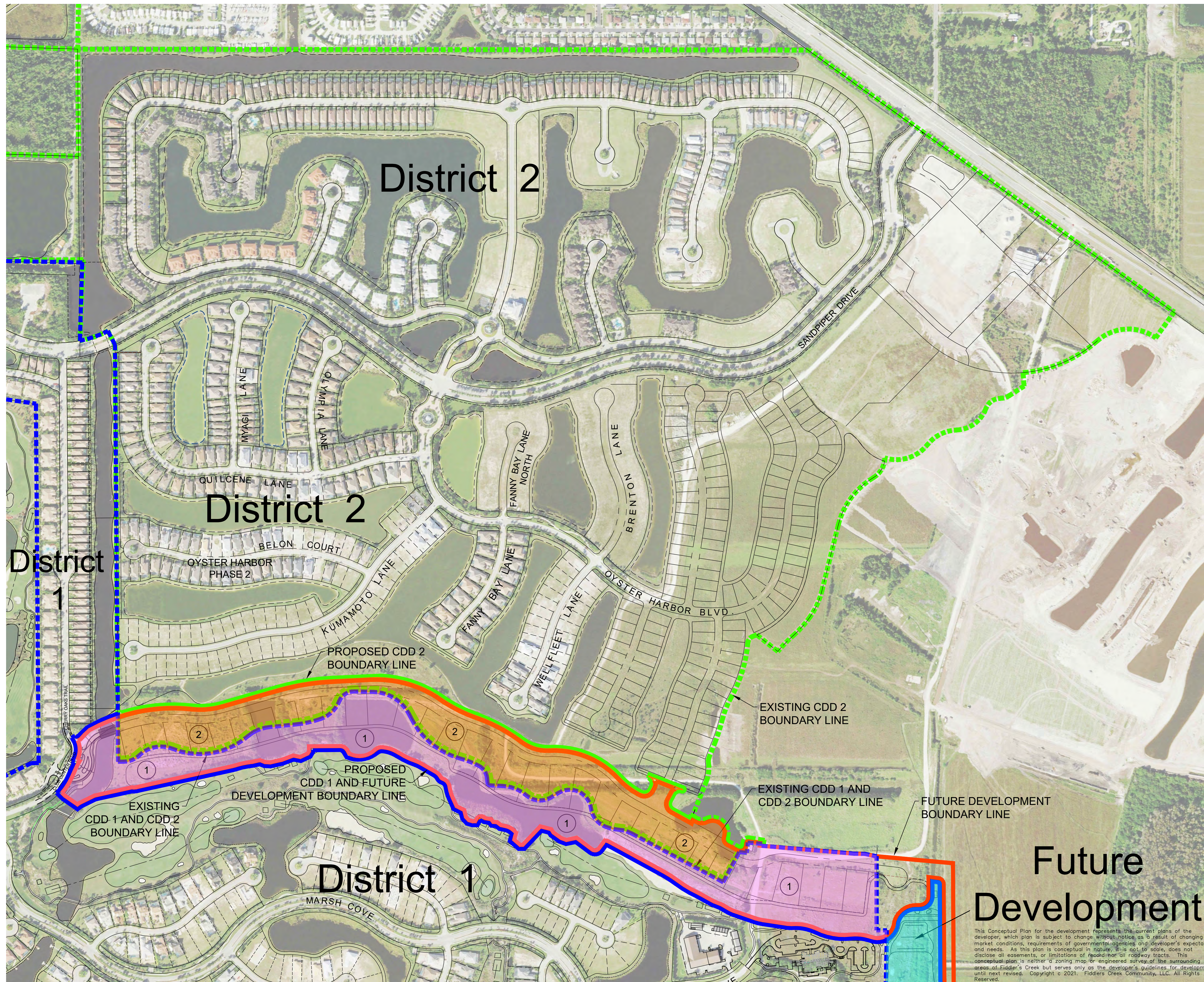
950 Encore Way  
Naples, FL 34110  
Phone: (239) 254-2000  
Florida Certificate of  
Authorization No.1772

**COMMUNITY DEVELOPMENT  
DISTRICT 1  
PROPOSED REVISIONS MAP**








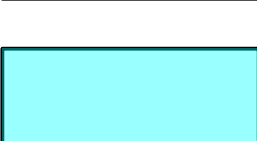
THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:	CAD FILE NAME:	DRAWING NO.:
	SEE PLOTSTAMP	5000-2
	PROJECT NO.:	SHEET NO.:
	2021.009	2 OF 3



HW 2021.009 CDD3 EXCHANGE MAP



LEGEND

-  EXISTING COMMUNITY DEVELOPMENT DISTRICT 1 BOUNDARY LINE
-  EXISTING COMMUNITY DEVELOPMENT DISTRICT 2 BOUNDARY LINE
-  PROPOSED COMMUNITY DEVELOPMENT DISTRICT 1 BOUNDARY LINE
-  PROPOSED COMMUNITY DEVELOPMENT DISTRICT 2 BOUNDARY LINE
-  FUTURE DEVELOPMENT BOUNDARY LINE
-  FROM COMMUNITY DEVELOPMENT DISTRICT 1 TO FUTURE DEVELOPMENT
-  FROM COMMUNITY DEVELOPMENT DISTRICT 2 TO FUTURE DEVELOPMENT
-  FROM FUTURE DEVELOPMENT TO DISTRICT 1

AREAS OF CHANGE

CDD AREA	PREVIOUS AREA (Ac.)	PROPOSED AREA (Ac.)	NET CHANGE AREA (Ac.)
1	1,342.95	1,317.05	-25.90
2	849.73	824.31	-25.42

LAND AREA	CDD 1	CDD 2	FUTURE DEVELOPMENT
1	-34.93	-	+34.93
2	-	-25.42	+25.42
3	+10.94	-	-10.94
4	-1.73	-	+1.73
5	-1.11	-	+1.11
6	+0.79	-	-0.79
7	+0.14	-	-0.14
Net Change	-25.90	-25.42	+51.32

This Conceptual Plan for the development represents the current plans of the developer, which plan is subject to change without notice as a result of changing market conditions, requirements of governmental agencies and developer's expectation and needs. As this plan is conceptual in nature, it is not to scale, does not disclose all easements, or limitations of record-line of roadway tracts. This conceptual plan is neither a zoning map or engineered survey of the surrounding area of Fiddler's Creek but serves only as the developer's guidelines for development, until next revised. Copyright © 2021, Fiddler's Creek Community, LLC. All Rights Reserved.

HW 2021.009 CDD3 EXCHANGE MAP - CDD AREA EXCHANGES - 2/16/2021 DWG Tab: CDD3 EXCHANGES - 9:54am Plotted by: Amberberger

LETTER	REVISIONS	DATE



DESIGNED BY W.T.C./A.L.J.	DATE 4/21
DRAWN BY A.L.J.	DATE 4/21
CHECKED BY W.T.C.	DATE 4/21
VERTICAL SCALE N/A	HORIZONTAL SCALE 1" = 300'



950 Encore Way  
Naples, FL. 34110  
Phone: (239) 254-2000  
Florida Certificate of  
Authorization No.1772

**COMMUNITY DEVELOPMENT  
DISTRICT 2  
PROPOSED REVISIONS MAP**

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:	CAD FILE NAME: SEE PLOTSTAMP	DRAWING NO.: 5000-3
DATE	PROJECT NO.: 2021.009	SHEET NO.: 3 OF 3



**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#2**

**3B**

**RESOLUTION NO. 2021-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 AUTHORIZING THE FILING OF A PETITION WITH THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA FOR A MODIFICATION OF THE DISTRICT’S BOUNDARIES AND THE JURISDICTION OF THE DISTRICT THROUGH CONTRACTION; PROVIDING FOR CERTAIN REQUIREMENTS IMPLEMENTING SECTION 190.046(1), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, Fiddler’s Creek Community Development District #2 (the “**District**”) is a community development district that was established pursuant to the provisions of Chapter 190, Florida Statutes by Ordinance No. 02-61 adopted by the Board of County Commissioners of Collier County, Florida on November 19, 2002, which ordinance became effective on December 2, 2002, as subsequently amended by Ordinance Nos. 2014-26, 2017-16, 2019-15 and 2019-32 adopted by the Board of County Commissioners of Collier County, Florida; and

**WHEREAS**, the District is in legal existence and in good standing; and

**WHEREAS**, GB Hidden Cove, LLC, a Florida limited liability company (the “**Developer**”) and its affiliates are presently developing real property within and/or adjacent to the District; and

**WHEREAS**, the Developer has approached the Board of Supervisors of the District (the “**Board**”) and requested the District petition the Board of County Commissioners of Collier County, Florida to amend the District’s boundaries to remove certain lands currently located within the District as generally depicted on **Exhibit “A”** attached hereto and made a part hereof; and

**WHEREAS**, the Developer has agreed to pay all costs, fees and expenses associated with the preparation, filing and pursuit of the aforesaid described petition to the Florida Land and Water Adjudicatory Commission (“**Petition**”); and

**WHEREAS**, the modification of the external boundaries and jurisdiction of the District through contraction will provide better service to the landowners, both existing and future, and ultimate residents and citizens of the District; and

**WHEREAS**, Chapter 190, Florida Statutes, provides a mechanism by which the land area and jurisdiction of the District may be modified by contraction; and

**WHEREAS**, in order to seek a boundary amendment pursuant to Chapter 190, Florida Statutes, the District desires to authorize the District staff including, without limitation, legal, engineering, and managerial staff, to provide such services as are necessary through the pendency of the boundary amendment process; and

**WHEREAS**, the District desires to authorize the District Manager and District Counsel to assist Developer and Developer’s counsel (Coleman, Yovanovich & Koester, P.A.) in a petition to the Board of County Commissioners of Collier County, Florida to amend its boundaries in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which includes the preparation of a

petition to the Board of County Commissioners of Collier County, Florida, the holding of a local public hearing in accordance with Section 190.046(1), Florida Statutes and such other actions as are necessary in furtherance of the boundary amendment process.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2:**

**SECTION 1. INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained within the foregoing recitals of this Resolution are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. PETITION.** The District hereby authorizes the preparation and filing of a petition acceptable to and approved by the Board, with the Board of County Commissioners of Collier County, Florida for a modification of the external boundaries and jurisdiction of the District through contraction under Section 190.046(1), Florida Statutes to amend the boundaries generally as depicted on Exhibit “A” attached hereto and made a part hereof. The District Manager and District Counsel are authorized to assist Developer and Developer’s counsel (Coleman, Yovanovich & Koester, P.A.) in the filing and pursuit of such Petition. The District staff and Developer’s counsel are authorized to take all steps necessary to effectuate the intent of this Resolution, including, without limitation, such work to assist the pursuit of the petition to the Board of County Commissioners of Collier County, Florida, preparation of necessary petition attachments, paying appropriate filing fees, coordinating the notice and the conduct of the public hearing required pursuant to Section 190.046(1), Florida Statutes. The District is authorized to enter into that certain “Boundary Amendment Funding And Debt Assessment Payoff Agreement” with the Developer, in the form and content as that attached as **Exhibit “B”** hereto, whereby staff shall obtain a separate agreement from the Developer covenants to: A. pay the costs, fees and expenses relating to the boundary modification process and the Petition, including but not limited to pay the costs and expenses of District staff; and, B. pay off the Debt Assessment defined in the “Boundary Amendment Funding And Debt Assessment Payoff Agreement” levied and imposed upon the Contraction Property defined in the “Boundary Amendment Funding And Debt Assessment Payoff Agreement” .

**SECTION 3. SEVERABILITY.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 4. CONFLICTS.** This Resolution is intended to amend the Annual Assessment Resolution, which resolution shall remain in full force and effect except to the extent modified herein. This Resolution and the Annual Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** at a meeting of the Board of Supervisors of Fiddler's Creek Community Development District #2 this 23<sup>rd</sup> day of June, 2021.

**FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #2**

ATTEST:

\_\_\_\_\_  
Chesley E. Adams, Jr., Secretary

\_\_\_\_\_  
Elliot Miller, Chair

**EXHIBIT "A"**

**DEPICTION OF BOUNDARY AMENDMENT**

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#2**

**3C**

**BOUNDARY AMENDMENT FUNDING AND  
DEBT ASSESSMENT PAYOFF AGREEMENT**

**THIS BOUNDARY AMENDMENT FUNDING AND DEBT ASSESSMENT PAYOFF AGREEMENT** (this “**Agreement**”) is made and entered into this 23<sup>rd</sup> day of June, 2021, by and between **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”), and **GB HIDDEN COVE, LLC**, a Florida limited liability company, landowner and primary developer of lands within the District (the “**Developer**”).

**WHEREAS**, the District is a community development district that was established pursuant to the provisions of Chapter 190, Florida Statutes, by the Board of County Commissioners of Collier County, Florida; and

**WHEREAS**, pursuant to Chapter 190, Florida Statutes, the District is authorized to construct, acquire, and maintain infrastructure improvements and services, including but not limited to roadways, stormwater management facilities, utilities, security facilities, and other public infrastructure; and

**WHEREAS**, the District currently provides public infrastructure systems, facilities, and services to the real property within the District, and

**WHEREAS**, the Developer and its affiliates presently are developing real property within and adjacent to the District; and

**WHEREAS**, the Developer has approached the District and requested that the District’s boundaries be amended pursuant to Section 190.046, Florida Statutes to remove certain lands currently located within the District as generally depicted on Exhibit “A” attached hereto and made a part hereof (the “**Boundary Amendment**”); and

**WHEREAS**, the Boundary Amendment proposed by the Developer is within the amendment size restrictions contained within Section 190.046(1), Florida Statutes; and

**WHEREAS**, the District has authorized the pursuit of the Boundary Amendment pursuant to Resolution No. 2021-05; and

**WHEREAS**, the Developer, in conjunction with the District, agrees to pursue the Boundary Amendment in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition acceptable to and approved by the Board of Supervisors (“**Board**”) of the District to the Board of County Commissioners of Collier County, Florida and such other actions as are necessary in furtherance of the boundary amendment process; and

**WHEREAS**, the District has authorized District staff, including but not limited to legal, engineering, and managerial staff, to assist Developer and Developer’s counsel and other retained professionals and consultants to provide such services as are reasonably necessary throughout the Boundary Amendment process; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District; and

**WHEREAS**, the Developer agrees to provide sufficient funds to the District to reimburse the District for any such expenditures that are necessary or required relating to the Boundary Amendment including, but not limited, to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses; and

**WHEREAS**, the District has previously issued certain special assessment revenue bonds that are secured, in part, by special assessments (the “**Debt Assessments**”) levied and imposed upon the property to be removed from the District pursuant to the Boundary Amendment (the “**Contraction Property**”). The parties agree the Debt Assessments allocated to and levied and imposed upon the Contraction Property will be paid off and satisfied in full by the Developer following the successful completion of the Boundary Amendment as provided herein.

**NOW, THEREFORE**, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **PROVISION OF FUNDS.** The Developer, through Developer’s counsel, agrees to assume the primary role for the pursuit of the Boundary Amendment. The Developer shall be solely responsible for the payment of the costs and expenses of its counsel and consultants and the payment of all filing and advertising fees relating to the Boundary Amendment. The District has authorized District staff, including but not limited to legal, engineering, and managerial staff, to assist Developer and Developer’s counsel and retained consultants to provide such services as are reasonably necessary and requested by the Developer to process the petition acceptable to and approved by the Board throughout the Boundary Amendment process. The Developer agrees to make available to the District such funds as are necessary to enable the District to pay the cost and expense of District staff in their assistance in the Boundary Amendment process and proceedings. The Developer will remit such funds to the District on a monthly basis, within twenty (20) days after a written request by the District.

3. **DEBT ASSESSMENT PAYOFF.** The Contraction Property is subject to certain Debt Assessments, which Debt Assessments were levied and imposed by the District upon the Contraction Property in connection with special assessment revenue bonds previously issued by the District. The Developer agrees to pay in full to the District the outstanding balance of the Debt Assessments allocated to and levied and imposed upon the Contraction Property in amounts as determined and calculated by the District (i.e. the principal amount allocated to the Contraction Property plus accrued interest through the date of payoff) within fifteen (15) days after the effective date of the ordinance adopted by Board of County Commissioners of Collier County, Florida approving the Boundary Amendment for the Contraction Property.

4. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. **ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings. Venue and jurisdiction for any litigation arising out of or



related to this Agreement shall in the Florida state court of appropriate jurisdiction in Collier County, Florida.

6. **AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

7. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

8. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

9. **NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be hand delivered, mailed by first class regular U.S. mail, commercial overnight delivery service or email, to the parties, as follows:

If to GBHC: GB Hidden Cove, LLC  
8156 Fiddler’s Creek Parkway  
Naples, FL 34114  
Attn: Aubrey J. Ferrao and Joe Parisi  
[ajf@gulfbay.com](mailto:ajf@gulfbay.com)  
[parisiJ@gulfbay.com](mailto:parisiJ@gulfbay.com)

With a copy to: Coleman, Yovanovich & Koester, P.A.  
c/o Gregory L. Urbancic, Esq.  
4001 Tamiami Trail N., Suite 300  
Naples, FL 34103  
[gurbancic@cyklawfirm.com](mailto:gurbancic@cyklawfirm.com)

If to District: Fiddler’s Creek Community Development District #2  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Attn: District Manager  
[adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)

With a copy to: Woodward, Pires & Lombardo, P.A.  
c/o Anthony P. Pires, Esq.  
3200 North Tamiami Trail, Suite 200  
Naples, FL 34103  
[APires@wpl-legal.com](mailto:APires@wpl-legal.com)

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notices on behalf of the parties. Any party or other person to whom Notices are to be

sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth in this Agreement.

10. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

11. **ASSIGNMENT.** Neither party may assign this Agreement or any money to become due hereunder without the prior written approval of the other party.

12. **CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

13. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

14. **PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District, Coleman, Yovanovich & Koester, P.A. or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law. During the term of the Agreement, the DEVELOPER shall comply with the Florida Public Records Law. The DEVELOPER shall do the following: (1) keep and maintain public records required by the DISTRICT in order to perform the work; (2) Upon request from the DISTRICT's custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Developer does not transfer the records to the public agency; (4) Upon completion of the Agreement, transfer, at no cost, to the DISTRICT all public records in possession of the Developer or keep and maintain public records required by the DISTRICT to perform the service. If the Developer transfers all public records to the DISTRICT upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT's custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

**IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT CUSTODIAN OF RECORDS, AT Chesley 'Chuck' Adams, Director of Operations, Wrathell, Hunt and Associates, LLC; (239) 464-7114; adamsc@whhassociates.com.**

The Developer shall keep and make available to the DISTRICT for inspection and copying, upon written request by the DISTRICT all records in the Developer's possession relating to the Agreement. Any document submitted to the DISTRICT may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Developer's possession is subject to inspection and copying unless exempted under Chapter 119 of the Florida Statutes. If the Developer fails to comply with the Public Records Law, the Developer shall be deemed to have breached a material provision of the Agreement.

15. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

16. **SOVEREIGN IMMUNITY.** Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

17. **E-VERIFY.** DEVELOPER shall comply with all applicable requirements of Section 448.095, Florida Statutes. DEVELOPER shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If DEVELOPER enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide DEVELOPER with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. DEVELOPER shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes. If DEVELOPER has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then DEVELOPER shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of DEVELOPER knowingly violated Section 448.095, Florida Statutes, but DEVELOPER otherwise complied with its obligations hereunder, DISTRICT shall promptly notify the DEVELOPER and upon said notification, DEVELOPER shall immediately terminate its contract with the subcontractor. Notwithstanding anything else in this Agreement to the contrary, DISTRICT may immediately terminate this Agreement for cause if there is a good faith belief that DEVELOPER knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by DISTRICT.

