

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

**REGULAR MEETING**  
**AGENDA**

**October 28, 2009**

# Fiddler's Creek Community Development District #2

6131 Lyons Road, Suite 100 • Coconut Creek, Florida 33073

Phone: (954) 426-2105 • Fax: (954) 426-2147 • Toll-free: (877) 276-0889

October 23, 2009

**Fiddler's Creek CDD #1 will be meeting at 8:00 a.m., where there will be discussion regarding Agenda Item #2; as such, CDD #2 Board Members are encouraged to attend.**

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 **Wednesday, October 28, 2009 at 9:00 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. Discussion/Consideration: Gate Traffic Issue, Interlocal Relationship/Decision Making Between CDDs
  - Executive Summary
3. Update: Foreclosure Action
4. Consideration of Award of Contract: Landscape Maintenance
5. Consideration of Award of Contract: Lake & Wetland Maintenance
6. Consideration of Award of Contract: Access Control Services
7. Approval of **September 23, 2009** Regular Meeting Minutes
8. Other Business
9. Staff Reports
  - a. Attorney
  - b. Engineer
  - c. Manager
    - i. Unaudited Financial Statements as of September 30, 2009
    - ii. Fiscal Year 2010 Meeting Schedule

- **NEXT MEETING DATE**
  - **November 18, 2009 at 8:30 A.M. (Landowners' Election)**
  - **November 18, 2009 at 9:00 A.M. (Regular Meeting)**

d. Operations Manager

10. Audience Comments/Supervisors' Requests

11. 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

<p>For Board Members and Staff unable to attend in person, a toll-free, call-in number of <b>1-888-354-0094</b> has been established.</p> <p>Please input the conference ID of <b>8593810#</b>. You will be placed on hold until the moderator calls in and all parties are joined on the same line.</p>
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CA:dg

10/23/09

## EXECUTIVE SUMMARY

### Fiddler's Creek Community Development Districts #1 and #2

#### Traffic Entry Management

##### **Background**

The Fiddler's Creek Community currently has two (2) Community Development Districts (CDDs) overlying specific portions of the community. They share a common boundary and each owns and operates infrastructure systems that, though they are separate and distinct systems within their respective boundaries, have been designed and constructed as a part of much larger infrastructure systems that support and benefit the entire Fiddler's Creek Community. Two (2) such infrastructure systems, the Irrigation Supply and Access Control programs (gate houses and roving patrol), were specifically recognized to be of a joint benefit between the two (2) CDDs and, as a result, were the subject of an inter-local agreement, between the two (2) CDDs, entered into in October 2007 and, subsequently, restated in 2009. The primary purpose of the agreement was to ensure a fair and equitable cost-sharing of these services between the two (2) CDDs and their property owners.

Currently, there are three (3) entry points into the community. Two (2), Fiddler's Creek Parkway (a/k/a the Main Gatehouse) and Championship Drive Gatehouse, are within the boundaries of CDD #1. The newest entry point, at Sandpiper Drive and US 41, is within the boundaries of CDD #2. The Fiddler's Creek Parkway and Sandpiper Drive entry points are connected to four (4)-lane roadway systems (2 lanes of ingress and 2 lanes of egress) and, though the Championship Drive entry point was originally anticipated to be a four (4) lane roadway (as easily noted by observing the open green space to the south of the existing improved roadway), it has been constructed with only two lanes and with no current future plans to expand to the originally planned four (4) lanes.

Currently, the entry points are operated in the following fashion; the Main entry point is manned 24/7 and Championship and Sandpiper entry points are manned Monday – Saturday, 6:00 a.m., to 6:00 p.m. Additionally, after hours, both the Championship and Sandpiper entry points may be accessed automatically, by credential (clickers/bar code/bar code passes) and may be accessed by non credential through a remote communication and verification system with personnel at the Main entry point.

During the budget preparation and adoption process for Fiscal Year 2010 (budget year running 10/1/09 through 9/30/10) both CDD Boards agreed that, based upon the current economy and thus, reduction in construction activity/traffic, they wanted to "unman" either the Championship or Sandpiper entry point in an effort to save the community \$80K. Their adopted budgets include this reduction, which equates to a reduction in the per-unit annual assessment of approximately \$28. The issue at hand is that the CDDs have not been able to agree on which gate should be unmanned.

### **Current Entry Point Usage**

Main Entry Point- Currently, the Main entry point generally provides access to residents, guests, golfers, official business (i.e., government, utilities, etc.) and package deliveries.

Championship Entry Point- Currently, the Championship entry point, generally, provides access to those provided for at the Main entry point as well as employees, daily service providers (ie. pool services, landscapers, etc.) and large deliveries. (Includes box trucks/tractor trailers, or the like, making deliveries to existing homes or food service deliveries to the Club and Spa or Rookery).

Sandpiper Entry Point- Currently, the Sandpiper entry point generally provides access to all of those listed for at the Main entry point and Championship entry point, as well as Construction Vehicles and Equipment. Section 5 of the District's Post Orders define Construction Vehicles and Equipment as "tractors, dump trucks, dumpster delivery vehicles, cement trucks, asphalt trucks, tractors/trailers including 'low boys', flatbed trucks, glass trucks, boom trucks, bucket trucks (cherry pickers), front end loaders, bull dozers, back hoes, bobcats, caterpillars, and other similar vehicles and motorized equipment".

### **Current Traffic Flow Concerns**

Since construction, and up until a couple of years ago, the Championship entry point has been used as the point where all commercial and daily service traffic would enter into the community. With the opening of the Sandpiper entry point, first as a private "commercial traffic only" entry point and more recently, as a public "all access entry point", all of the commercial traffic has been redirected and some of the daily service traffic, previously received at the Championship entry point, has naturally migrated to the Sandpiper entry point. This location provides some convenience to those entering into the community from the north and whose final destination may be closer to this entry point.

Those living within close proximity to the Championship entry point voiced concerns about noise and safety, related to the volume and type of traffic entering into the community from this location. The attached traffic statistics, for the Championship entry point, appear to support the concerns regarding the volume of traffic at this location being out of proportion with the number of homes in close proximity and thus final destination points. This fact tends to indicate that there are a large number of vehicles utilizing Championship Drive and/or Mulberry Drive as a means to get to the Fiddler's Creek Parkway and then onto their final destinations. Mulberry Drive is designed as a local neighborhood road and is not intended to carry excessive amounts of "thru traffic". Championship Drive, though originally planned to be a four (4)-lane arterial road and thus better planned, engineered and constructed for thru traffic, is currently constructed as a two (2)-lane road; therefore, traffic carrying capacity is rather limited.