By entering into this Agreement, DEVELOPER represents that no public employer has terminated a contract with DEVELOPER under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. DISTRICT has materially relied on this representation in entering into this Agreement with DEVELOPER.

18. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

19. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*{Remainder of the page intentionally left blank. Signatures appear on the following page.}*

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first written above.

**DISTRICT:  
FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #2**

**ATTEST:**

\_\_\_\_\_  
Chesley E. Adams, Jr., Secretary

By: \_\_\_\_\_  
Elliot Miller, Chair

**DEVELOPER:**

**GB HIDDEN COVE, LLC,  
a Florida limited liability company**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**DEPICTION OF BOUNDARY AMENDMENT**

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#2**

**4**

## ROADWAY FACILITIES LEASE AGREEMENT

THIS ROADWAY FACILITIES LEASE AGREEMENT ["Lease"] made and entered into as of the 1<sup>st</sup> day of \_\_\_\_\_ 2021, by and between **CALLISTA AT FIDDLER'S CREEK CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation, and/or its successors and assigns (hereinafter referred to as "Lessor"); and the **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**, a community development district established pursuant to Chapter 190, Florida Statutes, and/or its successors and assigns (hereinafter referred to as "Lessee" or "District").

### WITNESSETH

**WHEREAS**, Lessor is the condominium association that operates and maintains the common elements of Callista at Fiddler's Creek, a Condominium (including the property described and depicted on the attached **Exhibit "A"**), which lands described and depicted on the attached **Exhibit "A"** are improved as a roadway with associated appurtenances and improvements including streetlights and landscaping (and associated irrigation facilities), said land and roadway with associated appurtenances and improvements including streetlighting and landscaping (and associated irrigation facilities) being hereinafter referred to as the "Roadway Facilities"); and,

**WHEREAS**, the Lessee is a local unit of special purpose government organized, established and existing in accordance with the Uniform Community Development District Act, Chapter 190, Florida Statutes, as amended (the "Act"); and,

**WHEREAS**, the Lessee was established for the purpose of delivering certain community development services and facilities within its jurisdiction, such services and facilities to include, among other things, District roads equal to or exceeding the applicable specifications of the county in which such District roads are located; and,

**WHEREAS**, the Lessee has the ability and authority to lease as lessee from any person, firm or corporation, association, or body, public or private, any projects of the type that the Lessee is authorized to undertake and facilities or property of any nature for the use of the Lessee, to carry out any of the purposes authorized by Ch. 190, F.S.; and,

**WHEREAS**, the District Engineer for the Lessee has certified and advised that the constructed road components of the Roadway Facilities are equal to or exceed the applicable specifications of Collier County, Florida; and,

**WHEREAS**, Lessor has the right, power and authority to enter into this Lease Agreement to lease the Roadway Facilities and has taken all steps necessary to approve entering into this Lease Agreement; and,

**WHEREAS**, the Lessee believes that it is necessary and desirable and in the best interests of the Lessee and the property owners within the District to lease from Lessor the Roadway Facilities located on the real property described in **Exhibit "A"**; and,

**WHEREAS**, the Lessee desires to lease from Lessor and Lessor desires to lease to the Lessee on the terms and conditions set forth herein, the Roadway Facilities, in order to operate, maintain, replace and if desired, reconstruct, the Roadway Facilities.



**NOW THEREFORE**, for and in consideration of the premises, the terms and conditions of this Lease and the rental amounts to be paid herein from Lessee to Lessor, the parties hereto agree as follows:

1. LEASE TERM.

The Initial Term of this Lease shall begin on the 1st day of \_\_\_\_\_, 2021, and, unless earlier terminated pursuant to the provisions of Paragraphs 6 or 12 herein, shall terminate twenty (20) years thereafter on the \_\_\_\_\_ day of \_\_\_\_\_, 2041 [the "Initial Term"].

Prior to the expiration of the Initial Term, provided that Lessee is in full compliance with all of the terms of this Lease, Lessee shall have an option to renew this Lease for an additional twenty (20) year term beginning \_\_\_\_\_, 2041 [the "Initial Extension Term"] which option, if it is to be exercised by Lessee, shall be exercised by Lessee providing written notice to Lessor, not later than six (6) months prior to the expiration of the Initial Term, of Lessee's renewal of the Lease for the Initial Extension Term. Thereafter, not later than six (6) months prior to the expiration of the Initial Extension Term [i.e. prior to \_\_\_\_\_, 2041], provided that Lessee is in full compliance with all of the terms of this Lease, Lessee shall have an option to renew this Lease for successive individual twenty (20) year terms [the "Subsequent Extension Terms"] which option(s), if exercised by Lessee, shall be exercised by Lessee providing written notice to Lessor not later than six (6) months prior to the expiration of each Subsequent Extension Term. The "Initial Extension Term" and the "Subsequent Extension Terms" are at times herein collectively referred to as the "Extension Term(s)".

Deleted: days

2. DESCRIPTION OF LEASED PROPERTY.

Lessor hereby leases to the Lessee the Roadway Facilities. Said Roadway Facilities are further described and depicted on the survey and sketches attached hereto and made a part hereof as **Exhibit "A"**. The Roadway Facilities also includes any alterations, modifications and additions thereto made during the term of this Lease.

3. RENT.

The rent for the above described real property and the Roadway Facilities shall be the rate below payable as follows:

The rental rate shall be fixed at \$200.00, for the original Twenty (20) year Initial Term and \$200.00 for any Extension Term. Lessor hereby acknowledges receipt of the rent payment for the Initial Term. Rent for each Extension Term(s) shall be payable to Lessor without notice or demand and without abatement, deduction or set off, unless expressly stated otherwise in the provisions of this Lease, on or before the beginning of such Extension Term(s) to Lessor or its authorized agent at such place as the Lessor may from time to time direct in writing.

4. CONDITION OF LEASED PREMISES.

Lessor represents to Lessee that since the date of turnover of control of Lessor from the developer to the unit owners of Lessor, Lessor has not taken any actions or engaged in any

activities in, on or upon the Roadway Facilities to adversely affect the condition of the Roadway Facilities. At the commencement of the Lease term, Lessee shall accept the Roadway Facilities "as is" in their existing condition(s). Lessor and Lessee agree with the description and assessment of the condition of the Roadway Facilities as outlined in the report of the District Engineer dated \_\_\_\_, 2021, a copy of which is attached hereto as **Exhibit "B"**.

The Lessor has not made any representations with respect to the Roadway Facilities, or the land upon which they are located except as expressly set forth herein, and no rights, easements or licenses are acquired by the Lessee by implication or otherwise except as expressly set forth in the provisions of this Lease.

5. MAINTENANCE, REPAIR, REPLACEMENT, RECONSTRUCTION, ALTERATIONS

Except as to that landscaping located: 1. between the edge of curb and the outer boundary of the right of way of Callista and Callista Mar Way Court; and, 2. the "circle" portions of Callista and Callista Mar Way Court as depicted on **Exhibit "C"**, all maintenance, repairs, replacement, construction, reconstruction, modifications of and alterations to the Roadway Facilities during the Lease term, shall be and are the responsibility of the Lessee. With the exception of such landscaping, the Lessee shall keep and maintain the Roadway Facilities in good condition and repair. Lessor affirmatively covenants and agrees to maintain the landscaping described in Paragraphs 5.1 and 5.2 in the first sentence of this Paragraph 5.

Anything to the contrary contained herein notwithstanding, Lessor hereby reserves and Lessee hereby grants unto Lessor and Lessor's agents and contractors full right of access upon any landscaped portions of the Roadway Facilities described in Paragraphs 5.1 and 5.2 in the first sentence of this Paragraph 5 for purposes of performing all necessary landscaping maintenance, repair and replacement, all such work to be performed at Lessor's sole cost and expense. All changes to the configuration(s) of the Roadway Facilities as they exist as of the date of this Lease require the prior written review and approval of the Lessor.

6. TERMINATION BECAUSE OF DEFAULT.

If, at any time during the term of this Lease, Lessee fails to comply with any of the terms and conditions of this Lease, and such default continues without reasonable justification for thirty (30) days after written notice has been sent to Lessee to cure such default [i.e. the "First Written Notice To Lessee"], Lessor shall further notify Lessee in writing, providing in detail the nature of the alleged breach [i.e. the "Second Written Notice To Lessee"]. Lessee shall have a period of thirty (30) days after the Second Written Notice to Lessee to address the alleged breach and effect any cure thereof. Provided however, that if the time frame to cure the default cannot be achieved within thirty (30) days of the Second Written Notice To Lessee solely as a result of circumstances beyond the control of the Lessee, and such circumstances are communicated to Lessor in writing within fifteen (15) days of Lessee's receipt of the Second Written Notice To Lessee, then the time to cure shall be extended to sixty (60) days from the date of receipt of the Second Written Notice To Lessee.

If Lessee fails to cure the alleged breach after the period provided in the Second Written Notice To Lessee, or any extension thereof as outlined above, Lessor shall have the right to terminate the Lease and to pursue all available legal remedies.

If, at any time during the term of this Lease, Lessor fails to comply with any of the terms and conditions of this Lease, and such default continues without reasonable justification for thirty (30) days after written notice has been sent to Lessor to cure such default [i.e. the "First Written Notice To Lessor"], Lessee shall further notify Lessor in writing, providing in detail the nature of the alleged breach [i.e. the "Second Written Notice To Lessor"]. Lessor shall have a period of thirty (30) days after the Second Written Notice To Lessor to address the alleged breach and effect any cure thereof. Provided however, that if the time frame to cure the default cannot be achieved within thirty (30) days of the Second Written Notice To Lessor solely as a result of circumstances beyond the control of the Lessor, and such circumstances are communicated to Lessee in writing within fifteen (15) days of Lessor's receipt of the Second Written Notice To Lessor, then the time to cure shall be extended to sixty (60) days from the date of receipt of the Second Written Notice To Lessor.

Deleted: Lessee  
Deleted: Lessee

If Lessor fails to cure the alleged breach after the period provided in the Second Written Notice To Lessor, or any extension thereof as outlined above, Lessee shall have the right to terminate the Lease and pursue all available legal remedies.

7. NOTICES.

Notices as provided for or required in this Lease shall be in writing, delivered to the respective party by hand delivery or by Certified Mail, Return Receipt Requested at the following addresses [unless a different address is subsequently provided in writing], and shall run from the date delivered, or the date delivery is attempted, should delivery be refused.

ADDRESSES FOR NOTICES:

LESSOR: President, Callista at Fiddler's Creek Condominium Association, Inc.  
C/O \_\_\_\_\_  
\_\_\_\_\_

LESSEE: Wrathell, Hunt and Associates, LLC  
9220 Bonita Beach Road, Suite 214  
Bonita Springs, Florida 34135

8. USE, QUIET ENJOYMENT, LOCAL LAWS, INDEMNIFICATION, INSURANCE

Lessee covenants that it will use the Roadway Facilities in compliance with all laws and ordinances and governmental regulations applicable thereto. Lessor covenants that Lessee on complying with the terms of this Lease and on paying the rent required hereby, shall peaceably and quietly have, hold, and enjoy the Roadway Facilities for the full term of this Lease.

Deleted: Improvements

To the extent permitted by law and without waiver of the right of Lessee to claim immunity under Florida law, including, but not limited to Section 768.28, Florida Statutes, and without extending or altering the Lessee's liability beyond the limits established in Section

768.28, Florida Statutes, Lessee hereby indemnifies and holds Lessor harmless from any loss, damages or awards (including reasonable attorneys' fees and costs) arising out of personal injury or death or property damage resulting from Lessee's operation of the Roadway Facilities, unless Lessor is obligated to indemnify Lessee as provided below). This provision is not intended to waive any right or claim of sovereign immunity held by the Lessee pursuant to Florida law, including, but not limited to Section 768.28, Florida Statutes.

To the extent permitted by law and without waiver of the Lessee's claim to immunity under §768.28, Florida Statutes, the Lessee agrees to maintain liability insurance covering the Roadway Facilities, naming the Lessor as an additional insured, with the insurance coverage to be in the amount of \$500,000 each occurrence and \$1,000,000.00 in the aggregate, for damages arising out of personal injury, bodily injury or death and property damage.

Lessor hereby indemnifies and holds Lessee harmless from any loss, damages or awards arising out of personal injury or death or property damage resulting solely from Lessor's or Lessor's agents activities in, on, under or upon the Roadway Facilities.

Lessor shall retain the ability to enforce the provisions of its Declaration of Condominium, Articles of Incorporation, Bylaws and rules and regulations, as they exist as of the date of this Lease, as they may be applicable to the Roadway Facilities.

9. UTILITIES, LICENSES, PERMITS.

All permits, development orders, licenses, certifications, certificates and approvals necessary for performance of this Lease by the Lessee shall be obtained by the Lessee at the Lessee's sole cost and expense. Lessee shall provide Lessor with a copy of any issued development order, license, certification, certificate and approval.

Lessee shall be responsible for the costs, fees, and charges of all utilities necessary to engage in Lessee's maintenance and operation of the Roadway Facilities, including but not limited to water and electricity.

10. TIME IS OF THE ESSENCE.

Time is of the essence in the matter of possession of the premises, and the failure of either party to permit possession thereof shall entitle the offended party to any damages provided by law.

11. ATTORNEYS' FEES.

In the event either party must engage the services of an attorney to enforce any of the terms of this Lease, it is expressly contracted, covenanted and agreed by and between Lessor and Lessee that the non-prevailing party shall bear the cost of any such services and expenses incurred by the prevailing party, as well as the court costs which might be incident to a suit brought for the enforcement of any or all of the terms of this Lease Agreement.

12. TERMINATION OF LEASE.

The Lessee shall, at the expiration of the Lease term, surrender to the Lessor the Roadway Facilities, together with all alterations, additions, and improvements which may have been made.

Deleted:

No act or thing done by the Lessor or its agents during the term of this Lease shall be deemed an acceptance of the surrender of the leased property and no agreement to accept such surrender shall be valid unless in writing signed by the Lessor or its agent. No employee or agent of the Lessor shall have any power to accept the delivery of the leased property prior to the termination of this Lease and the delivery of the leased property to any employee or agent of the Lessor shall not operate as a termination of this Lease or a surrender of the leased property.

13. AUTHORITY TO LEASE; NO ENCUMBRANCES.

Lessor covenants with the Lessee and affirmatively represents to the Lessee that Lessor has the full right, power and authority, without any further approvals or authorization, to lease the Roadway Facilities to Lessee under the terms and conditions hereof; and, that, to Lessor's knowledge (but without any review of title), the Roadway Facilities are not encumbered by any lien or security interest; and, there are no pending claims or enforcement actions concerning or affecting the Roadway Facilities.

Lessor warrants and represents to Lessee that Lessor is the condominium association with jurisdiction over the Roadway Facilities, which are part of Lessor's common elements; and Lessor warrants and represents that the Lessor has not taken any actions or failed to take any actions that would result in the imposition or levying upon the Roadway Facilities of any liens or encumbrances; and, further, that Lessor has the full right, power, authority and ability to lease the Roadway Facilities to the Lessee.

14. FURTHER ASSURANCES.

Lessor, at any and all times, shall, when requested by Lessee or Lessee's agents, make, do, execute, acknowledge and deliver all and every other further acts, documents, assignments, transfers and assurances as may be reasonably necessary by Lessee for the better assuring, conveying, granting, assigning and confirming of any and all of the representations and assurances of Lessor made herein.

15. WAIVERS.

Any failure by any party to this Lease to comply with any of its obligations, agreements, or covenants may be waived in writing by either party. No assent by either party, express or implied, to any breach of any of the covenants contained herein shall be deemed to be a waiver of any succeeding breach of the same or any other covenant contained herein.

Deleted: Agreement

16. AMENDMENT.

This Lease cannot be amended orally but only by a writing executed by all

Deleted: Agreement

parties.

17. APPLICABLE LAW, VENUE, JURISDICTION.

This Lease is made and shall be construed under the laws of the State of Florida. Any litigation arising out of this Roadway Facilities Lease Agreement shall be in the Florida state court of appropriate jurisdiction in Collier County, Florida.

Deleted: Agreement

18. ASSIGNMENT.

This Roadway Facilities Lease Agreement may not be assigned by either party without the prior specific written consent of the other party.

19. MEMORANDUM OF LEASE.

This Lease shall not be recorded in the Public Records of Collier County. Upon the request of either party, the parties shall execute and record a Memorandum of Lease.

**IN WITNESS WHEREOF**, the parties hereto have executed this Roadway Facilities Lease Agreement as of the date first above written.

Signed, sealed and delivered

**CALLISTA AT FIDDLER'S CREEK  
CONDOMINIUM ASSOCIATION, INC.**, a Florida  
not for profit corporation,

in our presence:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

ATTEST:

**FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #2**

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#2**

**5**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
PROPOSED BUDGET  
FISCAL YEAR 2022**



**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
TABLE OF CONTENTS**

<b>Description</b>	<b>Page Number(s)</b>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 6
Debt Service Fund Budget - Series 2004 Bonds	7
Debt Service - Series 2004 Bonds - Debt Service Schedule	8
Debt Service Fund Budget - Series 2014-1A Bonds (exchanged Series 2004)	9
Debt Service - Series 2014-1A Bonds - Debt Service Schedule	10
Debt Service Fund Budget - Series 2014-1B Bonds (exchanged Series 2004)	11
Debt Service - Series 2014-1B Bonds - Debt Service Schedule	12
Debt Service Fund Budget - Series 2005 Bonds	13
Debt Service - Series 2005 Bonds - Debt Service Schedule	14
Debt Service Fund Budget - Series 2014-2A Bonds (exchanged Series 2005)	15
Debt Service - Series 2014-2A Bonds - Debt Service Schedule	16
Debt Service Fund Budget - Series 2014-2B Bonds (exchanged Series 2005)	17
Debt Service - Series 2014-2B Bonds - Debt Service Schedule	18
Debt Service Fund Budget - Series 2014-3 Bonds (exchanged Series 2005)	19
Debt Service - Series 2014-3 Bonds - Debt Service Schedule	20
Debt Service Fund Budget - Series 2015A-1 Bonds	21
Debt Service - Series 2015A-1 Bonds - Debt Service Schedule	22
Debt Service Fund Budget - Series 2015A-2 Bonds	23
Debt Service - Series 2015A-2 Bonds - Debt Service Schedule	24
Debt Service Fund Budget - Series 2015B Bonds	25
Debt Service - Series 2015B Bonds - Debt Service Schedule	26
Debt Service Fund Budget - Series 2019 Bonds	27
Debt Service - Series 2019 Bonds - Debt Service Schedule	28
Assessment Summary	29-32