### **Options**

The goal, in reviewing alternative options, is to identify a traffic entry plan that is safe, effective and efficient, while also minimizing user inconvenience and negative affects to local neighborhoods and the community as a whole. The options must take into consideration current budget constraints (the Boards have adopted a budget that only allows for manning either Championship or Sandpiper entry points).

- 1) Unman Championship, man Sandpiper and open up the Main entry point to all traffic types. This would allow for the use of the Main entry point for daily service and commercial traffic. Implementation of this option should effectively relocate what is currently thru traffic, at Championship and Mulberry Drive, directly onto the CDDs arterial four (4)-lane road system. The option includes an entry point into each CDD and on opposite ends of the community. Additionally, this will allow the user to determine which entry point (either the Main entry or Sandpiper entry) is of greater convenience to them. Assuming a major factor in their determination is travel time, one tends to believe that the user will use the entry point that is closer to their final destination and thus, reduce travel within the community.

*Potential Negatives*

As the main gate is the “front door” to the community, the negative affects include the likeliness for long lines and delays, inconvenience and frustration and an all-around bad first impression of the community. The additional traffic volume would also serve to disrupt the guard’s ability to properly greet visitors and administer incoming calls. Though this option is initially viewed as being budget neutral, the amount of additional activity and thus, disruption to already programmed guard duties, at the main entry point, will likely require an additional guard for at least the first part of the day, Monday through Saturday.

- 2) Unman both Championship and Sandpiper entry points. Allow all credentialed daily service traffic, with the exception of large daily service traffic (landscapers) and employees which will only be allowed access through the Sandpiper entry, to utilize the entry point that they deem most convenient and based upon the philosophy as outlined in Option 1.

*Potential Negatives*

This option would require all non-credentialed traffic, including commercial traffic, to either enter through the Main entry point or gain entry through the remote entry system, the negative effects of which are identical to those outlined in Option 1. Under this option, there will be a requirement to add an additional guard to the Main entry to deal exclusively with the remote entry system activity 6:00 a.m., to 6:00 p.m., Monday through Saturday. Therefore, this option is not, as one may initially perceive to be, a budget savings option, but is a budget neutral option as a minimum.

- 3) This option is one built upon compromise. It recognizes the current traffic use types, volume and affects that are being felt at the Championship entry point and especially, based upon historical observation, during the first half of the day. This option includes continuance of all commercial traffic entering through the Sandpiper entry point, as well as redirecting all large daily service providers (landscapers) and employee traffic to the Sandpiper entry point. All other non-credentialed traffic, not already allowed through the main entry point, will also be redirected to the Sandpiper entry point which would be manned, from 6:00 a.m., to 12:00 p.m., Monday through Saturday. Then beginning at 12:00 p.m., the Sandpiper entry point would be unmanned and from 12:00 p.m., to 6:00 p.m., Monday thru Saturday, all of the aforementioned

traffic, not having a credential for automatic entry, would be required to enter at the Championship entry point or be required to utilize the remote entry system at Sandpiper entry point in order to gain entry. Historical observations indicate a significantly reduced volume of non-credentialed traffic during the afternoon hours. Therefore, it is anticipated that there will be significantly lesser negative affects to the local neighborhoods under this option. This option helps to spread the impacts of non-credentialed traffic between these two (2) entry points and further avoid placing the entire burden on one (1) entry point and group of neighborhoods/residents. Additionally, having the Championship entry point, which has been utilized by visitors, utilities, government, delivery people and etc., for years, manned helps to alleviate the volume of remote entry transactions having to be performed through the Main entry point personnel. Other than costs associated with communication and signage of the new gate hours, which are considered to be nominal, this option would be budget neutral.

#### *Potential Negatives*

The primary negatives associated with this option are the communication and, more importantly, the acknowledgement of the gate hours and which gate the non-credentialed traffic should be using at specific times of the day. Expectations are that there will be a short-term surge in remote entry activity and until such time as the non-credentialed traffic becomes familiar with the operating hours.

#### **Additional Consideration**

An additional item of concern is the inconvenience and delays associated with resident access through the Championship entry point. Currently, these delays are exasperated by the volume of traffic entering at this location. This will continue to be an issue, regardless of which traffic entry option, or variation thereof, is chosen by the CDDs, as a certain volume of credentialed and remote access traffic will continue to be processed through this entry. As stated earlier, this entry is currently constructed as a two (2) lane entry point (one (1) ingress and one (1) egress); however, there is room available at this location to consider adding an additional ingress lane/resident-only lane. The addition of this lane will allow the residents to bypass traffic that is awaiting processing, through the visitor lane. It is, however, important to note that, due to available space limitations, the by-pass lane only becomes available if there are fewer than five (5) typically sized vehicles waiting to be processed through the visitor lane.

The District's Engineer reviewed this location, prepared a proposed design and cost estimate for the improvements (see attached). He indicated that he anticipates 30 days to prepare final design plans suitable for submission to the County, 60 days for County review and approval and 30 days for actual construction; a total of 120 days. The project cost is estimated at \$85,000.

The project does qualify, under the existing Engineers Report, for funding from Construction Funds (Bond proceeds); however, due to the current status of the Bonds, it will require formal Bondholders approval in order to be able to access these funds.

### **Provisions of the Inter-local Agreement**

District's Counsel was requested to review the previously noted Inter-local agreement between the CDDs, to clarify certain provisions dealing with the decision-making process between the CDDs, opportunity to amend the agreement and termination of the agreement (see attached memo dated October 14, 2009).

In summary, he has opined that, as the agreement is currently written and reasonably construed, 1) any increase in obligation requires the approval of the affected party; however, any decreases in obligation or allocation thereof, to a party, does not require the affected parties prior approval; 2) any amendments to the existing agreement require the approval of both CDDs, including, but not limited to, inclusion of a "weighted voting" provision; 3) termination of the agreement, by either party, must occur at least 60 days prior to the end of the first day of the Fiscal Year (October 1<sup>st</sup> each year); however, the agreement may be terminated under a breach of agreement provision by the non-breaching CDD.

#### Attachments:

Average Traffic Flow Summary

Post Orders

Engineer's Design/Cost opinion on Championship entry

Counsel's memo on Inter-local Agreement

Current Inter-local Agreement

### Average Traffic Flow Summary

	Main Entry Point		Championship Entry Point		
	Resident	Non- Resident	Resident	Staff	Non- Resident/Staff
<b>*Daily - High Season</b>	978	65	930	100	190
<b>**Daily - Low Season</b>	408	20	435	70	90
<b>Average</b>	693	42	682	85	140
<b>Monthly - High Season</b>	29340	1950	27900	3000	5700
<b>Monthly - Low Season</b>	12240	600	13050	2100	2700
<b><u>Average</u></b>	<u>20790</u>	<u>1275</u>	<u>20475</u>	<u>2550</u>	<u>4200</u>

\*High season April 09'

\*\* Low season October 09'

Note: Statistics provided by the Safety Department

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**POST ORDERS**

**ADOPTED 4/25/07**  
Revised 1/28/09

# Section 1

## INTRODUCTION

Your job as a Safety Officer is of the utmost importance because of the great responsibility it carries. Fiddler's Creek depends on you to enhance the safety and security of its homeowners, club members, employees and visitors and to protect its grounds, buildings and property from destruction by fire, theft or the malicious thoughtless acts of others.

These Post Orders have been prepared to assist you in providing the highest degree of protection and safety possible for Fiddler's Creek. Through a careful reading of this document, you will become acquainted with your site-specific duties and responsibilities. You must diligently follow the policies and procedures listed and make full use of all the information provided.

Furthermore, you must be courteous, patient and respectful to all persons that you come in contact within your area of responsibility. Remember that:

- COURTESY.....  
Earns Respect
- KNOWLEDGE.....  
Gets Results
- PATIENCE.....  
Receives Cooperation
- SERVICE.....  
Increases Good Will

The application of all of the above gets the job well done.

Finally, alertness, security and safety consciousness and a willingness to cooperate to the fullest extent, serve the best interests of you and the residents of Fiddler's Creek.

## Section 2

### PROJECT DESCRIPTION

An understanding of “the big picture” by the individual members of the security force, regardless of their particular assignment, is a key element in the overall success of the organization as a whole.

The information provided below is intended to help facilitate that understanding.

Fiddler’s Creek, which is located in East Naples, is a 3,931-acre private membership Country Club community. Approximately 5,000 homes will be built by the time the property is fully developed.

Facilities include, or will include:

- Three (3) to four (4) championship quality golf courses.
- Sales and Information Center\*
- Golf Pro Shop and Driving Range\*
- The Club & Spa\*
- Golf Clubhouses\*
- Racquet Center\*

*\*Areas equipped with security alarm systems.*

In October 1999, Fiddler’s Creek Foundation, under contract with the Fiddler’s Creek Community Development District #1 (CDD) established a proprietary Safety Department to provide for the security needs of the community. The contract calls for approximately 480 man-hours a week, using a combination of Gatehouse Safety Officers and Road Patrol Safety Officers.

At the top of the security organization is the Director of Safety, followed by Road Patrol Officers. The balance of safety personnel is assigned to Gatehouse Operations.

## Section 3

### EMERGENCY NOTIFICATION PROCEDURES

Fiddler's Creek looks to the Safety Officer for quick responses to, and accurate reporting of, any emergencies that may occur. Emergency response always has priority over normal operational safety requirements.

You are expected to take whatever lawful action is reasonably feasible and within your authority to alleviate the emergency situation and protect persons and property (in that order of importance), to the greatest extent possible.

This includes filing a complete written report, once the incident in question has concluded. A copy of all written reports shall be immediately transmitted to the CDD Manager's office.

**REMEMBER:** It is absolutely imperative that you maintain your composure at all times. Your life and/or the lives of others may very well depend upon your ability to perform as required while under the pressure of an emergency.

### SITE INFORMATION AND KEY POINTS OF CONTACT:

#### **Main Gate**

8150 Fiddler's Creek Parkway  
Naples, FL 34114  
732-7726

#### **Director of Safety**

3470 Club Center Blvd.  
Naples, FL 34114  
732- 7332  
775-0106 FAX

#### **North Gate**

4560 Championship Drive  
Naples, FL 34114  
775-2665

#### **Sandpiper Gate**

719-0250

Emergency number for Police/Fire/Medical Support: 911

In the event of an emergency, when time permits, seek guidance from your immediate supervisor prior to calling for public emergency personnel. To the extent time does not permit and you must call emergency personnel first, you are still required to establish contact with your chain of command as soon as possible thereafter.

## **KEY PERSONNEL:**

### **DIRECTOR OF SAFETY**

MICHAEL CHARBONNEAU

(work) (239) 732-7332 Ext. 214  
(home) (239) 352-9079  
(cell) (239) 253-450  
(pager) (239) 253-7243

### **LIEUTENANT**

DOUGLAS DUPREY

(home) (239) 659-0668  
(cell) (239) 253-4503

### **FOUNDATION GENERAL MANAGER**

RON ALBEIT

(cell) (239) 253-3331

**NOTE: Home and cellular telephone numbers are not to be given to anyone, unless specifically authorized by your immediate supervisor.**

## CONTACT TELEPHONE NUMBERS

CONTACT	TELEPHONE NUMBERS
Cardinal Management (All property related matters, leaks, fire systems etc...)	774-0723
Abuse Registry	800-342-8152
ADT (Alarm Monitoring Company)	800-428-7124
Alligator Extraction (Dave Regel)	571-0163
Cleaning Service (Cleaning & Light Bulbs)-DOUG	398-2050
Collier County Animal Control	530-7387
Collier County Code Enforcement	403-2440
Collier County Sheriff's Office (Marco)	394-5129
Collier County Sheriff's Office (Naples)	793-1844
Common Area Irrigation (Steve Turner)	HM 793 -3215/ CELL 253-4195
Comcast (Mario)	866-363-7204
Diamond Plumbing	253-0481
East Naples Fire Department	774-7111
Embarq (Telephone Repair)	611
Fiddler's Creek Course	530-2818
Fiddler's Creek CDD Managers	OFFICE 498-9020/ CELL 989-2939/ 464-7114 CELL
FL Game & Freshwater Fish Commission	888-404-3922
Florida Highway Patrol	455-3133
Gulf Bay Construction Trailer <i>Emergency Pager</i>	732-9301 264-1232
Information service lines meter sets (George Frank)	707-6421
Installation of gas mains (Randy Smith)	707-8669
Marco Cooling & Refrigeration	394-3195 or 643-3000
Naples Community Hospital	436-5000 (Trauma Center)
Onesource Landscaping- CDD Area Maintenance	633-3845
Physicians Regional Hospital	354-6000
Platinum Property Management	774-5966
Poison Information Center	800-282-3171
Rookery Golf Course	793-6060/ FAX 793-3264
South Florida Water management	597-1505
TECO/Peoples Gas emergency line	877-832-6747
TEM (Gate Repairs, tech support, etc.)	800-777-8912 ext. 1927
The Conservancy (Wildlife Rescue)	262-2273
Time Warner Tech Support (Mario)	866-363-7204
Truly Nolen (Pest Control)	800-847-0543
West Coast Installation (Sliding Doors)	597-2117

**ALARM PROCEDURE:**

In the event of an alarm, a security monitoring company may contact the Main Gate. Officers will promptly respond to all alarm calls and will assist Collier County Sheriff's Office by physically checking the area and ensuring it is secured. This is to be followed up by completing an incident report with your findings.