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
GENERAL FUND BUDGET  
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy - gross	\$ 2,111,542				\$ 2,370,128
Allowable discounts (4%)	(84,462)				(94,805)
Assessment levy - net	2,027,080	\$ 1,985,301	\$ 41,779	\$ 2,027,080	2,275,323
Assessment levy: off-roll	80,731	40,366	40,365	80,731	90,921
Interest & miscellaneous	7,500	13,980	-	13,980	7,500
Total revenues	<u>2,115,311</u>	<u>2,039,647</u>	<u>82,144</u>	<u>2,121,791</u>	<u>2,373,744</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administration</b>					
Supervisors' fees	14,369	6,244	8,125	14,369	14,369
Management	84,662	42,330	42,332	84,662	84,662
Assessment roll preparation	22,500	22,500	-	22,500	22,500
Audit	16,500	10,550	5,950	16,500	16,500
Legal - general	25,000	5,366	19,634	25,000	25,000
Engineering	40,000	23,207	20,000	43,207	50,000
Telephone	313	156	157	313	324
Postage	2,000	835	1,165	2,000	2,000
Insurance	10,509	17,704	-	17,704	13,000
Printing and binding	595	298	297	595	595
Legal advertising	2,000	-	1,000	1,000	2,000
Office supplies and expenses	750	-	750	750	750
Annual district filing fee	175	175	-	175	175
Trustee	25,500	31,500	-	31,500	31,500
Arbitrage rebate calculation	8,000	3,500	4,500	8,000	8,000
ADA website compliance	900	210	690	900	900
Contingency	10,000	450	5,000	5,450	10,000
Total professional & Administration	<u>263,773</u>	<u>165,025</u>	<u>109,600</u>	<u>274,625</u>	<u>282,275</u>
<b>Field management</b>					
Field management services	11,424	5,712	5,712	11,424	11,424
Total field management	<u>11,424</u>	<u>5,712</u>	<u>5,712</u>	<u>11,424</u>	<u>11,424</u>
<b>Water management</b>					
Other contractual	147,494	56,319	91,175	147,494	117,455
Fountains	145,000	95,715	60,000	155,715	165,500
Total water management	<u>292,494</u>	<u>152,034</u>	<u>151,175</u>	<u>303,209</u>	<u>282,955</u>
<b>Street lighting services</b>					
Contractual services	20,000	4,049	15,951	20,000	20,000
Electricity	16,000	3,102	6,000	9,102	10,000
Capital outlay	10,000	-	5,000	5,000	10,000
Miscellaneous (including Insurance)	1,000	-	1,000	1,000	10,000
Total street lighting	<u>47,000</u>	<u>7,151</u>	<u>27,951</u>	<u>35,102</u>	<u>50,000</u>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
GENERAL FUND BUDGET  
FISCAL YEAR 2022**

	Fiscal Year 2021			Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21	
<b>Landscaping services</b>				
Other contractual	1,059,000	378,332	680,668	1,059,000
Other contractual- mosquito spraying	23,000	10,326	20,000	30,326
Improvements and renovations	75,000	16,910	58,090	75,000
Contingencies	5,000	-	5,000	5,000
Total landscaping services	<u>1,162,000</u>	<u>405,568</u>	<u>763,758</u>	<u>1,169,326</u>
<b>Roadway services</b>				
Contractual services (street sweeping)	5,000	1,710	3,290	5,000
Roadway maintenance	75,000	130,637	-	130,637
Roadway capital outlay	-	-	-	35,000
Total roadway services	<u>80,000</u>	<u>132,347</u>	<u>3,290</u>	<u>135,637</u>
<b>Irrigation supply services</b>				
Controller repairs and maintenance	2,000	602	1,398	2,000
Other contractual- irrigation manager	50,000	12,500	37,500	50,000
Supply system	132,716	50,444	82,272	303,135
Total irrigation supply services	<u>184,716</u>	<u>63,546</u>	<u>121,170</u>	<u>355,135</u>
<b>Other fees and charges</b>				
Property appraiser	31,673	-	31,673	35,552
Tax collector	42,231	33,951	8,280	47,403
Total other fees and charges	<u>73,904</u>	<u>33,951</u>	<u>39,953</u>	<u>82,955</u>
Total expenditures	<u>2,115,311</u>	<u>965,334</u>	<u>1,222,609</u>	<u>2,187,943</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	1,074,313	(1,140,465)	(66,152)
Fund balance - beginning (unaudited)	1,044,066	1,345,356	2,419,669	1,279,204
Fund balance - ending (projected)	<u>\$ 1,044,066</u>	<u>\$ 2,419,669</u>	<u>\$ 1,279,204</u>	<u>\$ 1,279,204</u>

	Assessment Summary			
	ERU's	FY 21 Assessment	FY 22 Assessment	Total Revenue
On-Roll: other	1,495	1,407.69	1,585.37	2,370,128
Off-Roll: Developer	62	1,302.12	1,466.47	90,921
	<u>1,557</u>			<u>2,461,049</u>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administration**

Supervisors' fees	\$ 14,369
Statutory set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. The District anticipates meeting 12 times.	
Management	84,662
<b>Wrathell, Hunt and Associates, LLC</b> specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experiences of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and finally operate and maintain the assets of the community.	
Assessment roll preparation	22,500
Includes preparing, maintaining and transmitting the annual lien roll with annual special assessment amounts for capital and operating and maintenance assessments. Pursuant to an agreement with the District, AJC Associates, Inc., currently provides this service.	
Audit	16,500
The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Legal - general	25,000
Woodward, Pires & Lombardo, P.A., provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope - providing infrastructure and services to development.	
Engineering	50,000
Hole Montes, Inc., provides a broad array of engineering, consulting and construction services to the Districts, which assists in crafting solutions with sustainability for the long term interest of the community - recognizing the needs of government, the environment and maintenance of the District's facilities. Also covers the costs of Passarella and Associates for ongoing GIS services and updates.	
Telephone	324
Telephone and fax machine.	
Postage	2,000
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Insurance	13,000
The District carries public officials liability and general liability insurance. The limit of liability for this coverage is set at \$1,000,000 for general liability (\$2,000,000 general aggregate) and \$1,000,000 for public officials liability limit.	
Printing and binding	595
Letterhead, envelopes, copies, etc.	
Legal advertising	2,000
The District advertises in the Naples Daily News for monthly meetings, special meetings, public hearings, bidding, etc.	
Office supplies and expenses	750
Accounting and administrative supplies.	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

Annual district filing fee		175
	Annual fee paid to the Florida Department of Community Affairs.	
Trustee		31,500
	Annual fee paid to Wilmington Trust for the services provided as trustee, paying agent and registrar.	
Arbitrage rebate calculation		8,000
	To ensure the District's compliance with tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
ADA website compliance		900
Contingency		10,000
	Miscellaneous, automated AP routing unforeseen costs incurred throughout the year.	
<b>Field management</b>		
Field management services		11,424
	The field manager is responsible for the day-to-day field operations. These responsibilities include preparing and bidding of services and commodities, contract administration, hiring and maintaining qualified personnel, preparation and implementation of operating schedules and policies, ensuring compliance with operating permits, preparing field budgets, being a resource regarding District programs and attending Board meetings.	
<b>Water management</b>		
Other contractual		117,455
	The District has a contract with SOLitude Lake Management, Inc, for monthly service within the lake and wetland areas. Also the District will continue to participate in the financial cost of maintaining the 310 acre Belle Meade Preserve. This expense will be shared with CDD #1 at the same cost sharing ratio as used for irrigation supply services.	
	Lake Maintenance	65,000
	Lake bank repairs	30,000
	Belle Meade	22,455
	Total	117,455
Fountains		165,500
	These expenditures are for the decorative fountains at the entrance to Veneta, Aviamar and Oyster Harbor.	
	Utilities (Electric/Water)	60,000
	Maintenance	92,500
	Insurance	13,000
	Total	165,500
<b>Street lighting services</b>		
Contractual services		20,000
	The District utilizes a licensed electrician for street light, signage and landscape lighting repairs.	
Electricity		10,000
	The District is charged on a monthly basis per street light for electric service.	
Capital outlay		10,000
	Allows for miscellaneous capital expenses for the streetlighting systems.	
Miscellaneous (including Insurance)		10,000
	Covers insurance premium associated with streetlights and any unforeseen costs.	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

**Landscaping services**

Other contractual		1,059,000
-------------------	--	-----------

This District contracts with two outside companies to maintain the District common areas and right-of-ways. The District anticipates additional areas to come on line during the upcoming fiscal year within the Oyster Harbor neighborhood. The contract provides for equipment, labor and materials. Costs also include mulching and on-call services.

Maintenance contracts	984,000	
Mulch	75,000	

Other Contractual- Mosquito Spraying		30,000
--------------------------------------	--	--------

The District engages a licensed and qualified contractor for mosquito spraying each summer. The program calls for every other week spraying typically starting in early May and ending in mid to late September.

Improvements and renovations		75,000
------------------------------	--	--------

Provides for the replacement and renovation of landscape material and irrigation systems.

Contingencies		5,000
---------------	--	-------

Covers any unforeseen costs.

**Roadway services**

Contractual services (street sweeping)		5,000
----------------------------------------	--	-------

The District utilizes the services of a qualified contractor for street sweeping, once a month.

Roadway maintenance		100,000
---------------------	--	---------

Includes \$50k for repairs and \$50k for pressure washing through the agreement with the Foundation.

Roadway capital outlay		35,000
------------------------	--	--------

For fiscal year 2022, it is anticipated that the traffic signal will be installed at US 41 and Sandpiper Dr. The District's portion of the costs, per the interlocal agreement, is \$350K. The budget includes an anticipation of offsets to the CDD costs of \$200k from Halvorsen and \$115k from the CDD construction fund.

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

**Irrigation supply services**

Controller repairs and maintenance	2,000		2,000
The District maintains its common areas and right of ways irrigation controllers which includes electricity and occasional repairs and updates.			
Other contractual- irrigation manager			50,000
The District has entered into an agreement with the Foundation for irrigation management services which will include but not be limited to managing and monitoring the District's irrigation central controller system, satellites and transmission lines as well as monitoring and reporting sprinkler system leaks and other observable deficiencies. This cost represents CDD #2's portion as this service is shared with CDD #1.			
Supply system			303,135
The District will maintain the community's irrigation pumping facility. This includes the well pumps, irrigation supply pumps and transmission lines. These costs are shared with Fiddler's Creek CDD #1 based upon units. The cost-sharing percentages are as follows:			

<b>Summary of Expenditures for Supply System</b>			
Units			
Fiddler's Creek #1	55%		
Fiddler's Creek #2	45%		
Total	100%		
	Fiddler's #1	Fiddler's #2	Total
Electricity	44,073	35,927	80,000
Repairs and Maintenance	49,582	40,418	90,000
Contractual Service	38,564	31,436	70,000
Capital -pump overhaul (split over 2 years), pmpmse roof, hatches, valves, distr. line replace	231,382	188,618	420,000
Insurance	8,264	6,736	15,000
Total	371,865	303,135	675,000

**Other fees and charges**

Property appraiser	35,552		35,552
The property appraiser charges 1.5% of the assessment levy.			
Tax collector			47,403
The tax collector charges 2% of the assessment levy.			
Total expenditures			<u><u>\$ 2,373,744</u></u>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
DEBT SERVICE FUND BUDGET - SERIES 2004 BONDS  
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected	Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21		
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 35,000				\$ 35,000
Allowable discounts (4%)	(1,400)				(1,400)
Assessment levy: on-roll - net	33,600	\$ 32,886	\$ 714	\$ 33,600	33,600
Interest	-	8	-	8	-
Total revenues	33,600	32,894	714	33,608	33,600
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	5,000	-	5,000	5,000	10,000
Interest	16,538	8,269	8,269	16,538	16,200
Total debt service	21,538	8,269	13,269	21,538	26,200
<b>Other fees &amp; charges</b>					
Property appraiser	525	-	525	525	525
Tax collector	700	562	138	700	700
Total other fees & charges	1,225	562	663	1,225	1,225
Total expenditures	22,763	8,831	13,932	22,763	27,425
Excess/(deficiency) of revenues over/(under) expenditures	10,837	24,063	(13,218)	10,845	6,175
Beginning fund balance (unaudited)	154,380	145,945	170,008	145,945	156,790
Ending fund balance (projected)	\$165,217	\$170,008	\$156,790	\$ 156,790	162,965
Use of fund balance					
Debt service reserve account balance (required)					(50,000)
Interest expense - On-roll - November 1, 2022					(7,763)
Projected fund balance surplus/(deficit) as of September 30, 2022					\$ 105,202



**Fiddler's Creek # 2**  
Community Development District  
Series 2004 Remaining

**Debt Service Schedule**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
11/01/2021	-	-	8,100.00	8,100.00
05/01/2022	10,000.00	6.750%	8,100.00	18,100.00
11/01/2022	-	-	7,762.50	7,762.50
05/01/2023	10,000.00	6.750%	7,762.50	17,762.50
11/01/2023	-	-	7,425.00	7,425.00
05/01/2024	10,000.00	6.750%	7,425.00	17,425.00
11/01/2024	-	-	7,087.50	7,087.50
05/01/2025	5,000.00	6.750%	7,087.50	12,087.50
11/01/2025	-	-	6,918.75	6,918.75
05/01/2026	15,000.00	6.750%	6,918.75	21,918.75
11/01/2026	-	-	6,412.50	6,412.50
05/01/2027	15,000.00	6.750%	6,412.50	21,412.50
11/01/2027	-	-	5,906.25	5,906.25
05/01/2028	10,000.00	6.750%	5,906.25	15,906.25
11/01/2028	-	-	5,568.75	5,568.75
05/01/2029	15,000.00	6.750%	5,568.75	20,568.75
11/01/2029	-	-	5,062.50	5,062.50
05/01/2030	20,000.00	6.750%	5,062.50	25,062.50
11/01/2030	-	-	4,387.50	4,387.50
05/01/2031	15,000.00	6.750%	4,387.50	19,387.50
11/01/2031	-	-	3,881.25	3,881.25
05/01/2032	15,000.00	6.750%	3,881.25	18,881.25
11/01/2032	-	-	3,375.00	3,375.00
05/01/2033	20,000.00	6.750%	3,375.00	23,375.00
11/01/2033	-	-	2,700.00	2,700.00
05/01/2034	15,000.00	6.750%	2,700.00	17,700.00
11/01/2034	-	-	2,193.75	2,193.75
05/01/2035	25,000.00	6.750%	2,193.75	27,193.75
11/01/2035	-	-	1,350.00	1,350.00
05/01/2036	20,000.00	6.750%	1,350.00	21,350.00

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
DEBT SERVICE FUND BUDGET - SERIES 2014 - 1A  
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1  
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: off-roll	\$ 277,650	\$ 93,824	\$ 183,826	\$ 277,650	\$ 276,575
Total revenues & proceeds	<u>277,650</u>	<u>93,824</u>	<u>183,826</u>	<u>277,650</u>	<u>276,575</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	\$90,000	-	90,000	90,000	\$95,000
Interest	187,650	93,825	93,825	187,650	181,575
Total expenditures	<u>277,650</u>	<u>93,825</u>	<u>183,825</u>	<u>277,650</u>	<u>276,575</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(1)	1	-	-
Beginning fund balance (unaudited)	131,581	228	227	228	228
Ending fund balance (projected)	<u>\$131,581</u>	<u>\$ 227</u>	<u>\$ 228</u>	<u>\$ 228</u>	<u>228</u>
Use of fund balance:					
Debt service reserve account balance					-
Interest expense - November 1, 2022					(87,581)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ (87,353)</u>

## Fiddler's Creek # 2

Community Development District

Special Assessment Bonds, Series 2014 - 1A

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2021		-	90,787.50	90,787.50
05/01/2022	\$95,000	6.750%	90,787.50	185,787.50
11/01/2022		-	87,581.25	87,581.25
05/01/2023	\$105,000	6.750%	87,581.25	192,581.25
11/01/2023		-	84,037.50	84,037.50
05/01/2024	\$110,000	6.750%	84,037.50	194,037.50
11/01/2024		-	80,325.00	80,325.00
05/01/2025	\$120,000	6.750%	80,325.00	200,325.00
11/01/2025		-	76,275.00	76,275.00
05/01/2026	\$125,000	6.750%	76,275.00	201,275.00
11/01/2026		-	72,056.25	72,056.25
05/01/2027	\$135,000	6.750%	72,056.25	207,056.25
11/01/2027		-	67,500.00	67,500.00
05/01/2028	\$145,000	6.750%	67,500.00	212,500.00
11/01/2028		-	62,606.25	62,606.25
05/01/2029	\$155,000	6.750%	62,606.25	217,606.25
11/01/2029		-	57,375.00	57,375.00
05/01/2030	\$165,000	6.750%	57,375.00	222,375.00
11/01/2030		-	51,806.25	51,806.25
05/01/2031	\$175,000	6.750%	51,806.25	226,806.25
11/01/2031		-	45,900.00	45,900.00
05/01/2032	\$190,000	6.750%	45,900.00	235,900.00
11/01/2032		-	39,487.50	39,487.50
05/01/2033	\$205,000	6.750%	39,487.50	244,487.50
11/01/2033		-	32,568.75	32,568.75
05/01/2034	\$215,000	6.750%	32,568.75	247,568.75
11/01/2034		-	25,312.50	25,312.50
05/01/2035	\$235,000	6.750%	25,312.50	260,312.50
11/01/2035		-	17,381.25	17,381.25
05/01/2036	\$250,000	6.750%	17,381.25	267,381.25
11/01/2036		-	8,943.75	8,943.75
05/01/2037	\$265,000	6.750%	8,943.75	273,943.75
<b>Total</b>	<b>2,690,000.00</b>		<b>1,799,887.50</b>	<b>4,489,887.50</b>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
DEBT SERVICE FUND BUDGET - SERIES 2014 - 1B  
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1  
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 387,859				\$ 387,859
Allowable discounts (4%)	(15,514)				(15,514)
Assessment levy: on-roll - net	372,345	\$ 364,429	\$ 7,916	\$ 372,345	372,345
Interest	-	11	-	11	-
Total revenues & proceeds	372,345	364,440	7,916	372,356	372,345
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	\$115,000	-	\$115,000	115,000	\$125,000
Principal prepayment	-	5,000	-	5,000	-
Interest	241,313	120,656	120,657	241,313	233,213
Total debt service & cost of issuance	356,313	125,656	235,657	361,313	358,213
<b>Other fees &amp; charges</b>					
Property appraiser	5,818	-	5,818	5,818	5,818
Tax collector	7,757	6,232	1,525	7,757	7,757
Total other fees & charges	13,575	6,232	7,343	13,575	13,575
Total expenditures	369,888	131,888	243,000	374,888	371,788
Excess/(deficiency) of revenues over/(under) expenditures	2,457	232,552	(235,084)	(2,532)	557
Beginning fund balance (unaudited)	278,087	300,850	494,775	300,850	298,318
Ending fund balance (projected)	<u>\$ 280,544</u>	<u>\$533,402</u>	<u>\$ 259,691</u>	<u>\$ 298,318</u>	<u>298,875</u>
Use of fund balance:					
Debt service reserve account balance					(125,000)
Interest expense - November 1, 2022					(112,388)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 61,487</u>

## Fiddler's Creek # 2

Community Development District

Special Assessment Bonds, Series 2014 - 1B

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2021		-	116,606.25	116,606.25
05/01/2022	\$125,000	6.750%	116,606.25	241,606.25
11/01/2022		-	112,387.50	112,387.50
05/01/2023	\$135,000	6.750%	112,387.50	247,387.50
11/01/2023		-	107,831.25	107,831.25
05/01/2024	\$140,000	6.750%	107,831.25	247,831.25
11/01/2024		-	103,106.25	103,106.25
05/01/2025	\$150,000	6.750%	103,106.25	253,106.25
11/01/2025		-	98,043.75	98,043.75
05/01/2026	\$160,000	6.750%	98,043.75	258,043.75
11/01/2026		-	92,643.75	92,643.75
05/01/2027	\$175,000	6.750%	92,643.75	267,643.75
11/01/2027		-	86,737.50	86,737.50
05/01/2028	\$185,000	6.750%	86,737.50	271,737.50
11/01/2028		-	80,493.75	80,493.75
05/01/2029	\$200,000	6.750%	80,493.75	280,493.75
11/01/2029		-	73,743.75	73,743.75
05/01/2030	\$210,000	6.750%	73,743.75	283,743.75
11/01/2030		-	66,656.25	66,656.25
05/01/2031	\$230,000	6.750%	66,656.25	296,656.25
11/01/2031		-	58,893.75	58,893.75
05/01/2032	\$245,000	6.750%	58,893.75	303,893.75
11/01/2032		-	50,625.00	50,625.00
05/01/2033	\$260,000	6.750%	50,625.00	310,625.00
11/01/2033		-	41,850.00	41,850.00
05/01/2034	\$280,000	6.750%	41,850.00	321,850.00
11/01/2034		-	32,400.00	32,400.00
05/01/2035	\$300,000	6.750%	32,400.00	332,400.00
11/01/2035		-	22,275.00	22,275.00
05/01/2036	\$320,000	6.750%	22,275.00	342,275.00
11/01/2036		-	11,475.00	11,475.00
05/01/2037	\$340,000	6.750%	11,475.00	351,475.00
<b>Total</b>	<b>3,455,000.00</b>		<b>2,311,537.50</b>	<b>5,766,537.50</b>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
DEBT SERVICE FUND BUDGET - SERIES 2005 BONDS  
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 209,879				\$ 206,379
Allowable discounts (4%)	(8,395)				(8,255)
Assessment levy: on-roll - net	201,484	\$ 193,912	\$ 7,572	\$ 201,484	198,124
Interest income	-	9	-	9	-
Total revenues	201,484	193,921	7,572	201,493	198,124
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	65,000	-	65,000	65,000	70,000
Principal - Off-roll	-	30,000	-	30,000	-
Interest	122,100	61,050	60,150	121,200	116,400
Total debt service	187,100	91,050	125,150	216,200	186,400
<b>Other fees &amp; charges</b>					
Property appraiser	3,148	-	3,148	3,148	3,096
Tax collector	4,198	3,316	882	4,198	4,128
Total other fees & charges	7,346	3,316	4,030	7,346	7,224
Total expenditures	194,446	94,366	129,180	223,546	193,624
Excess/(deficiency) of revenues over/(under) expenditures	7,038	99,555	(121,608)	(22,053)	4,500
Beginning fund balance (unaudited)	229,123	268,413	367,968	268,413	246,360
Ending fund balance (projected)	\$ 236,161	\$ 367,968	\$ 246,360	\$ 246,360	250,860
Use of fund balance					
Debt service reserve account balance (required)					(50,000)
Interest expense - On-roll - November 1, 2022					(56,100)
Projected fund balance surplus/(deficit) as of September 30, 2022					\$ 144,760

**Fiddler's Creek # 2**  
Community Development District  
Series 2005 Remaining

**Debt Service Schedule**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
11/01/2021	-	-	58,200.00	58,200.00
05/01/2022	70,000.00	6.000%	58,200.00	128,200.00
11/01/2022	-	-	56,100.00	56,100.00
05/01/2023	70,000.00	6.000%	56,100.00	126,100.00
11/01/2023	-	-	54,000.00	54,000.00
05/01/2024	75,000.00	6.000%	54,000.00	129,000.00
11/01/2024	-	-	51,750.00	51,750.00
05/01/2025	80,000.00	6.000%	51,750.00	131,750.00
11/01/2025	-	-	49,350.00	49,350.00
05/01/2026	85,000.00	6.000%	49,350.00	134,350.00
11/01/2026	-	-	46,800.00	46,800.00
05/01/2027	90,000.00	6.000%	46,800.00	136,800.00
11/01/2027	-	-	44,100.00	44,100.00
05/01/2028	95,000.00	6.000%	44,100.00	139,100.00
11/01/2028	-	-	41,250.00	41,250.00
05/01/2029	105,000.00	6.000%	41,250.00	146,250.00
11/01/2029	-	-	38,100.00	38,100.00
05/01/2030	110,000.00	6.000%	38,100.00	148,100.00
11/01/2030	-	-	34,800.00	34,800.00
05/01/2031	115,000.00	6.000%	34,800.00	149,800.00
11/01/2031	-	-	31,350.00	31,350.00
05/01/2032	125,000.00	6.000%	31,350.00	156,350.00
11/01/2032	-	-	27,600.00	27,600.00
05/01/2033	130,000.00	6.000%	27,600.00	157,600.00
11/01/2033	-	-	23,700.00	23,700.00
05/01/2034	140,000.00	6.000%	23,700.00	163,700.00
11/01/2034	-	-	19,500.00	19,500.00
05/01/2035	150,000.00	6.000%	19,500.00	169,500.00
11/01/2035	-	-	15,000.00	15,000.00
05/01/2036	155,000.00	6.000%	15,000.00	170,000.00
11/01/2036	-	-	10,350.00	10,350.00
05/01/2037	165,000.00	6.000%	10,350.00	175,350.00
11/01/2037	-	-	5,400.00	5,400.00
05/01/2038	180,000.00	6.000%	5,400.00	185,400.00
<b>Total</b>	<b>\$1,940,000.00</b>		<b>\$1,214,700.00</b>	<b>\$3,154,700.00</b>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
DEBT SERVICE FUND BUDGET - SERIES 2014-2A  
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2  
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: off-roll	\$ 536,600	\$ 175,798	\$ 360,802	\$ 536,600	\$ 540,500
Total revenues	<u>536,600</u>	<u>175,798</u>	<u>360,802</u>	<u>536,600</u>	<u>540,500</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	\$185,000	-	\$185,000	185,000	\$200,000
Interest	351,600	175,800	175,800	351,600	340,500
Total debt service	<u>536,600</u>	<u>175,800</u>	<u>360,800</u>	<u>536,600</u>	<u>540,500</u>
Total expenditures	<u>536,600</u>	<u>175,800</u>	<u>360,800</u>	<u>536,600</u>	<u>540,500</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(2)	2	-	-
Beginning fund balance (unaudited)	217,530	(1,689)	(1,691)	(1,689)	(1,689)
Ending fund balance (projected)	<u>\$217,530</u>	<u>\$ (1,691)</u>	<u>\$ (1,689)</u>	<u>\$ (1,689)</u>	<u>(1,689)</u>
Use of fund balance:					
Debt service reserve account balance					-
Interest expense - November 1, 2022					(164,250)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u><u>\$ (165,939)</u></u>



**Fiddler's Creek # 2**  
 Community Development District  
 Special Assessment Bonds, Series 2014-2A

**Debt Service Schedule**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
11/01/2021		-	170,250.00	170,250.00
05/01/2022	\$200,000.00	6.000%	170,250.00	370,250.00
11/01/2022		-	164,250.00	164,250.00
05/01/2023	\$210,000.00	6.000%	164,250.00	374,250.00
11/01/2023		-	157,950.00	157,950.00
05/01/2024	\$225,000.00	6.000%	157,950.00	382,950.00
11/01/2024		-	151,200.00	151,200.00
05/01/2025	\$235,000.00	6.000%	151,200.00	386,200.00
11/01/2025		-	144,150.00	144,150.00
05/01/2026	\$250,000.00	6.000%	144,150.00	394,150.00
11/01/2026		-	136,650.00	136,650.00
05/01/2027	\$270,000.00	6.000%	136,650.00	406,650.00
11/01/2027		-	128,550.00	128,550.00
05/01/2028	\$285,000.00	6.000%	128,550.00	413,550.00
11/01/2028		-	120,000.00	120,000.00
05/01/2029	\$300,000.00	6.000%	120,000.00	420,000.00
11/01/2029		-	111,000.00	111,000.00
05/01/2030	\$320,000.00	6.000%	111,000.00	431,000.00
11/01/2030		-	101,400.00	101,400.00
05/01/2031	\$340,000.00	6.000%	101,400.00	441,400.00
11/01/2031		-	91,200.00	91,200.00
05/01/2032	\$360,000.00	6.000%	91,200.00	451,200.00
11/01/2032		-	80,400.00	80,400.00
05/01/2033	\$385,000.00	6.000%	80,400.00	465,400.00
11/01/2033		-	68,850.00	68,850.00
05/01/2034	\$405,000.00	6.000%	68,850.00	473,850.00
11/01/2034		-	56,700.00	56,700.00
05/01/2035	\$430,000.00	6.000%	56,700.00	486,700.00
11/01/2035		-	43,800.00	43,800.00
05/01/2036	\$460,000.00	6.000%	43,800.00	503,800.00
11/01/2036		-	30,000.00	30,000.00
05/01/2037	\$485,000.00	6.000%	30,000.00	515,000.00
11/01/2037		-	15,450.00	15,450.00
05/01/2038	\$515,000.00	6.000%	15,450.00	530,450.00
<b>Total</b>	<b>\$5,675,000.00</b>		<b>\$3,543,600.00</b>	<b>\$9,218,600.00</b>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
DEBT SERVICE FUND BUDGET - SERIES 2014-2B  
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2  
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 442,944				\$ 442,944
Allowable discounts (4%)	(17,718)				(17,718)
Assessment levy: on-roll - net	425,226	\$ 416,186	\$ 9,040	\$ 425,226	425,226
Assessment prepayments	-	37,529	-	37,529	-
Interest	-	12	-	12	-
Total revenues	425,226	453,727	9,040	462,767	425,226
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	140,000	-	140,000	140,000	155,000
Interest	268,800	134,400	134,400	268,800	260,400
Total debt service	408,800	134,400	274,400	408,800	415,400
<b>Other fees &amp; charges</b>					
Property appraiser	6,644	-	6,644	6,644	6,644
Tax collector	8,859	7,117	1,742	8,859	8,859
Total other fees & charges	15,503	7,117	8,386	15,503	15,503
Total expenditures	424,303	141,517	282,786	424,303	430,903
Excess/(deficiency) of revenues over/(under) expenditures	923	312,210	(273,746)	38,464	(5,677)
Beginning fund balance (unaudited)	313,519	321,302	633,512	321,302	359,766
Ending fund balance (projected)	<u>\$ 314,442</u>	<u>\$633,512</u>	<u>\$359,766</u>	<u>\$359,766</u>	<u>354,089</u>
Use of fund balance:					
Debt service reserve account balance					(125,000)
Interest expense - November 1, 2022					(125,550)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 103,539</u>

## Fiddler's Creek # 2

Community Development District

Special Assessment Bonds, Series 2014 - 2B

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2021		-	130,200.00	130,200.00
05/01/2022	\$155,000.00	6.000%	130,200.00	285,200.00
11/01/2022		-	125,550.00	125,550.00
05/01/2023	\$155,000.00	6.000%	125,550.00	280,550.00
11/01/2023		-	120,900.00	120,900.00
05/01/2024	\$165,000.00	6.000%	120,900.00	285,900.00
11/01/2024		-	115,950.00	115,950.00
05/01/2025	\$185,000.00	6.000%	115,950.00	300,950.00
11/01/2025		-	110,400.00	110,400.00
05/01/2026	\$190,000.00	6.000%	110,400.00	300,400.00
11/01/2026		-	104,700.00	104,700.00
05/01/2027	\$200,000.00	6.000%	104,700.00	304,700.00
11/01/2027		-	98,700.00	98,700.00
05/01/2028	\$220,000.00	6.000%	98,700.00	318,700.00
11/01/2028		-	92,100.00	92,100.00
05/01/2029	\$225,000.00	6.000%	92,100.00	317,100.00
11/01/2029		-	85,350.00	85,350.00
05/01/2030	\$240,000.00	6.000%	85,350.00	325,350.00
11/01/2030		-	78,150.00	78,150.00
05/01/2031	\$255,000.00	6.000%	78,150.00	333,150.00
11/01/2031		-	70,500.00	70,500.00
05/01/2032	\$275,000.00	6.000%	70,500.00	345,500.00
11/01/2032		-	62,250.00	62,250.00
05/01/2033	\$295,000.00	6.000%	62,250.00	357,250.00
11/01/2033		-	53,400.00	53,400.00
05/01/2034	\$315,000.00	6.000%	53,400.00	368,400.00
11/01/2034		-	43,950.00	43,950.00
05/01/2035	\$335,000.00	6.000%	43,950.00	378,950.00
11/01/2035		-	33,900.00	33,900.00
05/01/2036	\$355,000.00	6.000%	33,900.00	388,900.00
11/01/2036		-	23,250.00	23,250.00
05/01/2037	\$375,000.00	6.000%	23,250.00	398,250.00
11/01/2037		-	12,000.00	12,000.00
05/01/2038	\$400,000.00	6.000%	12,000.00	412,000.00
<b>Total</b>	<b>\$4,340,000.00</b>		<b>\$2,722,500.00</b>	<b>\$7,062,500.00</b>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
DEBT SERVICE FUND BUDGET - SERIES 2014 - 3 (Exchanged Series 2005)  
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 65,334				\$ 60,392
Allowable discounts (4%)	(2,613)				(2,416)
Assessment levy: on-roll - net	62,721	\$ 56,571	\$ 6,150	\$ 62,721	57,976
Assessment levy: off-roll	650,166	212,968	437,198	650,166	652,037
Interest	-	7	-	7	-
Total revenues	<u>712,887</u>	<u>269,546</u>	<u>443,348</u>	<u>712,894</u>	<u>710,013</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	245,000	-	245,000	245,000	260,000
Principal prepayment	-	50,000	-	50,000	-
Interest	465,600	232,800	231,300	464,100	447,900
Total debt service	<u>710,600</u>	<u>282,800</u>	<u>476,300</u>	<u>759,100</u>	<u>707,900</u>
<b>Other fees &amp; charges</b>					
Property appraiser	980	-	980	980	906
Tax collector	1,307	966	341	1,307	1,208
	<u>2,287</u>	<u>966</u>	<u>1,321</u>	<u>2,287</u>	<u>2,114</u>
Total expenditures	<u>712,887</u>	<u>283,766</u>	<u>477,621</u>	<u>761,387</u>	<u>710,014</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(14,220)	(34,273)	(48,493)	(1)
Beginning fund balance (unaudited)	131,250	185,073	170,853	185,073	136,580
Ending fund balance (projected)	<u>\$131,250</u>	<u>\$170,853</u>	<u>\$136,580</u>	<u>\$136,580</u>	<u>136,579</u>
Use of fund balance:					
Debt service reserve account balance					(100,000)
Interest expense - November 1, 2022					(216,150)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u><u>\$ (179,571)</u></u>

**Fiddler's Creek # 2**  
Community Development District  
Special Assessment Bonds, Series 2014 - 3

**Debt Service Schedule**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
11/01/2021	-	-	223,950.00	223,950.00
05/01/2022	260,000.00	6.000%	223,950.00	483,950.00
11/01/2022	-	-	216,150.00	216,150.00
05/01/2023	275,000.00	6.000%	216,150.00	491,150.00
11/01/2023	-	-	207,900.00	207,900.00
05/01/2024	295,000.00	6.000%	207,900.00	502,900.00
11/01/2024	-	-	199,050.00	199,050.00
05/01/2025	310,000.00	6.000%	199,050.00	509,050.00
11/01/2025	-	-	189,750.00	189,750.00
05/01/2026	330,000.00	6.000%	189,750.00	519,750.00
11/01/2026	-	-	179,850.00	179,850.00
05/01/2027	350,000.00	6.000%	179,850.00	529,850.00
11/01/2027	-	-	169,350.00	169,350.00
05/01/2028	375,000.00	6.000%	169,350.00	544,350.00
11/01/2028	-	-	158,100.00	158,100.00
05/01/2029	395,000.00	6.000%	158,100.00	553,100.00
11/01/2029	-	-	146,250.00	146,250.00
05/01/2030	420,000.00	6.000%	146,250.00	566,250.00
11/01/2030	-	-	133,650.00	133,650.00
05/01/2031	445,000.00	6.000%	133,650.00	578,650.00
11/01/2031	-	-	120,300.00	120,300.00
05/01/2032	475,000.00	6.000%	120,300.00	595,300.00
11/01/2032	-	-	106,050.00	106,050.00
05/01/2033	505,000.00	6.000%	106,050.00	611,050.00
11/01/2033	-	-	90,900.00	90,900.00
05/01/2034	535,000.00	6.000%	90,900.00	625,900.00
11/01/2034	-	-	74,850.00	74,850.00
05/01/2035	570,000.00	6.000%	74,850.00	644,850.00
11/01/2035	-	-	57,750.00	57,750.00
05/01/2036	605,000.00	6.000%	57,750.00	662,750.00
11/01/2036	-	-	39,600.00	39,600.00
05/01/2037	640,000.00	6.000%	39,600.00	679,600.00
11/01/2037	-	-	20,400.00	20,400.00
05/01/2038	680,000.00	6.000%	20,400.00	700,400.00
<b>Total</b>	<b>\$7,465,000.00</b>		<b>\$4,667,700.00</b>	<b>\$12,132,700.00</b>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
DEBT SERVICE FUND BUDGET - SERIES 2015A-1 BONDS  
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 271,189				\$ 261,946
Allowable discounts (4%)	(10,848)				(10,478)
Assessment levy: on-roll - net	260,341	\$ 247,257	\$ 13,084	\$ 260,341	251,468
Interest	-	19	3,000	3,019	-
Total revenues	260,341	247,276	16,084	263,360	251,468
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	60,000	-	60,000	60,000	60,000
Principal prepayment	-	95,000	-	95,000	-
Interest	190,850	95,425	92,650	188,075	182,300
Total debt service	250,850	190,425	152,650	343,075	242,300
<b>Other fees &amp; charges</b>					
Property appraiser	4,068	-	4,068	4,068	3,929
Tax collector	5,424	4,228	1,196	5,424	5,239
Total other fees & charges	9,492	4,228	5,264	9,492	9,168
Total expenditures	260,342	194,653	157,914	352,567	251,468
Excess/(deficiency) of revenues over/(under) expenditures	(1)	52,623	(141,830)	(89,207)	-
Beginning fund balance (unaudited)	414,109	507,789	560,412	507,789	418,582
Ending fund balance (projected)	<u>\$ 414,108</u>	<u>\$560,412</u>	<u>\$418,582</u>	<u>\$ 418,582</u>	<u>418,582</u>
Use of fund balance					
Debt service reserve account balance (required)					(108,513)
Interest expense - On-roll - November 1, 2022					(89,650)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 220,419</u>