## Section 4

### **POLICIES AND PROCEDURES**

What follows are selected policies and procedures with which you must be familiar. While you may be involved in the implementation of some of these rules, they are not to be confused with public law. That is to say, while a failure to comply with any of the following regulations may be a breach of established policy, such a violation is not necessarily a criminal offense.

As this has a dramatic effect upon what course of action would be considered legally appropriate under a given set of circumstances, always contact your supervisor for clarification, whenever you have any doubts about the extent of your authority.

### **SPEED LIMIT AND USE OF STREETS**

Posted roadway speeds apply to all vehicles and must be strictly observed by all residents and their guests. Traffic regulations require strict observance of all signs and markings. Watch out for walkers, joggers, skaters and bikers. Use extreme caution when passing golf cart crossings.

The operation of golf carts on roadways is prohibited, except at golf cart crossings. Operators of golf carts are required to stop at all main roadways. Automobiles are to be given the right-of-way; however, they should exercise extreme caution when passing through areas with golf cart crossings.

### **CONSTRUCTION AND MAINTENANCE WORK**

No construction or maintenance work (except emergency repair work) is to commence prior to 6:00am and all work must cease by 6:00pm; Monday through Saturday.

### **SECURITY**

All visitors, guests and tradesmen will be stopped at the gates, following the procedures outlined below. If at any time you are in doubt about any security procedure, contact the Director of Safety.

## Section 5

### POST INSTRUCTIONS

While this section addresses many of the “mechanics” of safety operation at Fiddler’s Creek, be aware that the information furnished herein is intended to be used in conjunction with any other formal directives given to you. Therefore, do not interpret the instructions that follow as being the absolute limit of your duty requirements at Fiddler’s Creek.

Also, understand that the information contained in this section, more so than any other section, is subject to immediate change, as emergency situations may require. Consequently, it is in your own best interest to both stay abreast of changing conditions and ensure that the entire document, particularly this section, is kept current.

Finally, do not hesitate to contact your supervisor for clarification, if you ever have any questions regarding this material.

### GATEHOUSE OPERATIONS

Hours of “manned” operation are as follows:

Fiddler’s Creek Parkway Gate	24 hours a day/7 days a week
Championship Drive Gate	Monday through Saturday/6:00 am-6:00pm
Sandpiper Drive Gate	Monday through Saturday/6:00 am-6:00pm
Construction Gate	Monday through Saturday/6:00am-6:00pm

Remember, be courteous at all times. This is best accomplished by beginning with an appropriate greeting. For example, “Good Morning, Welcome to Fiddler’s Creek”.

### CONSTRUCTION VEHICLES AND EQUIPMENT

For purposes of these Post Orders, “construction vehicles” are defined as any vehicle or motorized equipment, normally associated with new construction. These vehicles include, but are not limited to, tractors, dump trucks, dumpster delivery vehicles, cement trucks, asphalt trucks, tractor/trailers including “low boys”, flatbed trucks, glass trucks, boom trucks, bucket trucks (cherry pickers), front end loaders, bull dozers, back hoes, bob cats, Caterpillars, and other similar vehicles and motorized equipment. Box trucks and tractor trailers delivering furniture, other household items and/or construction materials to be delivered to existing residences or food and beverage deliveries to the Club & Spa and the Rookery, are not construction vehicles.

All construction vehicles arriving at the Championship Drive Gate or the Main Gate should be redirected to the Sandpiper Drive construction gate entrance.

### HOLIDAY HOURS FOR THE CONSTRUCTION GATE *(per Collier County Ordinance and as may be amended from time to time)*

New Years Day: closed  
Memorial Day: closed  
Christmas Day: closed  
Independence Day: closed  
Labor Day: closed  
Thanksgiving Day: closed  
Day after Thanksgiving: open

## **CONSTRUCTION GATE DUTIES ARE AS FOLLOWS:**

1. The officer will monitor and check all construction passes for proper color (denoting proper issue period), expiration dates and vehicles assigned to the pass by the license plate and contractor designees. He/she will also give directions to the proper parcels and construction sites to daily delivery vehicles.
2. The officer will note all daily deliveries and daily entries to the property. When the individual entering the property does not use a permanent construction pass, the subject's name, company, license, tag, model number or lot number will also be noted on the daily visitors' entry log, along with the date and time of entry as noted on the sheet.
3. The officer will issue construction applications to all new construction applicants, including subcontractors and employees to the contractor and subcontractors.
4. The officer will maintain a file of expired construction passes and all new applications. The expired construction passes will be stapled to the original construction application and new colored construction pass will be issued, updating any and all information on the original pass for future reference. Any passes revoked will also be stapled to the original application and the word **REVOKED** will be written across the construction pass.

## **ACCESS CONTROL INSTRUMENTS**

The following items enable access to Fiddler's Creek when accompanied by a suitable photo ID (as applicable):

### **Construction Pass**

These color-coded passes will only be used at the Construction Gatehouse. Officers assigned to this post will be given a list of developers and contractors that have been pre-approved to enter Fiddler's Creek.

All construction contractors/sub-contractors are required to complete an application to obtain and be issued a Construction Pass for access to Fiddler's Creek. The application will be filed in the Construction Pass Application File and maintained at the Construction Gatehouse.

The Gatehouse Officer will issue Construction Passes.

The Construction Pass is valid Monday through Saturday (except holidays) 6:00am-6:00pm only.

Construction Passes are only valid for two (2) calendar months and must be renewed by the third week of the second month. At that time, the old pass will be confiscated and a new one issued. The old pass will be stapled to the original application with any pertinent information (i.e. vehicle changes, license plate number changes, contractor names, etc).

## **ACCESS PROCEDURES**

Officers assigned to Fiddler's Creek will adhere to the following instructions:

### **Fiddlers Creek Parkway and Championship Drive Gates:**

- **Residents:** Individuals with gate transmitters have unrestricted ingress through the designated resident lanes and the ingress lanes at the gates. Unrestricted egress will be by utilizing gate transmitter at all secondary egress barrier gates.
- **CDD, Foundation and Gulf Bay Management and Staff:** *Management personnel* have a gate transmitter with unrestricted ingress through the designated resident lanes and the ingress lanes at the gates. Unrestricted egress will be by utilizing gate transmitter at all secondary egress barrier gates.