## Fiddler's Creek # 2

Community Development District

Special Assessment Bonds, Series 2015A - 1

\$6,050,000

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2021	-	-	91,150.00	91,150.00
05/01/2022	60,000.00	5.000%	91,150.00	151,150.00
11/01/2022	-	-	89,650.00	89,650.00
05/01/2023	65,000.00	5.000%	89,650.00	154,650.00
11/01/2023	-	-	88,025.00	88,025.00
05/01/2024	70,000.00	5.000%	88,025.00	158,025.00
11/01/2024	-	-	86,275.00	86,275.00
05/01/2025	70,000.00	5.000%	86,275.00	156,275.00
11/01/2025	-	-	84,525.00	84,525.00
05/01/2026	75,000.00	5.000%	84,525.00	159,525.00
11/01/2026	-	-	82,650.00	82,650.00
05/01/2027	80,000.00	6.000%	82,650.00	162,650.00
11/01/2027	-	-	80,250.00	80,250.00
05/01/2028	85,000.00	6.000%	80,250.00	165,250.00
11/01/2028	-	-	77,700.00	77,700.00
05/01/2029	90,000.00	6.000%	77,700.00	167,700.00
11/01/2029	-	-	75,000.00	75,000.00
05/01/2030	95,000.00	6.000%	75,000.00	170,000.00
11/01/2030	-	-	72,150.00	72,150.00
05/01/2031	100,000.00	6.000%	72,150.00	172,150.00
11/01/2031	-	-	69,150.00	69,150.00
05/01/2032	110,000.00	6.000%	69,150.00	179,150.00
11/01/2032	-	-	65,850.00	65,850.00
05/01/2033	115,000.00	6.000%	65,850.00	180,850.00
11/01/2033	-	-	62,400.00	62,400.00
05/01/2034	120,000.00	6.000%	62,400.00	182,400.00
11/01/2034	-	-	58,800.00	58,800.00
05/01/2035	130,000.00	6.000%	58,800.00	188,800.00
11/01/2035	-	-	54,900.00	54,900.00
05/01/2036	140,000.00	6.000%	54,900.00	194,900.00
11/01/2036	-	-	50,700.00	50,700.00
05/01/2037	145,000.00	6.000%	50,700.00	195,700.00
11/01/2037	-	-	46,350.00	46,350.00
05/01/2038	155,000.00	6.000%	46,350.00	201,350.00
11/01/2038	-	-	41,700.00	41,700.00
05/01/2039	165,000.00	6.000%	41,700.00	206,700.00
11/01/2039	-	-	36,750.00	36,750.00
05/01/2040	175,000.00	6.000%	36,750.00	211,750.00
11/01/2040	-	-	31,500.00	31,500.00
05/01/2041	185,000.00	6.000%	31,500.00	216,500.00
11/01/2041	-	-	25,950.00	25,950.00
05/01/2042	195,000.00	6.000%	25,950.00	220,950.00
11/01/2042	-	-	20,100.00	20,100.00
05/01/2043	210,000.00	6.000%	20,100.00	230,100.00
11/01/2043	-	-	13,800.00	13,800.00
05/01/2044	225,000.00	6.000%	13,800.00	238,800.00
11/01/2044	-	-	7,050.00	7,050.00
05/01/2045	235,000.00	6.000%	7,050.00	242,050.00
<b>Total</b>	<b>\$3,095,000.00</b>		<b>\$2,824,750.00</b>	<b>\$5,919,750.00</b>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
DEBT SERVICE FUND BUDGET - SERIES 2015A-2 BONDS  
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 89,568				\$ 86,378
Allowable discounts (4%)	(3,583)				(3,455)
Assessment levy: on-roll - net	85,985	\$ 81,663	\$ 4,322	\$ 85,985	82,923
Interest	-	6	-	6	-
Total revenues	<u>85,985</u>	<u>81,669</u>	<u>4,322</u>	<u>85,991</u>	<u>82,923</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	30,000	-	30,000	30,000	30,000
Principal prepayment	-	25,000	-	25,000	-
Interest	52,850	26,425	25,700	52,125	49,900
Total debt service	<u>82,850</u>	<u>51,425</u>	<u>55,700</u>	<u>107,125</u>	<u>79,900</u>
<b>Other fees &amp; charges</b>					
Property appraiser	1,344	-	1,344	1,344	1,296
Tax collector	1,791	1,396	395	1,791	1,728
Total other fees & charges	<u>3,135</u>	<u>1,396</u>	<u>1,739</u>	<u>3,135</u>	<u>3,024</u>
Total expenditures	<u>85,985</u>	<u>52,821</u>	<u>57,439</u>	<u>110,260</u>	<u>82,924</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	28,848	(53,117)	(24,269)	(1)
Beginning fund balance (unaudited)	128,562	155,011	183,859	155,011	130,742
Ending fund balance (projected)	<u>\$ 128,562</u>	<u>\$183,859</u>	<u>\$130,742</u>	<u>\$ 130,742</u>	<u>130,741</u>
Use of fund balance					
Debt service reserve account balance (required)					(36,238)
Interest expense - On-roll - November 1, 2022					(24,200)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 70,303</u>



## Fiddler's Creek # 2

Community Development District

Special Assessment Bonds, Series 2015A - 2

\$1,810,000

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2021	-	-	24,950.00	24,950.00
05/01/2022	30,000.00	5.000%	24,950.00	54,950.00
11/01/2022	-	-	24,200.00	24,200.00
05/01/2023	30,000.00	5.000%	24,200.00	54,200.00
11/01/2023	-	-	23,450.00	23,450.00
05/01/2024	35,000.00	5.000%	23,450.00	58,450.00
11/01/2024	-	-	22,575.00	22,575.00
05/01/2025	35,000.00	5.000%	22,575.00	57,575.00
11/01/2025	-	-	21,700.00	21,700.00
05/01/2026	40,000.00	5.000%	21,700.00	61,700.00
11/01/2026	-	-	20,700.00	20,700.00
05/01/2027	40,000.00	6.000%	20,700.00	60,700.00
11/01/2027	-	-	19,500.00	19,500.00
05/01/2028	40,000.00	6.000%	19,500.00	59,500.00
11/01/2028	-	-	18,300.00	18,300.00
05/01/2029	45,000.00	6.000%	18,300.00	63,300.00
11/01/2029	-	-	16,950.00	16,950.00
05/01/2030	50,000.00	6.000%	16,950.00	66,950.00
11/01/2030	-	-	15,450.00	15,450.00
05/01/2031	50,000.00	6.000%	15,450.00	65,450.00
11/01/2031	-	-	13,950.00	13,950.00
05/01/2032	55,000.00	6.000%	13,950.00	68,950.00
11/01/2032	-	-	12,300.00	12,300.00
05/01/2033	60,000.00	6.000%	12,300.00	72,300.00
11/01/2033	-	-	10,500.00	10,500.00
05/01/2034	60,000.00	6.000%	10,500.00	70,500.00
11/01/2034	-	-	8,700.00	8,700.00
05/01/2035	65,000.00	6.000%	8,700.00	73,700.00
11/01/2035	-	-	6,750.00	6,750.00
05/01/2036	70,000.00	6.000%	6,750.00	76,750.00
11/01/2036	-	-	4,650.00	4,650.00
05/01/2037	75,000.00	6.000%	4,650.00	79,650.00
11/01/2037	-	-	2,400.00	2,400.00
05/01/2038	80,000.00	6.000%	2,400.00	82,400.00
<b>Total</b>	<b>\$860,000.00</b>		<b>\$534,050.00</b>	<b>\$1,394,050.00</b>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
DEBT SERVICE FUND BUDGET - SERIES 2015B BONDS  
FISCAL YEAR 2022**

	Fiscal Year 2021			Proposed Budget FY 2022	
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21		Total Actual & Projected
<b>REVENUES</b>					
Assessment levy: off-roll	\$ 132,813	\$ 66,406	\$ 66,407	\$ 132,813	\$ 132,813
Interest	-	9	-	9	-
Total revenues	<u>132,813</u>	<u>66,415</u>	<u>66,407</u>	<u>132,822</u>	<u>132,813</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Interest	132,813	66,406	66,407	132,813	132,813
Total expenditures	<u>132,813</u>	<u>66,406</u>	<u>66,407</u>	<u>132,813</u>	<u>132,813</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	9	-	9	-
Beginning fund balance (unaudited)	194,632	194,650	194,659	194,650	194,659
Ending fund balance (projected)	<u>\$ 194,632</u>	<u>\$194,659</u>	<u>\$194,659</u>	<u>\$ 194,659</u>	<u>194,659</u>
Use of fund balance					
Debt service reserve account balance (required)					(184,844)
Interest expense - On-roll - November 1, 2022					(66,406)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ (56,591)</u>

**Fiddler's Creek # 2**  
 Community Development District  
 Special Assessment Bonds, Series 2015B  
 \$5,915,000

**Debt Service Schedule**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
11/01/2021			66,406.25	66,406.25
05/01/2022			66,406.25	66,406.25
11/01/2022			66,406.25	66,406.25
05/01/2023			66,406.25	66,406.25
11/01/2023			66,406.25	66,406.25
05/01/2024			66,406.25	66,406.25
11/01/2024			66,406.25	66,406.25
05/01/2025	2,125,000.00	6.250%	66,406.25	2,191,406.25
<b>Total</b>	<b>\$2,125,000.00</b>		<b>\$531,250.00</b>	<b>\$2,656,250.00</b>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
DEBT SERVICE FUND BUDGET - SERIES 2019 BONDS  
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected	Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21		
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 1,334,408				\$ 1,319,149
Allowable discounts (4%)	(53,376)				(52,766)
Assessment levy: on-roll - net	1,281,032	\$ 1,249,992	\$ 31,040	\$ 1,281,032	1,266,383
Assessment prepayments	-	108,097	-	108,097	-
Interest	-	30	-	30	-
Total revenues	1,281,032	1,358,119	31,040	1,389,159	1,266,383
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	660,000	-	655,000	655,000	670,000
Principal prepayment	-	85,000	110,000	195,000	-
Interest	598,250	299,125	297,200	596,325	568,175
Total debt service	1,258,250	384,125	1,062,200	1,446,325	1,238,175
<b>Other fees &amp; charges</b>					
Property appraiser	20,016	-	20,016	20,016	19,787
Tax collector	26,688	21,376	5,312	26,688	26,383
Trustee fee	-	140	-	140	-
Total other fees & charges	46,704	21,516	25,328	46,844	46,170
Total expenditures	1,304,954	405,641	1,087,528	1,493,169	1,284,345
Excess/(deficiency) of revenues over/(under) expenditures	(23,922)	952,478	(1,056,488)	(104,010)	(17,962)
Beginning fund balance (unaudited)	733,154	856,815	1,809,293	856,815	752,805
Ending fund balance (projected)	\$ 709,232	\$ 1,809,293	\$ 752,805	\$ 752,805	734,843
Use of fund balance					
Debt service reserve account balance (required)					(150,000)
Interest expense - On-roll - November 1, 2022					(273,200)
Projected fund balance surplus/(deficit) as of September 30, 2022					\$ 311,643

**Fiddler's Creek # 2**  
 Community Development District  
 Special Assessment Revenue Refunding Bonds, Series 2019

**Debt Service Schedule**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
11/01/2021	-		284,087.50	284,087.50
05/01/2022	670,000.00	3.250%	284,087.50	954,087.50
11/01/2022	-		273,200.00	273,200.00
05/01/2023	695,000.00	3.250%	273,200.00	968,200.00
11/01/2023	-		261,906.25	261,906.25
05/01/2024	720,000.00	4.250%	261,906.25	981,906.25
11/01/2024	-		246,606.25	246,606.25
05/01/2025	755,000.00	4.250%	246,606.25	1,001,606.25
11/01/2025	-		230,562.50	230,562.50
05/01/2026	785,000.00	4.250%	230,562.50	1,015,562.50
11/01/2026	-		213,881.25	213,881.25
05/01/2027	820,000.00	4.250%	213,881.25	1,033,881.25
11/01/2027	-		196,456.25	196,456.25
05/01/2028	855,000.00	4.250%	196,456.25	1,051,456.25
11/01/2028	-		178,287.50	178,287.50
05/01/2029	890,000.00	4.250%	178,287.50	1,068,287.50
11/01/2029	-		159,375.00	159,375.00
05/01/2030	935,000.00	5.000%	159,375.00	1,094,375.00
11/01/2030	-		136,000.00	136,000.00
05/01/2031	980,000.00	5.000%	136,000.00	1,116,000.00
11/01/2031	-		111,500.00	111,500.00
05/01/2032	1,035,000.00	5.000%	111,500.00	1,146,500.00
11/01/2032	-		85,625.00	85,625.00
05/01/2033	1,085,000.00	5.000%	85,625.00	1,170,625.00
11/01/2033	-		58,500.00	58,500.00
05/01/2034	1,140,000.00	5.000%	58,500.00	1,198,500.00
11/01/2034	-		30,000.00	30,000.00
05/01/2035	1,200,000.00	5.000%	30,000.00	1,230,000.00
<b>Total</b>	<b>\$12,565,000.00</b>		<b>\$4,931,975.00</b>	<b>\$17,496,975.00</b>

2019 Series Bond Issue						Outstanding
Residential	Bond	Debt Service	O & M	Total		Principal
Neighborhoods	Designation	Assessment	Assessment	Assessment		after 2021-2022
						tax payment
Laguna	Coach 1	\$ 1,293.03	\$ 1,585.37	\$ 2,878.40		\$ 11,166.60
Varenna	Coach 2	\$ 1,551.64	\$ 1,585.37	\$ 3,137.01		\$ 13,690.55
Varenna II	Coach 4	\$ 2,413.66	\$ 1,585.37	\$ 3,999.03		\$ 23,887.30
Marengo	Coach 2	\$ 1,551.64	\$ 1,585.37	\$ 3,137.01		\$ 13,637.50
Marengo II	Coach 4	\$ 2,495.63	\$ 1,585.37	\$ 4,081.00		\$ 23,600.60
Marengo III	Single Fam	\$ 3,794.02	\$ 1,585.37	\$ 5,379.39		\$ 34,578.24
Serena	Coach 3	\$ 1,724.04	\$ 1,585.37	\$ 3,309.41		\$ 15,350.51
Serena II	Coach 6	\$ 2,155.05	\$ 1,585.37	\$ 3,740.42		\$ 20,685.71
Serena III	Coach 6	\$ 2,495.63	\$ 1,585.37	\$ 4,081.00		\$ 23,503.07
Sonoma	Coach 3	\$ 1,724.04	\$ 1,585.37	\$ 3,309.41		\$ 15,350.51
Menaggio	Coach 5	\$ 1,896.45	\$ 1,585.37	\$ 3,481.82		\$ 17,830.23
Menaggio II	Coach 7	\$ 2,495.63	\$ 1,585.37	\$ 4,081.00		\$ 22,489.74
Menaggio III	Coach 8	\$ 3,292.47	\$ 1,585.37	\$ 4,877.84		\$ 30,273.88
Millbrook (lots 1-9; 14-36)	Patio 50	\$ 3,017.08	\$ 1,585.37	\$ 4,602.45		\$ 27,396.66
Millbrook II (lots 10-13)	Patio 50	\$ 4,396.31	\$ 1,585.37	\$ 5,981.68		\$ 42,222.80
Chiasso	Patio 65-1	\$ 2,586.07	\$ 1,585.37	\$ 4,171.44		\$ 22,535.36
Chiasso II	Patio 65-2	\$ 4,396.31	\$ 1,585.37	\$ 5,981.68		\$ 40,442.15
Mussorie (lots 1-40)	PAID IN FULL	\$ -	\$ 1,585.37	\$ 1,585.37		\$ -
Lagomar REPLAT (lots 43-75)	Patio 65-2	\$ 5,032.98	\$ 1,585.37	\$ 6,618.35		\$ 46,247.33
Amador I & II	Patio 65-2	\$ 4,396.31	\$ 1,585.37	\$ 5,981.68		\$ 40,442.15
Fiscal Year 2020-2021 Assessments						
Laguna	Coach 1	\$ 1,293.03	\$ 1,407.69	\$ 2,700.72		\$ 11,821.92
Varenna	Coach 2	\$ 1,551.64	\$ 1,407.69	\$ 2,959.33		\$ 14,476.89
Varenna II	Coach 4	\$ 2,413.66	\$ 1,407.69	\$ 3,821.35		\$ 25,110.17
Marengo	Coach 2	\$ 1,551.64	\$ 1,407.69	\$ 2,959.33		\$ 14,423.84
Marengo II	Coach 4	\$ 2,495.63	\$ 1,407.69	\$ 3,903.32		\$ 24,865.14
Marengo III	Single Fam	\$ 3,794.02	\$ 1,407.69	\$ 5,201.71		\$ 36,500.83
Serena	Coach 3	\$ 1,724.04	\$ 1,407.69	\$ 3,131.73		\$ 16,224.20
Serena II	Coach 6	\$ 2,155.05	\$ 1,407.69	\$ 3,562.74		\$ 21,777.63
Serena III	Coach 6	\$ 2,495.63	\$ 1,407.69	\$ 3,903.32		\$ 24,767.62
Sonoma	Coach 3	\$ 1,724.04	\$ 1,407.69	\$ 3,131.73		\$ 16,224.20
Menaggio	Coach 5	\$ 1,896.45	\$ 1,407.69	\$ 3,304.14		\$ 18,791.17
Menaggio II	Coach 7	\$ 2,495.63	\$ 1,407.69	\$ 3,903.32		\$ 23,754.41
Menaggio III	Coach 8	\$ 3,292.47	\$ 1,407.69	\$ 4,700.16		\$ 31,942.28
Millbrook (lots 1-9; 14-36)	Patio 50	\$ 3,017.08	\$ 1,407.69	\$ 4,424.77		\$ 28,925.56
Millbrook II (lots 10-13)	Patio 50	\$ 4,396.31	\$ 1,407.69	\$ 5,804.00		\$ 44,450.33
Chiasso	Patio 65-1	\$ 2,586.07	\$ 1,407.69	\$ 3,993.76		\$ 23,845.86
Chiasso II	Patio 65-2	\$ 4,396.31	\$ 1,407.69	\$ 5,804.00		\$ 42,669.90
Mussorie (lots 1-40)	PAID IN FULL	\$ -	\$ 1,407.69	\$ 1,407.69		\$ -
Lagomar REPLAT (lots 43-75)	Patio 56-2	\$ 5,032.98	\$ 1,407.69	\$ 6,440.67		\$ 48,797.71
Amador I & II	Patio 65-2	\$ 4,396.31	\$ 1,407.69	\$ 5,804.00		\$ 42,669.90

Fiddler's Creek #2  
 Community Development District  
 Fiscal Year 2021-2022 Assessments

Collier County  
 15 years remaining

2004 Series Bond Issue						Outstanding Principal after 2021-2022 tax payment
Residential Neighborhoods		Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	
Millbrook (lots 37-49)		Patio 50	\$ 3,500.00	\$ 1,585.37	\$ 5,085.37	\$ 28,361.64
Mussorie (lots 41-54)	PAID IN FULL	Patio 65	\$ -	\$ 1,585.37	\$ 1,585.37	\$ -
Lagomar (lots 1-42)	PAID IN FULL	Patio 65	\$ -	\$ 1,585.37	\$ 1,585.37	\$ -

Fiscal Year 2020-2021 Assessments						
Millbrook (lots 37-49)		Patio 50	\$ 3,500.00	\$ 1,407.69	\$ 4,907.69	\$ 29,361.64
Mussorie (lots 41-54)	PAID IN FULL	Patio 65	\$ -	\$ 1,407.69	\$ 1,407.69	\$ -
Lagomar (lots 1-42)	PAID IN FULL	Patio 65	\$ -	\$ 1,407.69	\$ 1,407.69	\$ -

Fiddler's Creek #2  
 Community Development District  
 Fiscal Year 2021-2022 Assessments

Collier County  
 16 years remaining

2005 Series Bond Issue						Outstanding Principal after 2021-2022 tax payment
Residential Neighborhoods		Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	
Callista		Coach 1	\$ 2,100.00	\$ 1,585.37	\$ 3,685.37	\$ 16,131.05
Callista II		Coach 2	\$ 2,696.55	\$ 1,585.37	\$ 4,281.92	\$ 26,604.67
Millbrook (lots 50-73)		Patio 50	\$ 3,500.00	\$ 1,585.37	\$ 5,085.37	\$ 31,503.55

Fiscal Year 2020-2021 Assessments						
Callista		Coach 1	\$ 2,100.00	\$ 1,407.69	\$ 3,507.69	\$ 16,822.61
Callista II		Coach 2	\$ 2,696.55	\$ 1,407.69	\$ 4,104.24	\$ 27,485.45
Millbrook (lots 50-73)		Patio 50	\$ 3,500.00	\$ 1,407.69	\$ 4,907.69	\$ 32,650.49

Fiddler's Creek #2  
 Community Development District  
 Fiscal Year 2021-2022 Assessments

Collier County  
 15 years remaining

2014-1 Series Bond Issue						Outstanding Principal after 2021-2022 tax payment
Residential Neighborhoods		Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	
Lagomar REPLAT (Lots 76-77)	PAID IN FULL	Patio 65	\$ -	\$ 1,585.37	\$ 1,585.37	\$ -
Millbrook (lots 74-89)		Patio 50	\$ 3,500.00	\$ 1,585.37	\$ 5,085.37	\$ 29,988.51
Dorado		Multi Family	\$ 3,460.18	\$ 1,585.37	\$ 5,045.55	\$ 29,713.13

Fiscal Year 2020-2021 Assessments						
Lagomar REPLAT (Lots 76-77)	PAID IN FULL	Patio 65	\$ -	\$ 1,407.69	\$ 1,407.69	\$ -
Millbrook (lots 74-89)		Patio 50	\$ 3,500.00	\$ 1,407.69	\$ 4,907.69	\$ 31,114.18
Dorado		Multi Family	\$ 3,460.18	\$ 1,407.69	\$ 4,867.87	\$ 30,828.47

Fiddler's Creek #2  
 Community Development District  
 Fiscal Year 2021-2022 Assessments

Collier County  
 16 years remaining

2014-2 Series Bond Issue						Outstanding Principal after 2021-2022 tax payment
Residential Neighborhoods		Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	
Amaranda		Patio 65	\$ 2,297.42	\$ 1,585.37	\$ 3,882.79	\$ 21,501.42
Callista		Patio 65	\$ 4,050.67	\$ 1,585.37	\$ 5,636.04	\$ 38,050.62

Fiscal Year 2020-2021 Assessments						
Amaranda		Patio 65	\$ 2,297.42	\$ 1,407.69	\$ 3,705.11	\$ 22,298.68
Callista		Patio 65	\$ 4,050.67	\$ 1,407.69	\$ 5,458.36	\$ 39,461.51



Fiddler's Creek #2  
 Community Development District  
 Fiscal Year 2021-2022 Assessments

Collier County  
 16 years remaining

2014-3 Series Bond Issue					Outstanding Principal after 2021-2022 tax payment
Residential Neighborhoods		Debt Service Assessment	O & M Assessment	Total Assessment	
<u>Oyster Harbor</u>					
Phase Three		\$ 2,625.74	\$ 1,585.37	\$ 4,211.11	\$ 24,720.42

Fiscal Year 2020-2021 Assessments					
<u>Oyster Harbor</u>					
Phase Three		\$ 2,617.79	\$ 1,407.69	\$4,025.48	\$ 25,608.31

Fiddler's Creek #2  
 Community Development District  
 Fiscal Year 2021-2022 Assessments

Collier County  
 23 years remaining

2015A-1; A-2 Series Bond Issue					Outstanding Principal after 2021-2022 tax payment
Residential Neighborhoods		Debt Service Assessment	O & M Assessment	Total Assessment	
<u>Oyster Harbor</u>					
76' 62' REPLAT LOTS		\$ 2,658.96	\$ 1,585.37	\$ 4,244.33	\$ 28,998.52
All others	PAID IN FULL	\$ -	\$ 1,585.37	\$ 1,585.37	\$ -

Fiscal Year 2020-2021 Assessments					
<u>Oyster Harbor</u>					
76' 62' REPLAT lots		\$ 2,672.27	\$ 1,407.69	\$4,079.96	\$ 29,685.54
All others	PAID IN FULL	\$ -	\$ 1,407.69	\$ 1,407.69	\$ -

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#2**

**6A**

**GulfScapes Landscape Management Svcs.**

PO Box 8122  
Naples, FL 34101  
239-455-4911



# Proposal

**ADDRESS**

Fiddler's Creek CDD II  
c/o Wrathell, Hunt, Hart & Associates  
9220 Bonita Beach Rd., #214  
Bonita Springs, FL 34135

**PROPOSAL #** 2653  
**DATE** 06/16/2021

DESCRIPTION	AMOUNT
Aviamar Entry Landscape Renovations Per Juniper Plan Page L1-01	
Install- 170 Parsoni Juniper 3gallon per plan	2,040.00
Install- 269Wax Jasmine 3gallon per plan	2,959.00
Install- 230 Helen Johnson Bougainvilleau per plan	2,760.00
Install- 532 Carissa Emerald Blanket per plan	5,852.00
Install- 44 Dread Lock Croton per plan	528.00
Install- 160 Dwarf Firebush per plan	1,760.00
Install- 26 Copper Leaf per plan	260.00
Install- 310 Pinestraw bales	2,790.00
Install- 7,074Seasonal annuals per plan	25,466.40
Install- St Augustine Per Plan	7,830.00
Soil amendments	1,600.00
Irrigation Modification to accommodate new plantings and turf	10,000.00
Site Prep / Removal & Disposal / Labor & Installation	8,563.00
Aviamar Entry Landscape Renovations Per Juniper Plan Page L1-01	
<b>TOTAL</b>	<b>\$72,408.40</b>

Accepted By

Accepted Date

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#2**

**6B**

**GulfScapes Landscape Management Svcs.**

PO Box 8122  
Naples, FL 34101  
239-455-4911



# Proposal

**ADDRESS**

Fiddler's Creek CDD II  
c/o Wrathell, Hunt, Hart & Associates  
9220 Bonita Beach Rd., #214  
Bonita Springs, FL 34135

**PROPOSAL #** 2656  
**DATE** 06/16/2021

DESCRIPTION	AMOUNT
Aviamar Entry Landscape Design Concept	0.00
Install- 12 Thatch Palms 25gallon per concept	6,600.00
Install-1 Silver Bizmarck Palm 16ft OA per concept	3,771.00
Install- 180 Dwarf Bougainvillea per concept	2,160.00
Install- 52 Ilex Schelling 3gallon per concept	624.00
Install- 50 Dazzle Arboricola per concept	750.00
Install- 600 Seasonal Annuals 4.5" per concept	2,160.00
Install St Augustine (9,042 sq ft) per concept	7,200.00
Install- 80 Pine Straw bales	960.00
Irrigation modifications to accommodate new plantings and turf	4,500.00
Soil amendment	1,800.00
Site prep / Removal & Disposal / Labor & Installation	3,757.00

TOTAL **\$34,282.00**

Accepted By

Accepted Date

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#2**

**12**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
FINANCIAL STATEMENTS  
UNAUDITED  
MAY 31, 2021**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MAY 31, 2021**

	General	Debt Service Series 2004	Debt Service Series 2005	Debt Service Series 2014-1A	Debt Service Series 2014-1B	Debt Service Series 2014-2A	Debt Service Series 2014-2B	Debt Service Series 2014-3	Debt Service Series 2015A-1	Debt Service Series 2015A-2	Debt Service Series 2015B	Debt Service Series 2019	Capital Projects Series 2014-2	Capital Projects Series 2015A-1	Total Governmental Funds
<b>ASSETS</b>															
Cash	\$ 2,331,297	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,331,297
Investments															
Revenue A	-	128,371	163,905	-	-	-	-	25,468	294,297	88,255	-	603,560	-	-	1,303,856
Revenue B	-	-	-	-	173,678	-	191,164	-	-	-	-	-	-	-	364,842
Reserve A	-	52,053	52,053	-	-	-	-	104,089	112,953	37,720	-	150,720	-	-	509,588
Reserve B	-	-	-	-	128,800	-	128,800	-	-	-	192,408	-	-	-	450,008
Prepayment A	-	730	53,748	548	-	2,807	-	2,888	4,305	3,436	-	1,956	-	-	70,418
Prepayment B	-	-	-	-	368	-	4,783	-	-	-	2,254	-	-	-	7,405
Interest	-	1,651	-	-	186	-	146	-	-	-	-	-	-	-	1,983
Construction	-	-	-	-	-	-	-	-	-	-	-	-	368,006	282,583	650,589
Sinking	-	-	-	-	455	-	533	-	-	-	-	-	-	-	988
Optional redemption	-	-	-	-	-	-	-	72	-	-	-	-	-	-	72
COI	-	-	-	-	13	-	13	-	-	-	-	18	-	-	44
Due from other funds															
Debt service fund series 2004	-	-	25,559	-	-	-	-	-	-	-	-	-	-	-	25,559
Debt service fund series 2014-1A	321	-	-	-	-	-	-	-	-	-	-	-	-	-	321
Debt service fund series 2014-2A	1,974	-	-	-	-	-	2,524	-	-	-	-	-	-	-	4,498
Due from other	450	-	-	-	-	-	-	-	-	-	-	-	-	-	450
Due from general fund	-	159	938	-	1,763	-	2,013	274	1,196	395	-	6,046	-	-	12,784
Accounts receivable	3,116	-	-	-	-	-	-	-	-	-	-	-	-	-	3,116
Undeposited funds	6,728	-	-	-	-	-	37,529	-	-	-	-	-	-	-	44,257
<b>Total assets</b>	<b>\$ 2,343,886</b>	<b>\$ 182,964</b>	<b>\$ 296,203</b>	<b>\$ 548</b>	<b>\$ 305,263</b>	<b>\$ 2,807</b>	<b>\$ 367,505</b>	<b>\$ 132,791</b>	<b>\$ 412,751</b>	<b>\$ 129,806</b>	<b>\$ 194,662</b>	<b>\$ 762,300</b>	<b>\$ 368,006</b>	<b>\$ 282,583</b>	<b>\$ 5,782,075</b>
<b>LIABILITIES AND FUND BALANCES</b>															
<b>Liabilities</b>															
Accounts payable	\$ 16,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,500
Due to other funds															
Debt service fund series 2004	159	-	-	-	-	-	-	-	-	-	-	-	-	-	159
Debt service fund series 2005	938	25,559	-	-	-	-	-	-	-	-	-	-	-	-	26,497
Debt service fund series 2014-1B	1,763	-	-	-	-	-	-	-	-	-	-	-	-	-	1,763
Debt service fund series 2014-2B	2,013	-	-	-	-	-	2,524	-	-	-	-	-	-	-	4,537
Debt service fund series 2014-3	274	-	-	-	-	-	-	-	-	-	-	-	-	-	274
Debt service fund series 2015A-1	1,196	-	-	-	-	-	-	-	-	-	-	-	-	-	1,196
Debt service fund series 2015A-2	395	-	-	-	-	-	-	-	-	-	-	-	-	-	395
Debt service fund series 2019	6,046	-	-	-	-	-	-	-	-	-	-	-	-	-	6,046
Due to Fiddler's Creek CDD #1	75,393	-	-	-	-	-	-	-	-	-	-	-	-	-	75,393
Due to general fund	-	-	-	321	-	1,974	-	-	-	-	-	-	-	-	2,295
Due to Developer	10,735	-	-	-	-	-	-	-	-	-	-	-	-	-	10,735
Retainage payable	-	-	-	-	-	-	-	-	-	-	-	-	86,592	-	86,592
<b>Total liabilities</b>	<b>115,412</b>	<b>25,559</b>	<b>-</b>	<b>321</b>	<b>-</b>	<b>4,498</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>86,592</b>	<b>-</b>	<b>232,382</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>															
Deferred receipts	450	-	-	-	-	-	-	-	-	-	-	-	-	-	450
<b>Total deferred inflows of resources</b>	<b>450</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>450</b>
<b>Fund balances:</b>															
Restricted for:															
Debt service	-	157,405	296,203	227	305,263	(1,691)	367,505	132,791	412,751	129,806	194,662	762,300	-	-	2,757,222
Capital projects	-	-	-	-	-	-	-	-	-	-	-	-	281,414	282,583	563,997
Unassigned	2,228,024	-	-	-	-	-	-	-	-	-	-	-	-	-	2,228,024
<b>Total fund balances</b>	<b>2,228,024</b>	<b>157,405</b>	<b>296,203</b>	<b>227</b>	<b>305,263</b>	<b>(1,691)</b>	<b>367,505</b>	<b>132,791</b>	<b>412,751</b>	<b>129,806</b>	<b>194,662</b>	<b>762,300</b>	<b>281,414</b>	<b>282,583</b>	<b>5,549,243</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 2,343,886</b>	<b>\$ 182,964</b>	<b>\$ 296,203</b>	<b>\$ 548</b>	<b>\$ 305,263</b>	<b>\$ 2,807</b>	<b>\$ 367,505</b>	<b>\$ 132,791</b>	<b>\$ 412,751</b>	<b>\$ 129,806</b>	<b>\$ 194,662</b>	<b>\$ 762,300</b>	<b>\$ 368,006</b>	<b>\$ 282,583</b>	<b>\$ 5,782,075</b>



**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 9,799	\$ 2,026,114	\$2,027,080	100%
Assessment levy: off-roll	6,728	53,821	80,731	67%
Interest & miscellaneous	21	11,565	7,500	154%
Total revenues	<u>16,548</u>	<u>2,091,500</u>	<u>2,115,311</u>	99%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	2,153	8,397	14,369	58%
Management	7,055	56,441	84,662	67%
Assessment roll preparation	-	22,500	22,500	100%
Audit	5,950	16,500	16,500	100%
Legal - general	-	5,366	25,000	21%
Engineering	7,777	38,255	40,000	96%
Telephone	26	209	313	67%
Postage	173	1,142	2,000	57%
Insurance	-	17,704	10,509	168%
Printing and binding	50	396	595	67%
Legal advertising	-	-	2,000	0%
Office supplies	-	-	750	0%
Annual district filing fee	-	175	175	100%
Trustee	-	31,500	25,500	124%
Arbitrage rebate calculation	-	3,500	8,000	44%
ADA website compliance	-	210	900	23%
Contingency	83	1,372	10,000	14%
Total administrative	<u>23,267</u>	<u>203,667</u>	<u>263,773</u>	77%
<b>Field management</b>				
Field management services	952	7,616	11,424	67%
Total field management	<u>952</u>	<u>7,616</u>	<u>11,424</u>	67%
<b>Water management</b>				
Other contractual	14,519	76,630	147,494	52%
Fountains	18,542	130,187	145,000	90%
Total water management	<u>33,061</u>	<u>206,817</u>	<u>292,494</u>	71%
<b>Street lighting</b>				
Contractual services	956	5,973	20,000	30%
Electricity	1,228	4,904	16,000	31%
Capital outlay	-	-	10,000	0%
Miscellaneous	-	-	1,000	0%
Total street lighting	<u>2,184</u>	<u>10,877</u>	<u>47,000</u>	23%

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>Landscaping</b>				
Other contractual	51,882	498,233	1,059,000	47%
Other contractual-mosquito spraying	-	10,326	23,000	45%
Improvements and renovations	805	18,707	75,000	25%
Contingencies	-	-	5,000	0%
Total landscaping	<u>52,687</u>	<u>527,266</u>	<u>1,162,000</u>	45%
<b>Roadway maintenance</b>				
Contractual services (street cleaning)	570	2,280	5,000	46%
Roadway maintenance	5,240	135,877	75,000	181%
Total roadway services	<u>5,810</u>	<u>138,157</u>	<u>80,000</u>	173%
<b>Irrigation</b>				
Controller repairs & maintenance	49	675	2,000	34%
Other contractual-irrigation manager	-	12,500	50,000	25%
Supply system	11,928	66,492	132,716	50%
Total irrigation	<u>11,977</u>	<u>79,667</u>	<u>184,716</u>	43%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	31,673	0%
Tax collector	196	34,765	42,231	82%
Total other fees & charges	<u>196</u>	<u>34,765</u>	<u>73,904</u>	47%
Total expenditures and other charges	<u>130,134</u>	<u>1,208,832</u>	<u>2,115,311</u>	57%
Excess/(deficiency) of revenues over/(under) expenditures	(113,586)	882,668	-	
Fund balances - beginning	2,341,610	1,345,356	1,044,066	
Fund balances - ending	<u>\$ 2,228,024</u>	<u>\$ 2,228,024</u>	<u>\$ 1,044,066</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2004  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 162	\$ 33,562	\$ 33,600	100%
Interest	2	11	-	N/A
Total revenues	<u>164</u>	<u>33,573</u>	<u>33,600</u>	100%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	5,000	5,000	5,000	100%
Interest	8,269	16,538	16,538	100%
Total debt service	<u>13,269</u>	<u>21,538</u>	<u>21,538</u>	100%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	525	0%
Tax collector	3	575	700	82%
Total other fees & charges	<u>3</u>	<u>575</u>	<u>1,225</u>	47%
Total expenditures	<u>13,272</u>	<u>22,113</u>	<u>22,763</u>	97%
Excess/(deficiency) of revenues over/(under) expenditures	(13,108)	11,460	10,837	
Fund balances - beginning	170,513	145,945	154,380	
Fund balances - ending	<u>\$ 157,405</u>	<u>\$ 157,405</u>	<u>\$ 165,217</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2005  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 957	\$ 197,898	\$ 201,484	98%
Prepayment assessments	-	49,473	-	N/A
Interest	2	14	-	N/A
Total revenues	<u>959</u>	<u>247,385</u>	<u>201,484</u>	123%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	65,000	65,000	65,000	100%
Principal - off-roll	-	30,000	-	N/A
Interest	60,150	121,200	122,100	99%
Total debt service	<u>125,150</u>	<u>216,200</u>	<u>187,100</u>	116%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	3,148	0%
Tax collector	19	3,395	4,198	81%
Total other fees & charges	<u>19</u>	<u>3,395</u>	<u>7,346</u>	46%
Total expenditures	<u>125,169</u>	<u>219,595</u>	<u>194,446</u>	113%
Excess/(deficiency) of revenues over/(under) expenditures	(124,210)	27,790	7,038	
Fund balances - beginning	420,413	268,413	229,123	
Fund balances - ending	<u>\$ 296,203</u>	<u>\$ 296,203</u>	<u>\$ 236,161</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-1A  
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 277,649	\$ 277,650	100%
Total revenues	<u>-</u>	<u>277,649</u>	<u>277,650</u>	100%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	90,000	90,000	90,000	100%
Interest	93,825	187,650	187,650	100%
Total debt service	<u>183,825</u>	<u>277,650</u>	<u>277,650</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	(183,825)	(1)	-	
Fund balances - beginning	184,052	228	131,581	
Fund balances - ending	<u>\$ 227</u>	<u>\$ 227</u>	<u>\$ 131,581</u>	

On June 15, 2018, the District bifurcated the Series 2014-1 Bonds into two separate Bond Series- Series 2014-1 and Series 2014-1B. As a result of the bifurcation, the par amount of the Series 2014-1 Bonds is \$4,000,000; the par amount of the Series 2014-1B Bonds is \$3,815,000.

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-1B  
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 1,799	\$ 371,921	\$ 372,345	100%
Interest	3	17	-	N/A
Total revenues	<u>1,802</u>	<u>371,938</u>	<u>372,345</u>	100%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	115,000	115,000	115,000	100%
Principal prepayment	-	5,000	-	N/A
Interest	120,488	241,144	241,313	100%
Total debt service	<u>235,488</u>	<u>361,144</u>	<u>356,313</u>	101%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	5,818	0%
Tax collector	36	6,381	7,757	82%
Total other fees & charges	<u>36</u>	<u>6,381</u>	<u>13,575</u>	47%
Total expenditures	<u>235,524</u>	<u>367,525</u>	<u>369,888</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	(233,722)	4,413	2,457	
Fund balances - beginning	538,985	300,850	278,087	
Fund balances - ending	<u>\$ 305,263</u>	<u>\$ 305,263</u>	<u>\$ 280,544</u>	

On June 15, 2018, the District bifurcated the Series 2014-1 Bonds into two separate Bond Series- Series 2014-1 and Series 2014-1B. As a result of the bifurcation, the par amount of the Series 2014-1 Bonds is \$4,000,000; the par amount of the Series 2014-1B Bonds is \$3,815,000.