*Staff* have an access Visitors Pass (barcode pass) affixed to the back, side window, drivers side which will be read by the pedestal reader for unrestricted use of the ingress and secondary egress barrier lanes at the gates.

- **Early Activated Homeowners\*\*:** Early Activated Homeowners will receive an access control Visitors Pass (Pass printed with text directions and a barcode). They will then be asked to position Visitors Pass on vehicle dashboard and advised they must utilize Visitors Pass at pedestal reader for unrestricted ingress at the gates. Unrestricted egress will be by using the pedestal readers, located at all secondary egress barrier gates.

- **Guests:**

*Houseguests or Extended Family Houseguests:* Houseguests or extended family houseguests receive a Club & Spa Houseguest card with their name, photo and the name of the resident that they are visiting. Each guest will receive a Visitors Pass (Pass printed with text directions and a barcode). Guests will then be asked to position Visitors Pass on vehicle dashboard and advised they must utilize Visitors Pass at pedestal reader for unrestricted ingress at the gates. Unrestricted egress will be by using the pedestal readers located at all egress barrier gates.

*Resident Guests registered:* Each guest will receive an access control Visitors Pass (Pass printed with text directions and a barcode). Guests will then be asked to position Visitors Pass on vehicle dashboard and advised they must utilize Visitors Pass at pedestal reader for unrestricted ingress at the gates. Unrestricted egress will be by using the pedestal readers, located at all secondary egress barrier gates.

*Resident Guests non-registered:* A resident will be given a courtesy call for all non-registered guests, PRIOR to the guests gaining access to the community.

*If the resident does not answer the call,* the visitor will be granted access to the community as a member of the general public (see below).

*If the resident answers the phone and does not want to see the guest,* the resident will be told that the guest will receive access to the community as a member of the general public. Individual(s) are then provided a map, prepared by the District, depicting all District-owned roads and advised that these are the only roads that they are permitted to use. **If an individual is witnessed on “Private Property”, the Collier County Sheriff’s Office (CCSO) may be notified and the CCSO may be requested to issue a trespass warning.**

*If the resident answers the call and wants to see the guest,* access will be granted as a guest. Each guest will receive a Visitors Pass (Pass printed with text directions and a barcode). Guests will then be asked to position Visitors Pass on vehicle dashboard and advised they must utilize Visitors Pass at pedestal reader for unrestricted ingress at the gates. Unrestricted egress will be by using the pedestal readers, located at all secondary egress barrier gates.

- **Realtors/Open Houses registered:** It is the property owners responsibility to register their property as being “for sale” with the Safety Department and to provide the name of the listing company and agent. The homeowner should utilize the form entitled “REGISTRATION OF RESIDENCE FOR SALE”, which can be obtained on the Fiddler’s Creek website, at the Club & Spa Administration Desk, or at the main entrance gate. It will be the listing company/agent’s responsibility to register all open houses with the Safety Department. All visitors requesting access to a registered “for sale” property or “open house” will receive a Visitors Pass (Pass printed with text directions and a barcode). Guests will then be asked to position Visitors Pass on vehicle dashboard and advised they must utilize Visitors Pass at pedestal reader, for unrestricted ingress at the gates. Unrestricted egress will be by using the pedestal readers, located at all secondary egress barrier gates.

Realtors/Open Houses, non-registered: A resident will be given a courtesy call for all non-registered guests, PRIOR to the guests gaining access to the community.

If the resident does not answer the call, the visitor will be granted access to the community as a member of the general public (see below).

- **Rookery Management and Staff:** Management and Staff of the Rookery will have an access Visitors Pass (barcode pass) affixed to the back side window drivers side which will be read by the pedestal reader for unrestricted use of the ingress and secondary egress barrier lanes gates. Should any members, management or staff of the Rookery seek access through the main gate, they will be issued a visitors day pass.

**Non-Resident Golf Members:** Non-resident golf members will be issued a Visitors Pass (Pass printed with barcode). Members will then be asked to position Visitors Pass on vehicle dashboard and advised they must utilize Visitors Pass at pedestal reader for unrestricted ingress at the gates. Unrestricted egress will be by using the pedestal readers located at all egress barrier gates.

Optionally, non-resident golf members may purchase a gate transmitter for unrestricted ingress through the resident lanes and ingress lanes at the gates. Unrestricted egress will be by utilizing gate transmitter at all secondary egress barrier gates.

- **General Public: The general public has access to the public roads within the District.** When members of the general public arrive at the gate and request access, the individuals are requested to produce photo identification. If identification is not produced, request their name(s) and then put this information along with vehicle tag(s) into Gatehouse system under “Safety Department”. Each individual will receive a Visitors Pass (Pass printed with a barcode). Individuals will then be asked to position Visitors Pass on vehicle dashboard and advised they must utilize Visitors Pass for egress by using the pedestal readers, located at all secondary egress barrier gates. Individual(s) are then provided a map, prepared by the CDD, depicting all District-owned roads and advised that these are the only roads that they are permitted to use. Club & Spa property and Villages are private property and, if witnessed in these areas, they may be asked to exit property. The Roving Patrol will be notified that there are visitors on property that are not allowed on “Private Property” and to follow up.

If a member of the public, including Real Estate Agents, requests access to the community, with a newspaper advertisement or MLS listing they will be granted access, by name, to an address from one (1) of the aforementioned publications.

If a member of the public requests access to the community with no documentation and wants to “look at houses” we will ask them for an address(s) and verify the unit(s) is listed for sale. If we cannot verify an address(s) is for sale, we will then offer access to the community via the “Public Roads” (map provided per Post Orders) and instructed accordingly. We will also offer the option for them to visit the Sales Center where they may receive additional assistance and, if interested, advise them of its location utilizing the map.

NOTE: If an individual is witnessed on “Private Property”, the CCSO may be notified and the CCSO may be requested to issue a trespass warning.

**NOTE: Ingress and Egress can be performed by Safety Department staff, in the event the guest does not have access via a Visitors Pass.**

**\*\*Early Activated Homeowner is an individual who has purchased a home and the closing is pending. This individual may activate their Club and Spa membership prior to the closing of their home.**

- **Utility Companies and Deliveries:** Marked package delivery vehicles with properly addressed packages, such as UPS, Federal Express, Airborne Express, etc., will be granted access after the vehicle tag number is recorded.

Other deliveries (if not pre-approved), such as pizza/food deliveries, flowers, etc., require a courtesy telephone call to the party in question to verify the delivery.

Public utility company employees, in identifiable vehicles, will be granted access after the vehicle tag number is recorded.