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-2A  
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 536,598	\$ 536,600	100%
Total revenues	<u>-</u>	<u>536,598</u>	<u>536,600</u>	<u>100%</u>
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	185,000	185,000	185,000	100%
Interest	175,800	351,600	351,600	100%
Total debt service	<u>360,800</u>	<u>536,600</u>	<u>536,600</u>	<u>100%</u>
Excess/(deficiency) of revenues over/(under) expenditures	(360,800)	(2)	-	
Fund balances - beginning	359,109	(1,689)	217,530	
Fund balances - ending	<u>\$ (1,691)</u>	<u>\$ (1,691)</u>	<u>\$ 217,530</u>	

On June 15, 2018, the District bifurcated the Series 2014-2 Bonds into two separate Bond Series- Series 2014-2 and Series 2014-2B. As a result of the bifurcation, the par amount of the Series 2014-2 Bonds is \$8,635,000; the par amount of the Series 2014-2B Bonds is \$4,835,000.

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-2B  
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 2,054	\$ 424,742	\$ 425,226	100%
Assessment prepayments	-	37,529	-	N/A
Interest	4	19	-	N/A
Total revenues	<u>2,058</u>	<u>462,290</u>	<u>425,226</u>	109%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	140,000	140,000	140,000	100%
Interest	134,400	268,800	268,800	100%
Total debt service	<u>274,400</u>	<u>408,800</u>	<u>408,800</u>	100%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	6,644	0%
Tax collector	41	7,287	8,859	82%
Total other fees & charges	<u>41</u>	<u>7,287</u>	<u>15,503</u>	47%
Total expenditures	<u>274,441</u>	<u>416,087</u>	<u>424,303</u>	98%
Excess/(deficiency) of revenues over/(under) expenditures	(272,383)	46,203	923	
Fund balances - beginning	639,888	321,302	313,519	
Fund balances - ending	<u>\$ 367,505</u>	<u>\$ 367,505</u>	<u>\$ 314,442</u>	

On June 15, 2018, the District bifurcated the Series 2014-2 Bonds into two separate Bond Series- Series 2014-2 and Series 2014-2B. As a result of the bifurcation, the par amount of the Series 2014-2 Bonds is \$8,635,000; the par amount of the Series 2014-2B Bonds is \$4,835,000.



**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-3 (SERIES 2005)  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 279	\$ 57,735	\$ 62,721	92%
Assessment levy: off-roll	-	650,064	650,166	100%
Interest	2	10	-	N/A
Total revenues	<u>281</u>	<u>707,809</u>	<u>712,887</u>	99%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	245,000	245,000	245,000	100%
Principal prepayment	-	50,000	-	N/A
Interest	231,300	464,100	465,600	100%
Total debt service	<u>476,300</u>	<u>759,100</u>	<u>710,600</u>	107%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	980	0%
Tax collector	5	991	1,307	76%
Total other fees & charges	<u>5</u>	<u>991</u>	<u>2,287</u>	43%
Total expenditures	<u>476,305</u>	<u>760,091</u>	<u>712,887</u>	107%
Excess/(deficiency) of revenues over/(under) expenditures	(476,024)	(52,282)	-	
Fund balances - beginning	608,815	185,073	131,250	
Fund balances - ending	<u>\$ 132,791</u>	<u>\$ 132,791</u>	<u>\$ 131,250</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2015A-1  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 1,220	\$ 252,340	\$ 260,341	97%
Interest	4	27	-	N/A
Total revenues	<u>1,224</u>	<u>252,367</u>	<u>260,341</u>	97%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	60,000	60,000	60,000	100%
Principal prepayment	-	95,000	-	N/A
Interest	92,650	188,075	190,850	99%
Total debt service	<u>152,650</u>	<u>343,075</u>	<u>250,850</u>	137%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	4,068	0%
Tax collector	24	4,330	5,424	80%
Total other fees & charges	<u>24</u>	<u>4,330</u>	<u>9,492</u>	46%
Total expenditures	<u>152,674</u>	<u>347,405</u>	<u>260,342</u>	133%
Excess/(deficiency) of revenues over/(under) expenditures	(151,450)	(95,038)	(1)	
Fund balances - beginning	564,201	507,789	414,109	
Fund balances - ending	<u>\$ 412,751</u>	<u>\$ 412,751</u>	<u>\$ 414,108</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2015A-2  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 403	\$ 83,342	\$ 85,985	97%
Interest	1	8	-	N/A
Total revenues	<u>404</u>	<u>83,350</u>	<u>85,985</u>	97%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	30,000	30,000	30,000	100%
Principal prepayment	-	25,000	-	N/A
Interest	25,700	52,125	52,850	99%
Total debt service	<u>55,700</u>	<u>107,125</u>	<u>82,850</u>	129%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	1,344	0%
Tax collector	8	1,430	1,791	80%
Total other fees & charges	<u>8</u>	<u>1,430</u>	<u>3,135</u>	46%
Total expenditures	<u>55,708</u>	<u>108,555</u>	<u>85,985</u>	126%
Excess/(deficiency) of revenues over/(under) expenditures	(55,304)	(25,205)	-	
Fund balances - beginning	185,110	155,011	128,562	
Fund balances - ending	<u>\$ 129,806</u>	<u>\$ 129,806</u>	<u>\$ 128,562</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2015B  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 132,812	\$ 132,813	100%
Interest	1	12	-	N/A
Total revenues	<u>1</u>	<u>132,824</u>	<u>132,813</u>	100%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Interest	66,406	132,812	132,813	100%
Total debt service	<u>66,406</u>	<u>132,812</u>	<u>132,813</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	(66,405)	12	-	
Fund balances - beginning	261,067	194,650	194,632	
Fund balances - ending	<u>\$ 194,662</u>	<u>\$ 194,662</u>	<u>\$ 194,632</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2019  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 6,169	\$ 1,275,688	\$ 1,281,032	100%
Assessment prepayments	-	108,097	-	N/A
Interest	12	53	-	N/A
Total revenues	<u>6,181</u>	<u>1,383,838</u>	<u>1,281,032</u>	108%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	665,000	665,000	660,000	101%
Principal prepayment	110,000	195,000	-	N/A
Interest	297,200	596,325	598,250	100%
Total debt service	<u>1,072,200</u>	<u>1,456,325</u>	<u>1,258,250</u>	116%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	20,016	0%
Trustee Fees	-	140	-	N/A
Tax collector	123	21,888	26,688	82%
Total other fees & charges	<u>123</u>	<u>22,028</u>	<u>46,704</u>	47%
Total expenditures	<u>1,072,323</u>	<u>1,478,353</u>	<u>1,304,954</u>	113%
Excess/(deficiency) of revenues over/(under) expenditures	(1,066,142)	(94,515)	(23,922)	395%
Fund balances - beginning	1,828,442	856,815	733,154	
Fund balances - ending	<u>\$ 762,300</u>	<u>\$ 762,300</u>	<u>\$ 709,232</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND EXCHANGE 2014-2 (SERIES 2005)  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date
<b>REVENUES</b>		
Interest & miscellaneous	\$ 6	\$ 65
Total revenues	<u>6</u>	<u>65</u>
<b>EXPENDITURES</b>		
Capital outlay	247,888	781,962
Total expenditures	<u>247,888</u>	<u>781,962</u>
Excess/(deficiency) of revenues over/(under) expenditures	(247,882)	(781,897)
Fund balances - beginning	529,296	1,063,311
Fund balances - ending	<u>\$ 281,414</u>	<u>\$ 281,414</u>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND 2015  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date
<b>REVENUES</b>		
Interest & miscellaneous	\$ 3	\$ 19
Total revenues	3	19
<b>EXPENDITURES</b>		
Capital outlay	-	756
Total expenditures	-	756
Excess/(deficiency) of revenues over/(under) expenditures	3	(737)
Fund balances - beginning	282,580	283,320
Fund balances - ending	\$ 282,583	\$ 282,583

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#2**

**13**



**DRAFT**

**MINUTES OF MEETING  
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**

The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held a Regular Meeting on May 26, 2021 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

**Present were:**

Elliot Miller	Chair
Victoria DiNardo	Vice Chair
Linda Viegas	Assistant Secretary
John Nuzzo	Assistant Secretary
Bill Klug	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Tony Pires	District Counsel
Zach Lombardo	Woodward, Pires & Lombardo, P.A.
Terry Cole	District Engineer
Ron Albeit	The Foundation General Manager
Michael O’Neil	Counsel for The Foundation
Dan Frechette	Fiddler’s Creek Security
Scott Smith	Juniper Landscaping
Mark Grimes	GulfScapes Landscape Management Services (GulfScapes)
Mike Barrow	GulfScapes
Chuck Tentley	GulfScapes
Shannon Benedetti	Resident/Landscape Committee Member
Judy Tibbs	Resident
Margie Cardillo	Resident
Ray Magill	Resident
Maura Magill	Resident
Bill Parenteau	Resident
Joan Smith	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 10:00 a.m. All Supervisors were present.

43 **SECOND ORDER OF BUSINESS****Public Comments: Non-Agenda Items**

44

45 There being no public comments, the next item followed.

46 ■ **Engineer's Report: *Hole Montes, Inc.***47 **This item, previously the Eleventh Order of Business, was presented out of order.**

48 Mr. Cole reported the following:

49 ➤ Lake erosion punch list repairs at Lake 88 were completed and Phase 4 was completed.

50 Some funds were allocated for Fiscal Year 2022 but everything in the plan was now repaired.

51 \$60,000 was in the Fiscal Year 2021 budget and \$30,000 was proposed for Fiscal Year 2022.

52 ➤ A chemical spill occurred on Museo Drive and repairs to the asphalt were completed. A  
53 sidewalk damaged by tree roots was also being replaced near Museo Drive and Tesoro Lane.54 ➤ Three separate repairs on Corfu Court were pending; the County is working with Waste  
55 Management (WM) who is responsible for the largest repair and agreed to pay to have the  
56 damage repaired. Repairs for CDD #2 and the HOA were being coordinated with Collier Paving.57 Mr. Pires would send a letter to the County Manager following successful completion of  
58 the repair work to thank County Staff for addressing the issue. Mr. Miller felt that, over the  
59 years, WM has been very responsible whenever an issue arose and asked for that to be  
60 included in the letter.61 ➤ The irrigation contractor, Aqua-Matic Irrigation Systems, Inc. (AIS), was performing  
62 repairs to valves related to the pumphouses. Mr. Adams would discuss budgeting for future  
63 pumphouse replacement.64 ➤ Milling and paving of Club Center Boulevard was underway, representing the  
65 completion of milling and paving repairs for Fiscal Year 2021. Additional milling and repaving  
66 would be needed in CDD #2, as the roads are 20 to 25 years old. A proposal would be  
67 developed at the appropriate time.

68

69 **THIRD ORDER OF BUSINESS****Consideration of Woodward, Pires &  
Lombardo, P.A., Proposed Revised Billing  
Rates, Fees, Expenses and Charges  
Beginning October 1, 2021**

70

71

72

73 Mr. Pires presented the Woodward, Pires & Lombardo, P.A., Proposed Revised Billing  
74 Rates, Fees, Expenses and Charges Beginning October 1, 2021. He stated that the rates had not  
75 increased since he began representing the District many years ago and the proposed rates are  
76 below the rates charged to other Districts. Mr. Adams stated he did not believe a budgetary  
77 adjustment would be necessary.

78

79 **On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the**  
80 **Woodward, Pires & Lombardo, P.A., Proposed Revised Billing Rates, Fees,**  
81 **Expenses and Charges Beginning October 1, 2021, was approved.**

82

83

84 ▪ **Consideration of Roadway Facilities Lease Agreement By and Between Callista at**  
85 **Fiddler's Creek Condominium Association, Inc., and Fiddler's Creek Community**  
86 **Development District #2**

87 **This item, previously the Eighth Order of Business, was presented out of order.**

88 Mr. Pires stated his understanding that the streetlight had not been installed and the  
89 curb and valley gutter repairs were not finished. Mr. Cole stated that he needed to meet with  
90 someone from the HOA but has not yet. Mr. Miller asked to what extent the provided draft  
91 differs from agreements executed over the years with other HOAs in CDD #2. Mr. Pires stated  
92 there was a clarification in Paragraph 5 regarding the affirmative obligation for the Lessor to  
93 maintain certain areas and typographical errors were corrected.

94 The following changes were made to the Agreement:

95 Page 3, Paragraph 6: Delete "and to pursue all available legal remedies"

96 Page 5, Paragraph 10: Change "any damages provided by law" to "terminate the Lease"

97 Mr. Cole stated he needed someone from Callista to contact him. Mrs. Adams stated  
98 she would ascertain who the contact is and ask the person to contact Mr. Cole. Mr. Albeit  
99 stated the property management company for Callista is Southwest Properties and Ms. Tina  
100 Miller is the person to contact. Mr. Cole would contact Southwest Properties.

101 ▪ **Staff Reports: District Counsel: *Woodward, Pires and Lombardo, P.A.***

102 **This item, previously Item 17a, was presented out of order.**

103 **I. Update: Letter to Taylor Morrison Regarding Hedge Removal and Berm**

104 Mr. Pires stated he did not recall receiving direction about how to proceed. He thought  
105 Mr. Kimmel would pursue the matter, but he heard nothing further from Taylor Morrison (TM)  
106 or Mr. Kimmel.

107 Mr. Miller asked if TM responded to the CDD's claim for damages, in the form of legal  
108 and engineering fees. Mr. Pires stated TM had not responded. He believed that, in one  
109 response, a request was made for the basis for legal fees but he did not recall a response to the  
110 claim for engineering fees.

111 Mr. Pires discussed options and stated he would review the correspondence and follow  
112 up by asserting the fees are damages owed to the District.

113 Mr. Miller asked if there were any additional comments regarding the Roadway  
114 Facilities Lease Agreement.

115

116 **On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the**  
117 **Roadway Facilities Lease Agreement By and Between Callista at Fiddler's Creek**  
118 **Condominium Association, Inc., and Fiddler's Creek Community Development**  
119 **District #2, subject to the District Engineer's certification that work was**  
120 **completed, was approved.**

121

122

123 **II. Update: Amaranda Landscape Maintenance**

124 Mr. Pires stated that a response from the Management Company was pending.

125 Mrs. Adams stated the executed Agreement was returned and forwarded to the Board  
126 Members this morning. Ms. Viegas voiced her opinion that the area was still not being  
127 maintained. She stated that, after the meeting, she would discuss the issue with Mr. Grimes, of  
128 GulfScapes Landscape Management Services (GulfScapes), who was in attendance.

129 **III. Update: Halvorsen Traffic Signal Contribution Discussion**

130 Mr. Pires stated he would speak with Mr. Parisi regarding scheduling a meeting with  
131 Halvorsen. Mr. Miller noted that installation of the traffic light is a long way off but he would  
132 like to know that Halvorsen will contribute the funds in advance, rather than reimbursing CDD  
133 #2 for the expense.

134 Mr. Pires stated the Legislative Session concluded and he would monitor the bills related  
135 to CDDs. One bill that may affect CDDs pertains to how internet based public notices can be  
136 published. He would present the information to the Board if it is signed into law.

137 ▪ **Consideration of Woodward, Pires & Lombardo, P.A., Proposed Revised Billing Rates,  
138 Fees, Expenses and Charges Beginning October 1, 2021**

139 **Discussion of this item, the Third Order of Business, resumed.**

140 The following change was made to the Woodward, Pires & Lombardo, P.A., Proposed  
141 Revised Billing Rates, Fees, Expenses and Charges Beginning October 1, 2021, which was  
142 approved during the Third Order of Business:

143 Last Sentence: Change "issued" to "issue"  
144

145 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-03,  
146 Approving a Proposed Budget for Fiscal  
147 Year 2021/2022 and Setting a Public  
148 Hearing Thereon Pursuant to Florida Law;  
149 Addressing Transmittal, Posting and  
150 Publication Requirements; Addressing  
151 Severability; and Providing an Effective  
152 Date**

153  
154 Mr. Adams presented Resolution 2021-03. He explained the annual budget preparation,  
155 deliberation, public hearing and adoption process. Between now and the budget public hearing,  
156 the budget and funding levels could be revised.

157

158 **On MOTION by Mr. Klug and seconded by Ms. Viegas, with all in favor,  
159 Resolution 2021-03, Approving a Proposed Budget for Fiscal Year 2021/2022  
160 and Setting a Public Hearing Thereon Pursuant to Florida Law for August 25,  
161 2021 at 10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center  
162 Boulevard, Naples, Florida 34114; Addressing Transmittal, Posting and  
163 Publication Requirements; Addressing Severability; and Providing an Effective  
164 Date, was adopted.**

165

166

167 Mr. Adams reviewed the proposed Fiscal Year 2022 budget and responded to questions  
168 regarding line item increases, decreases and adjustments, compared to the Fiscal Year 2021  
169 budget, and explained the reasons for any adjustments.

170 Mr. Miller asked how many property owners pay their assessments early and if the  
171 discount property owners receive for paying early is calculated into the budget. Mr. Adams  
172 stated the majority of the property owners take advantage of the discount, which is factored  
173 into the budget, as shown on the "Allowable discounts (4%)" line item on Page 1.

174 Mr. Miller asked about the high increase in the "Assessment levy-gross" line item, on  
175 Page 1. Mr. Adams stated that the increase was due to the increases in expenditures, that must  
176 be offset, including irrigation repairs, pumphouse repairs, and CDD #2's anticipated  
177 contribution to the traffic light.

178 Ms. Viegas recalled that, in Mr. Cole's January 2021 presentation, the CDD #2  
179 contribution for the traffic light was \$350,000, before the Halvorsen contribution and the  
180 remaining bond portion. She questioned why the entire \$350,000 was budgeted, if the net  
181 amount CDD #2 will need to pay is \$35,000. Mr. Cole stated, in January he discussed the need  
182 for the CDD to fund the traffic light, up front, and have the expense reimbursed; the budget  
183 figure represented a worst-case scenario. After reimbursement from Halvorsen and use of bond  
184 funds to pay for design and permitting, the net amount to be paid by CDD #2 should be  
185 \$35,000.

186 Mr. Miller asked where the Halvorsen contributions were reflected. Mr. Adams stated  
187 the Halvorsen contribution would not be reflected until it is received. He noted that the CDD  
188 would have to pay its portion of the costs for the traffic light up front. Mr. Miller asked if the  
189 Halvorsen contribution would be considered as receivables, given that they were an obligation  
190 under the contract. Mr. Adams stated he would research whether that was in accord with  
191 governmental accounting methods.

192 Mr. Adams stated another strategy would be to utilize surplus fund balance to pay the  
193 upfront expense, in anticipation of the reimbursement from Halvorsen. Mr. Miller stated he  
194 was hopeful that Halvorsen would agree to pay the CDD up front, as a matter of good faith. Mr.  
195 Pires stated he would present it that way.

196 Ms. Viegas asked why funds were not taken out of the remaining \$115,000 in the bond  
197 fund, rather than from the General Fund budget, which would increase assessments.

198 Mr. Cole stated his summary showed the total costs of \$865,000, less the \$115,000  
199 presently in the bond fund, which still leaves \$750,000 for construction. Part of the  
200 assumptions include the 7-Eleven and Collier County portions, which have not been reimbursed  
201 yet. From a cash flow perspective, \$700,000 for the project would be needed up front,  
202 equating to \$350,000 from CDD #1 and \$350,000 CDD #2, in order to facilitate the contract for  
203 the signal. Reimbursements would be received from Halvorsen, the County and 7-Eleven.

204 Ms. Viegas asked if the \$300,000 line of credit the Board is pursuing could be utilized for  
205 the upfront payment to avoid assessing residents for a cash flow problem. Mr. Cole stated  
206 obtaining a line of credit was a Board and District Manager decision. He noted that some  
207 portion of the assessment increase was related to funding irrigation and the pumphouses.

208 Mr. Adams stated the District's healthy Fund balance could be used to offset the  
209 proposed assessment increase and obtaining a line of credit was underway to help bridge the  
210 gap between the required upfront payment and receipt of the contribution from Halvorsen.

211 Mr. Miller and Ms. Viegas stated they wanted to avoid an assessment increase. Mr.  
212 Adams stated he would implement that strategy.

213 Mr. Adams responded to budget-related questions as follows:

214 ➤ The "Arbitrage rebate calculation" is a separate line item because it is not done by the  
215 District Manager.

216 ➤ "Field management services" represents operational services performed by District  
217 Management.

218 ➤ 3.5% of the gross levy is expensed as follows: 1.5% to the Property Appraiser; 2% to the  
219 Tax Collector.

220 Mr. Miller asked how much it would cost to increase the general liability insurance limit  
221 for Directors & Officers (D&O) coverage. Mr. Adams stated the payment premium for \$5 million  
222 in D&O coverage with the same deductible would be \$11,750, compared to the current \$8,000  
223 premium, with the same insurance provider. The consensus was to increase the D&O coverage

224 to \$5 million, subject to the deductibles and premium costs being correct. Mr. Adams stated he  
225 would secure the increased D&O insurance coverage.

226 Ms. DiNardo expressed her opinion that the "Roadway services" line item amount  
227 should be increased. Mrs. Adams had stated a separate line item should be added for  
228 sidewalks, curbs, and gutter repairs and Callista Mar Way would also require repairs. Mrs.  
229 Adams stated the Financial Highlights Report showed that "Roadway maintenance" included  
230 sidewalk, curb and gutter repairs that totaled \$67,000 through April, as well as \$44,000 for the  
231 pressure cleaning contract with The Foundation, and \$5,100 for catch basin cleaning. Mr. Cole  
232 stated a significant amount of miscellaneous repairs were completed in Fiscal Year 2021. He  
233 recommended budgeting \$50,000 for sidewalk and curb repairs for Fiscal Year 2022.

234 Mr. Cole noted that the \$350,000 for "Roadway maintenance" was for the traffic signal  
235 funding; therefore, he recommended renaming that line item "Traffic signal funding" and  
236 adding a \$50,000 "Roadway maintenance" line item. Mr. Cole stated there should be no need  
237 for repairs in Callista in Fiscal Year 2022 because the District will not accept the road until the  
238 streetlight is installed and all repairs have been made.

239 Ms. Viegas asked why "Water management-other contractual" decreased so much. Mr.  
240 Adams stated it was because there was a reduction in lake bank repairs. Ms. Viegas asked why  
241 the "Electricity" line item decreased so much. Mr. Adams stated that it was the result of the  
242 cost savings realized from the conversion to LED lights a year ago.

243

244 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-04,  
Designating Dates, Times and Locations for  
Regular Meetings of the Board of  
Supervisors of the District for Fiscal Year  
2021/2022 and Providing for an Effective  
Date**

250

251 Mr. Adams presented Resolution 2021-04. He stated that CDD #1 cancelled its  
252 November meeting, as there is a very short time between the October and November meetings  
253 because the November meeting would be held two weeks earlier due to Thanksgiving.

254 The consensus was to keep the proposed Fiscal Year 2022 Meeting Schedule as is,  
255 including the November meeting.



256 **On MOTION by Ms. DiNardo and seconded by Mr. Klug, with all in favor,**  
257 **Resolution 2021-04, Designating Dates, Times and Locations for Regular**  
258 **Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022**  
259 **and Providing for an Effective Date, was adopted.**

260  
261  
262 **SIXTH ORDER OF BUSINESS**

**Continued Discussion: Aviamar Entry  
Landscape Renovation**

263  
264  
265 • **Consideration of Design Plans**

266 Resident and Landscape Committee Member Shannon Benedetti stated two groups are  
267 focusing on the Aviamar entrance. She discussed the following:

268 ➤ Mr. Scott Smith, of Juniper Landscaping (Juniper) would present a redesign.

269 ➤ Mr. Mike Barrow, of GulfScapes was performing the maintenance. He completed a  
270 walkthrough of the property and would present maintenance modifications that would not be  
271 costly. Consideration of how big the space is and addressing small plants behind big plants is  
272 necessary.

273 ➤ A long-term plan would be developed to complete the work in phases to help with  
274 budgeting, as follows:

275 ✓ Phase I: Front Entrance at Sandpiper

276 ✓ Phase II: Fountain Area

277 ✓ Phase III: Middle Area

278 ➤ The design would add more grass and smaller landscape beds to reduce long-term  
279 landscape maintenance costs. Annuals are included but more perennials would be included for  
280 budgetary purposes; annuals may be reserved for the front area. Some resident feedback was  
281 critical of the maintenance and aesthetics. Many residents liked the bougainvillea, but it is not  
282 thriving. One resident felt that the multiple plantings looked like a landscape nursery due to all  
283 the plantings.

284 Mr. Miller asked if the fountain would be the focus of the design. Ms. Viegas stated the  
285 fountain could not be seen from any angle due to the monument sign, the distance from the  
286 road, and the height of the fountain jets. Ms. Benedetti stated the clusias behind the  
287 monument sign would be lowered but the fountain would still not be the focus.

288 Mr. Smith discussed the design plans and stated the phases could be delineated  
289 differently, as reflected on the design. Mr. Miller asked if the aesthetic and the annual  
290 maintenance were both considered in the design. Mr. Smith replied affirmatively.

291 Mr. Klug asked if the plan had an alternative to the grassy areas. Mr. Smith stated that  
292 hardscape, which has a higher upfront cost but lower maintenance costs, could be incorporated  
293 into the design; however, hardscape could "invite" people to walk through the area.  
294 Discouraging walkers in the area, aesthetics and maintenance were discussed. Mr. Klug  
295 expressed his concern that large areas of grass could have dry areas and a negative visual  
296 effect. Groundcover plantings were discussed. Mr. Smith stated perennial peanut would require  
297 frequent weeding at a higher cost per square foot than sod.

298 Ms. Viegas voiced her opinion, as follows:

- 299 ➤ In the new design, only 95 plantings remained.
- 300 ➤ This plan was much more than a modification and does not reflect what was discussed  
301 at the walkthrough.
- 302 ➤ She submitted a list of questions for clarification regarding design. The questions were  
303 circulated to the Board Members.
- 304 ➤ Ms. Benedetti did a good job communicating with residents; therefore, Ms. Viegas felt  
305 that the Landscape Committee was the appropriate group to consult with rather than directly  
306 with residents.

307 Ms. Benedetti stated that residents expressed dissatisfaction with the aesthetic  
308 appearance of the entrance, which they believe contributes to their property values and curb  
309 appeal. She stated the new design was intended to beautify the areas over the long term and to  
310 facilitate maintenance of ground cover.

311 Mr. Miller asked for a consensus regarding installing hardscape. Following a brief  
312 discussion regarding vegetation losses, the visual effect, and the issue of Design Review  
313 Committee (DRC) approval, the consensus was not to install any hardscape.

314 Ms. Viegas noted that Mr. Smith previously stated it was 70% a maintenance issue and  
315 only a 30% design issue. A complete redesign was not requested. Mr. Miller felt that both  
316 installation and maintenance costs must be considered. Ms. Viegas stated that plants are being

317 replaced with the same type of plant in many areas. Ms. DiNardo noted that a significant  
318 amount of money was already spent in this area. She felt that any change would need to be  
319 cost-effective and focus on plants that would thrive.

320 Mr. Smith stated that, while modification versus a complete redesign was discussed,  
321 adding new plants would cause the old plants to look poor in comparison, so they would then  
322 need to be replaced. His plan represented what the finished product could look like. He  
323 believed there were some maintenance issues that may resolve themselves and once they are  
324 resolved, he could rework the design.

325 Mr. Miller expressed his opinion that the design should be based on the assumption  
326 that plants would be maintained properly. Mr. Smith agreed and stated that soil related issues,  
327 plant selection and maintenance issues could be addressed and resolved before changing the  
328 plants.

329 Ms. Benedetti stated this was a preliminary design and a final decision was not expected  
330 today. She realized that this is an ongoing issue and she was working with GulfScapes to  
331 address the maintenance component. She stated the design would be presented in sections for  
332 Board consideration and budgeting, in cooperation with Ms. Viegas.

333 Mr. Miller asked Mr. Grimes if he had maintenance concerns with the new design.

334 Mr. Grimes stated, while he agreed there were some maintenance issues related to  
335 trimming heights and the original design, he respectfully disagreed with the earlier comment  
336 that 70% of the issues were related to maintenance. He felt that most of the maintenance  
337 issues were related to the plant materials originally installed. Mr. Grimes stated, while duranta  
338 and hybrid bougainvillea work well in some environments, the island areas have high winds,  
339 which can be an issue, and duranta, which is no longer planted, requires monthly whitefly  
340 treatment. He stated the choices and quantities of plants with insect issues and low airflow  
341 create a difficult problem.

342 Mr. Miller believed that Mr. Grimes' input should be considered, with regard to the  
343 design. He asked for Mr. Grimes, Mr. Smith, Ms. Benedetti and Ms. Viegas to provide a proposal  
344 at the next meeting.

345 Mr. Grimes voiced his opinion that he did not see any major issues with the general  
346 concept presented, as it would open up the visual of that entrance, making it appear bigger and  
347 more open. He stated that grass is cheaper to maintain than plants so it would not change the  
348 maintenance contract. He agreed that annuals would be nice at the tip of the island, to match  
349 Oyster Harbor across the street.

350

351 **SEVENTH ORDER OF BUSINESS**

**Discussion: Landscape Tour by Ms. Benedetti and Mr. Barrow**

352

353

354 This item was presented in conjunction with the Sixth Order of Business.

355

356 **EIGHTH ORDER OF BUSINESS**

**Consideration of Roadway Facilities Lease Agreement By and Between Callista at Fiddler’s Creek Condominium Association, Inc., and Fiddler’s Creek Community Development District #2**

357

358

359

360

361

362 This item was presented following the Third Order of Business.

363

364 **NINTH ORDER OF BUSINESS**

**Health, Safety and Environment Report**

365

366 Mr. O’Neil stated that Mr. Willis resigned and was no longer employed by The  
367 Foundation. Mr. Todd Lux, who was not present today, would assume the maintenance  
368 responsibilities and, in the future, he would present a report detailing irrigation and pressure  
369 washing efforts. Mr. Dan Frechette, who has been on staff for some time, would assume  
370 responsibilities of the security and safety component.

371 Mr. Frechette reviewed the monthly PowerPoint report. He noted that nearly all  
372 numbers declined due to a lower population compared to the previous month. Mr. Miller  
373 requested the total number of units occupied. Mr. Frechette stated he would obtain that  
374 information.

375 Ms. Viegas requested an update on the vendor Radio Frequency Identification (RFID)  
376 sticker program. Mr. Frechette stated when the Sandpiper gate is open, resident entry would

377 be strictly via RFID stickers and the guest pass system. It was hoped that the vendor RFID sticker  
378 program would be operational in July.

379 Resident Judy Tibbs stated her RFID sticker does not work. Mr. Frechette stated he  
380 would assist her following the meeting.

381

382 **TENTH ORDER OF BUSINESS**

**Developer's Report/Update**

383

384 Mr. O'Neil had nothing to report. He responded to questions, as follows:

385 ➤ Regarding the Sandpiper gatehouse opening, some County inspections were still needed  
386 before it can open. The County was expected to inspect within the next few days. He  
387 estimated that the gatehouse would open during the first week in June.

388 Ms. Viegas asked if Mr. O'Neil was aware of the issue with the undeveloped land in  
389 Amaranda that Mr. Parisi was looking into. Mr. O'Neil stated he was not aware of the issue and  
390 would wait until Mr. Parisi attends a meeting.

391

392 **ELEVENTH ORDER OF BUSINESS**

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

393

394 This item was presented following the Second Order of Business.

395 • **Status of Sandpiper Gatehouse Opening and Completion of Construction Roads**

396 This portion of the report was presented during the Tenth Order of Business.

397

398 **TWELFTH ORDER OF BUSINESS**

**Continued Discussion: Taylor Morrison  
Agreement with Homeowners to Install  
Pipe and Swale in Correct Location if Ficus  
Hedges are Removed**

399

400

401

402

403 This item was presented during Mr. Pires' Staff Report following the Third Order of  
404 Business.

405

406 **THIRTEENTH ORDER OF BUSINESS**

**Continued Discussion: Status of Line of  
Credit for Impending Hurricane Season**

407

408

409 Mr. Adams stated he spoke with Iberia Bank and Synovus Bank. He hoped to have some  
410 information at the next meeting. Both banks are familiar with government entities and Synovus  
411 Bank has a specific department for government lending. He expected to receive term letters  
412 within the coming weeks. A \$500,000 credit line was requested.

413

414 **FOURTEENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
415 **Statements as of April 30, 2021**

416

417 Mrs. Adams distributed the Financial Highlights Report.

418 Ms. Viegas asked why the "Street lighting" category line items, on Page 2, were under  
419 budget by so much. She understood that "Electricity" was down due to the LED conversion but  
420 questioned why the other items were under budget. Mrs. Adams stated she would follow up  
421 and look at the detail.

422 Ms. Viegas asked if Mr. Benson provided Mr. Adams with an update on the bond issues.  
423 Mr. Miller wanted to know if any of the bonds have call dates that would allow refinancing  
424 now. Mr. Adams stated he would follow up. The consensus was there were no upcoming call  
425 dates but the possibility of refinancing the bonds was worth checking. The financials were  
426 accepted.

427

428 **FIFTEENTH ORDER OF BUSINESS** **Approval of April 28, 2021 Regular Meeting**  
429 **Minutes**

430

431 Mrs. Adams presented the April 28, 2021 Regular Meeting Minutes. The following  
432 changes were made:

433 Line 116: Insert "by Mr. Miller" after "noted"

434 Line 151: Insert "Ms. Viegas" after "distributed"

435 Mr. Miller referred to Line 189 and requested that the Board Members' names be  
436 specified on Line 189, and for the specific details of what each Board Member said to be added  
437 to the April 28, 2021 meeting minutes.

438 Mr. Miller voiced his opinion that specificity is important in the meeting minutes and  
439 requested more detailed meeting minutes. He recalled that meeting minutes were successfully

440 used in prior litigation; therefore, he felt that the meeting minutes should be the basis for  
441 opposition in any lawsuit. He specifically wanted Mr. Kimmel's points at the April 28, 2021  
442 meeting added to the minutes.

443 Mr. Adams noted that, in the event of a significant issue or legal matter, the meeting  
444 audios are always available. Mr. Miller recalled that meeting minutes were used in bond  
445 litigation for deposition and cross examination; therefore, he wants the meeting minutes to  
446 reflect the details of what is said. He stressed his opinion that it is particularly important  
447 regarding Mr. Kimmel's comments.

448 Mrs. Adams requested that all speakers state their name when they speak. The  
449 consensus was that Mr. Miller would continue to identify each speaker by name.

450 Line 189: Change "Several Board Members" to "Mr. Klug, Ms. DiNardo, Mr. Nuzzo and  
451 Ms. Viegas" and insert the details of what was said.

452 Lines 188 through 190: Transcription would re-transcribe to include all conversation  
453 involving Ms. Joan Smith and add all Board Members' comments and opinions.

454 Mr. Miller referred to Line 299 and stated that, when Mr. Kimmel raised the issue about  
455 engaging a lawyer and going to the media, he (Mr. Miller) specifically stated that the issues  
456 concerned the survey and the title company and those were not CDD issues, and Mr. Kimmel  
457 should deal with those himself.

458 Lines 291 through 311: Transcription would re-transcribe to include all conversations  
459 involving Mr. Kimmel, including all Board Member comments and statements.

460 Line 319: Change "Regarding" to "Ms. DiNardo asked why"

461 Ms. DiNardo wanted the Supervisors' observations regarding maintenance to be  
462 specifically included in the meeting minutes for purposes of follow up.

463

464 **On MOTION by Mr. Klug and seconded by Ms. Viegas, with all in favor, the**  
465 **April 28, 2021 Regular Meeting Minutes, as amended, were approved.**

466

467

468 **SIXTEENTH ORDER OF BUSINESS**

**Public Comments**

469

470 There being no public comments, the next item followed.

471 **SEVENTEENTH ORDER OF BUSINESS** **Staff Reports**

472

473 **A. District Counsel: *Woodward, Pires and Lombardo, P.A.***474 **I. Update: Letter to Taylor Morrison Regarding Hedge Removal and Berm**475 **II. Update: Amaranda Landscape Maintenance**476 **III. Update: Halvorsen Traffic Signal Contribution Discussion**

477 These items were presented following the Second Order of Business.

478 **B. District Manager: *Wrathell, Hunt and Associates, LLC***479 **• NEXT MEETING DATE: June 23, 2021 at 10:00 A.M.**480 **○ QUORUM CHECK**

481 The next meeting will be held on June 23, 2021 at 10:00 a.m.

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

483 In the interest of time, the Operations Manager's Report was not given.

484

485 **EIGHTEENTH ORDER OF BUSINESS** **Supervisors' Requests**

486

487 Mr. Klug expressed his opinion that the utility box on Sandpiper Drive is an eyesore. Ms.

488 Viegas stated that Ms. Smith was supposed to contact Florida Power &amp; Light (FPL) to replace it.

489 Ms. Viegas agreed with Mr. Klug's opinion that box looks terrible due to rust and corrosion.

490 Mrs. Adams stated the boxes would be reported to the appropriate utility.

491 Mr. Klug stated the pad around the newly installed bench on Sandpiper is not wide

492 enough to allow a person in a wheelchair to get around to sit on the bench. He noted that other

493 benches that look out on the ponds have a much wider pad. He suggested widening the pad for

494 better accessibility. Mrs. Adams stated she would follow up with Mr. Cole.

495 Mr. Klug stated the new bench installed in Museo is not anchored to the pad but all the

496 other benches are anchored. Mrs. Adams stated she would follow up with LandCare.

497 Mr. Klug asked when the temporary pedestrian crosswalk sign at the intersection of

498 Campanile and Museo will be replaced with a permanent sign. Mrs. Adams stated she would

499 follow up with Mr. Cole.

500 Ms. DiNardo thanked Mrs. Adams for addressing the Veneta fountain issue.



501            Mr. Miller stated the Veneta fountain sprinklers were running on Fridays; however, it  
502 was his understanding that the County does not allow irrigating on Fridays. Mr. Adams stated  
503 the timers are probably set incorrectly. He would follow up regarding the issue.

504

505 **NINETEENTH ORDER OF BUSINESS**

**Adjournment**

506

507            There being no further business to discuss, the meeting adjourned at 11:55 a.m.

508

509

510

511

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

512

513

514

515

516

517 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_ Chair/Vice Chair

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#2**

**15B**

**FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2****BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE****LOCATION***Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 28, 2020</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
Join Zoom Meeting: <a href="https://us02web.zoom.us/j/83570938418">https://us02web.zoom.us/j/83570938418</a> Meeting ID: 835 7093 8418 Dial by Location: 1-929-205-6099 Meeting ID: 835 7093 8418		
<b>November 11, 2020*</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>December 9, 2020*</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>January 27, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>February 24, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>March 24, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>April 28, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>May 26, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>June 23, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>July 28, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>August 25, 2021</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>10:00 AM</b>
<b>September 22, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>

**\*Exceptions***November meeting date is two weeks earlier to accommodate Thanksgiving Holiday**December meeting date is two weeks earlier to accommodate Christmas Holiday*

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#2**

**15C**