Individuals representing public utility companies in unmarked vehicles will be handled as follows:

- Officers will request a picture ID which will be recorded along with the tag number of the vehicle
- **Government Vehicles:** All government vehicles such as EMS, Fire, Police, School Buses etc., (in emergency as well as non-emergency situations) shall be granted access without any information recording being required.
- **Process Servers:** Bona fide process servers, acting in their official capacity, are to have, after showing their credentials and court documents, unimpeded access to the property. Once verified, the Gatehouse Officer is to ask the process server if the individual to be served may be called, as a matter of courtesy. If the process server specifically indicates that the individual is not to be notified, no call is to be made. As the vehicle departs the gate into the community, pertinent information such as the vehicle license plate number is to be recorded and the patrol notified of the process server's presence on site.

#### **CHAMPIONSHIP DRIVE (AFTER HOURS ACCESS CONTROL PROTOCOL)**

- **Member states gate remote will not open gate(Inbound)**  
Use the identifiers from their access list (i.e. pin number, home phone, member number, etc.) to grant them access. Request that, at their convenience, they stop at the main gate in order for a Safety Officer to verify the facility code and/or remote number is in the Gatehouse system. If remote facility code is not 01, direct to member services for the device to be exchanged at no charge. If facility code 01 is not in database, advise member and system will be updated by end of day.
- **Member states gate remote will not open gate (Outbound)**  
Use the same identifiers from their access list as above and also request that they stop at the main gate to verify the device is in the system and/or remote is compatible. If not, direct them to member services for a replacement at no charge. If the facility code is 01, advise them that it will be updated in the system by the end of the day.
- **Guest states pass will not open gate (Inbound)**  
Verify guest is using the pass correctly (barcode side up facing reader). If the pass is being used correctly, but will not work then verify that the guest is valid on an access list, within the community. If so, log the guest in as if at main gate and offer directions, if necessary, by

pressing the # then 9 keys, on the telephone. If guest does not appear on an access list, request that they drive to the Main Gate to be accessed, according to the Post Orders for the General Public. Instruct them to pass behind the Gatehouse, then allow exit through the secondary gate after activating callbox and pressing #9 keys on telephone.

- **Guest states pass will not open gate (Outbound)**

Verify guest using barcode correctly (barcode side up facing reader). If the pass is being used correctly, but will not work, then allow guest to exit property by pressing the # 9 keys on the telephone.

- **Non -registered guest(s)**

If a non-registered guest arrives at this location and requests access, they are to be directed to the Main Gate. Instruct them to pass behind the Gatehouse, then allow exit through the secondary gate after activating callbox and pressing #9 keys on telephone.

- **Guest passes that will not read**

After either, accessing or allowing a guest to exit property via the phone system, print a guest pass and direct the Road Patrol Officer on duty to test both inbound and outbound readers. If either device fails to open the secondary gate, place a service call to TEM Systems (1- 800-777-8912). NOTE: If the failure is with the outbound secondary reader direct the Road Patrol Officer to put the gate arm in question in the up position, until service call is completed.

### **GENERAL PROCEDURES (GATEHOUSE)**

The following procedures generally apply to all Officers engaged in gatehouse operations at Fiddler's Creek.

- Become familiar with the property and project names, so you can give accurate directions.
- Call the roving patrol anytime an emergency vehicle enters the property.
- Call the roving patrol to assist you if a gate arm is broken and needs repair.
- Keep your gatehouse clean and orderly. When trash receptacles are full, empty them and call the roving patrol for pick-up.
- Report all property damage on an incident report.
- Keep records of supplies and repairs that are needed at your gatehouse and turn into your post commander with your other paperwork.
- Unless a person asks to see a specific sales office or property, direct them to the Fiddler's Creek Sales Office.
- Report any 911 calls you make to your post commander.
- Radio checks are to be made on the hour around the clock.
- Do not accept any deliveries for residents. NO EXCEPTIONS!
- Incident reports shall be filled out in duplicate and turned into your post commander at the end of each shift.
- No smoking is allowed on Fiddler's Creek property. NO EXCEPTIONS!

**\*\*\* Any activity (or lack thereof) by an officer that contradicts the above post orders shall be grounds for immediate dismissal of the officer from the post.**

## **GENERAL PROCEDURES (PATROL)**

The following procedures generally apply to all Officers engaged in routine patrol at Fiddler's Creek.

For their own safety and that of those they have been asked to protect, all officers assigned to mechanized patrol must be alert, watchful and ready to respond at all time.

Vehicles are to remain on the site at all times, except as required within the normal course of assigned duties or as directed by the Director of Safety. Vehicles are to be refueled as soon as reasonably possible once  $\frac{3}{4}$  of the fuel has been expended. When refueling gas-operated vehicles, ensure that the gas receipts are filled out correctly.

Since your function is to be on patrol, you will not congregate with other patrols or remain at a Gatehouse for more than ten (10) minutes at a time, unless there is a specific need to do so (meal breaks, etc.)

Upon assuming motorized patrol duties, vehicles are to be inspected thoroughly and any damage or irregularities noted on your Safety Officer Report will be filled out and turned in with your daily report.

Patrol Officers are to record the following kinds of irregularities on an Incident Report when such irregularities are observed during their tour of duty:

- Alarms or medical emergencies
- Model homes found unsecured
- Street lights broken or otherwise inoperative
- Sprinkler system malfunctions
- Signs defaced, broken or missing
- Damage to common area landscaping
- Storm damage related to common areas
- Keys left in golf carts or heavy machinery
- The officer will monitor all vehicle traffic and any other unusual activities the Safety Director should have knowledge of during his daily tour. Any vehicles exceeding the posted speed limit, or other obvious traffic violations, will be documented on an Incident Report, detailing the incident.

All Patrol Officers will operate their vehicles in a responsive and courteous manner, ensuring compliance with traffic laws and safety rules both on and off road. Particular attention will be paid to precluding damage to private property or common landscape areas such as the golf course.

## **USE OF VEHICLE FLASHERS**

The rooftop light bar mounted on vehicles is considered an extension of the vehicle emergency flashers. Use of these lights DOES NOT entitle the operator to exceed speed limits, ignore traffic signals, or otherwise violate traffic laws. Use of these lights will be restricted to responding to calls for assistance and other similar emergencies or for safety reasons that would normally entail the use of the vehicle emergency flashers.

## **ALARM RESPONSE**

Timely and proper response to alarms is a high priority at Fiddler's Creek. It requires a closely coordinated effort between the officers assigned to the Gatehouse and the patrol units.

It also requires clear and accurate communication with alarm monitoring companies, the local authorities and Fiddler's Creek personnel (either residents or management, as is appropriate).

The information listed below is intended to assist you in reacting to alarms quickly, safely and professionally. This will be accomplished by first describing those procedures which are generally applicable to all alarms followed by specific guidance for certain alarm situations.

When an alarm is received (either at the Gatehouse telephonically or from an alarm monitoring company or via police scanner) the following procedures must be followed by safety personnel:

- Dispatch patrol unit(s) to the location
- Maintain communication with the patrol unit(s) as to the status of the alarm
- Assist the Collier County Sheriff's Office/Fire Department as appropriate
- Gate officer must verify exact location, zone, and operator number

If, upon investigation, it is determined that the alarm is false, the officer will log the false alarm. In cases of multiple false alarms, the Senior Supervisor on duty will notify the developer or the emergency contact person (e.g. "house sitter", contractor, etc.) as listed on the developer information file.

Upon being dispatched to an alarm, the patrol unit(s) will:

- Proceed at the posted speed limit
- Respond to the area at the minimum distance of one residence to either side of the location
- Report any vehicles with a full description at the location in question
- Prepare a complete Incident Report\*

*\*This is required even if the alarm is false.*

## **HURRICANE PROCEDURES**

Safety Officers assigned to Fiddler's Creek will be expected to play a critical role in the safety of person(s) and property during actual hurricane conditions or anticipated hurricane threat.

There are two (2) basic categories used to determine hurricane preparation, a Hurricane Watch and a Hurricane Warning.

- **Hurricane Watch:** A hurricane may threaten coastal and inland areas. The watch means that hurricane conditions are a real possibility, but may not be imminent.
- **Hurricane Warning:** A weather advisory meaning a hurricane is expected to strike in an area within 24 hours.

### **HURRICANE WATCH PROCEDURES:**

- Officers assigned to the gatehouse operations will secure the ingress resident lane to the property
- Lift all remaining gates controlling ingress and egress on the property to a full upright and locked position

### **HURRICANE WARNING PROCEDURES:**

- Ensure that all safety vehicles are full of gas
- Initiate immediate contact with the golf maintenance personnel to arrange for additional fuel as required
- Activate the use of a portable transistor radio to monitor emergency management information at the gatehouse
- Maintain the operational status of the gatehouse unless otherwise directed by supervisory personnel

- Conduct an overall check of all two-way communications equipment to confirm operational status
- Transfer all-important papers, keys, etc. to the Sales Center or other location as designated by supervisory personnel
- Provide an ample supply of food and water to the gatehouse
- Ensure that there is adequate rain gear for all officers on duty
- Physically inspect and visually confirm all credentials utilized to gain access to the property. Anyone attempting access to the community without proper credentials will be denied.

**ACTIONS FOLLOWING A HURRICANE:**

- Maximum visibility through increased patrol must be obtained to preclude looting and other such activity
- As power is restored to the property, “normal” operating procedures will resume. Such procedures would include the lowering of all gates to their original positions
- Gatehouse personnel are to monitor all incoming and outgoing vehicle traffic carefully. Make every effort to visually inspect the contents of vehicles attempting to leave the property.
- Return all previously removed items to the gatehouse
- Report any major damage to supervisory personnel and assist in any additional capacity so dictated

**ROAD PATROL SITE SPECIFICS AT FIDDLER’S CREEK**

**0800 - 1600 SATURDAY & SUNDAY: (WHEN APPLICABLE)**

- 0800            Briefed/relief by 2400 – 0800 Officer
- 0800            Initial patrol of all Villages/common areas, (Clubhouse lot, etc.)  
Report/correct any unusual activities (i.e. children and/or pets on construction sites) remove and write incident report.
- 0800            Check both safety mailboxes (Sales Office and Clubhouse Administration) for memorandums/pertinent information to be distributed.
- 0900 - 1600    Continue patrols of above areas and respond to all emergencies/alarms in a timely manner, at posted speed limits with rotary lights activated. Any unusual activity observed should be documented and the appropriate action taken (verbal warning, access revoked, law enforcement intervention, etc.)

**\*\*ANY QUESTIONS/CONCERNS CONTACT THE DIRECTOR OF SAFETY\*\***

**1600 - 2400**

- 1600            Briefed by 0800 – 1600 Officer
- 1630            Initial patrol of all villages/common areas, (Clubhouse lot, etc.) Report/correct any unusual activity (Children and/or pets on construction sites; remove and write incident reports)

- 1730 Initial check of all construction areas. Advise all workers that curfew is 1800 hours, with the exception being written notification to security from builder's representative.  
Issue a verbal warning for the first curfew violation. Secure the contractor pass and revoke access to the property for the second curfew violation. If the worker refuses to comply, contact the Collier County Sheriff's Office in reference to trespassing.  
Monitor Championship Drive every hour (time permitting). Report all findings.
- 1800 Check all doors and secure the Sales Center. If found unsecured, write up an Incident Report. If staff is working late, check the building periodically and/or secure if necessary.
- 2000 Initial foot patrol/security of clubhouse. If activities are still under way in the clubhouse (dinners, etc.), DO NOT secure front entrance.
- 2100 - 2200 Patrol villages and/or report any activity. There should be no activity at or near the pool area after dusk. If witnessed, ask the parties to exit the area and write an Incident Report.
- 2300 Final check of the clubhouse and spa. Any unsecured areas need to be written up on an Incident Report.

### **Garage Door Checks**

One (1) hour past dusk, check all villages. If you find any garage doors left open, have the gate officer phone the residence and advise resident to secure their door. If there is no answer on the phone, try the door. If no one is home, have the gate officer contact the house sitter for direction. If there is no house sitter or emergency contact, have the gate officer contact the Collier County Sheriff's Office to assist in securing the residence. When the residence is secured, write up an Incident Report and leave a telephone message as to the Safety Department's involvement/resolution.

### **THIRD SHIFT PATROL CHECKLIST**

- 0015 Check all perimeter gates
- 0045 Resident check – all garage doors
- 0130 Sales Office alarm should be set and all doors locked
- 0200 Foot patrol – Clubhouse and Spa. Everything should be locked. Nobody allowed in pool.
- 0300 Check perimeter. Check gate guard.
- 0400 Check all construction parcels.
- 0500 Check perimeter. Check gate guard.
- 0600 Oncoming guard at construction gate. Pass on any information
- 0630 Wash vehicle.

**PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST**  
**FIDDLER'S CREEK - CHAMPIONSHIP DRIVE ENTRANCE**  
 (Additional Inbound Lane for Residents)  
 HM File No. 1998070

October 14, 2009

**DEMOLITION**

<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total</u>
Curb removal	322	LF	\$15.00	\$4,830.00
Landscape removal	LS	LS		\$3,000.00
Silt Fence	360	LF	\$1.50	\$540.00
<b>Subtotal Demolition</b>				<b>\$8,370.00</b>

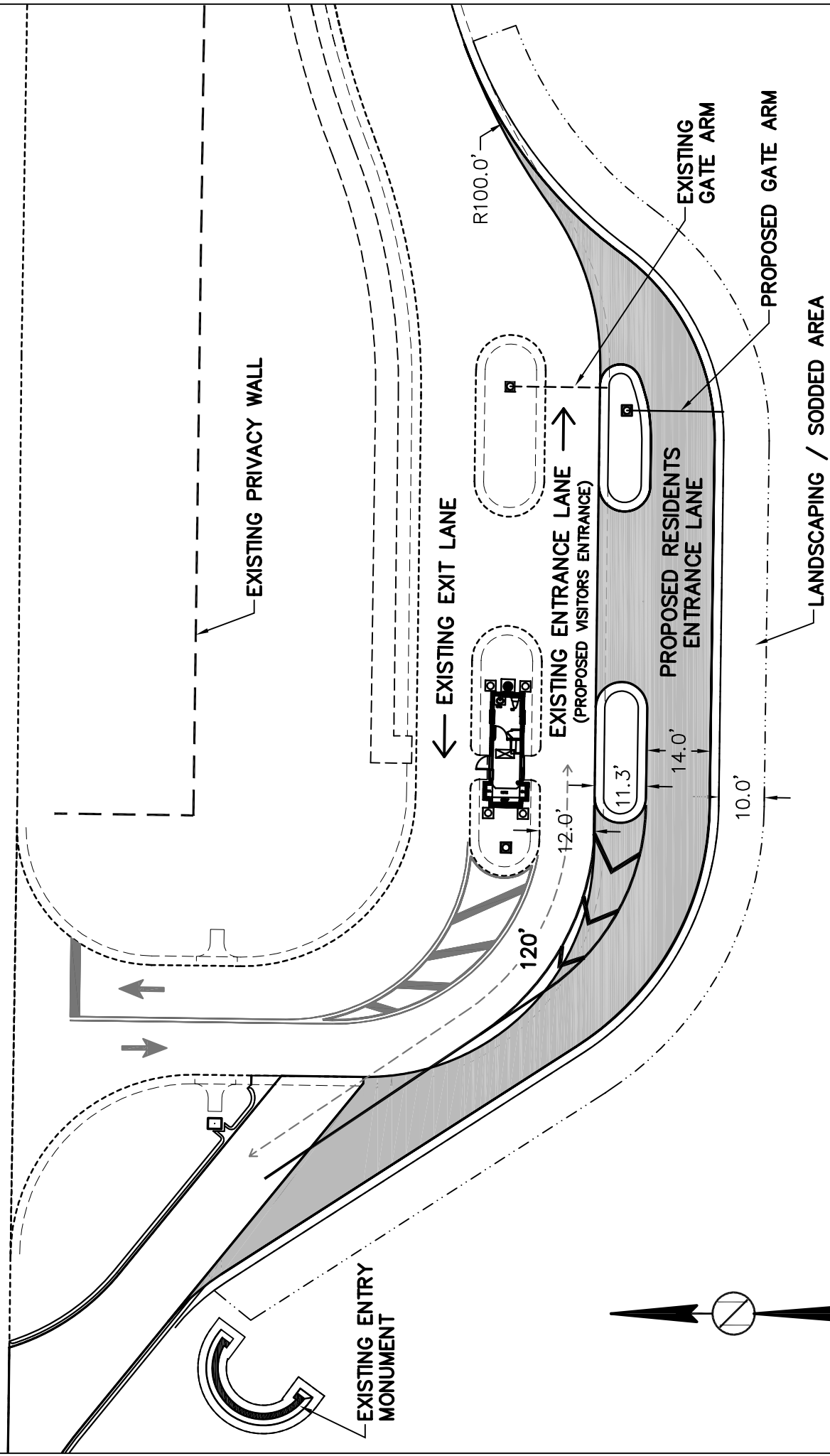
**PAVING**

<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total</u>
12" Stabilized subgrade	648	SY	\$2.50	\$1,620.00
8" Limerock	515	SY	\$12.50	\$6,437.50
3/4" Asphalt (1st lift)	515	SY	\$4.50	\$2,317.50
3/4" Asphalt (2nd lift)	515	SY	\$4.50	\$2,317.50
"F" Curb	346	LF	\$16.50	\$5,709.00
"F" Curb Medians	123	LF	\$16.50	\$2,029.50
<b>Subtotal Paving</b>				<b>\$20,431.00</b>

**MISCELLANEOUS**

<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total</u>
Conduits	1	EA	\$500.00	\$500.00
Security Gate Arm (Per M. Charbonneau)	1	EA	\$6,000.00	\$6,000.00
Signage	LS	LS	\$2,000.00	\$2,000.00
Striping	LS	LS	\$1,500.00	\$1,500.00
Landscape & Irrigation Replacement/Relocation			\$10,000.00	\$10,000.00
Sod	4,000	SF	\$0.25	\$1,000.00
County Fees			\$2,500.00	\$2,500.00
Topo, design, (I.C.) & SFWMD Permit Mod, Survey stakeout & Construction Coordination			\$21,500.00	\$21,500.00
<b>Subtotal Miscellaneous</b>				<b>\$45,000.00</b>

<b>SUBTOTAL:</b>				<b>\$73,801.00</b>
<b>15% Contingencies</b>				<b>\$11,070.15</b>
<b>TOTAL:</b>				<b>\$84,871.15</b>
			<b>Say</b>	<b>\$85,000</b>



# FIDDLER'S CREEK PROPOSED RESIDENTS ENTRANCE LANE AT CHAMPIONSHIP DRIVE

SCALE : 1" = 30'

WOODWARD, PIRES, & LOMBARDO, P.A.  
ATTORNEYS AT LAW

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Naples, FL 34103  
(239) 649-6555

Telecopier  
(239) 649-7342

**MEMORANDUM**

FROM: Anthony P. Pires, Jr., Esq. 

DATE: October 14, 2009

RE: Some legal considerations regarding the current Amended and Restated Interlocal Agreement between Fiddler's Creek Community Development District 1 [District 1] and Fiddler's Creek Community Development District 2 [District 2].

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At the September Board meeting of District 1, discussion ensued with regards to the access control procedures and certain operational and costs aspects dealing with various gates operated as part of the access control system in the overall Fiddlers Creek community. The staff was directed by the Board of District 1 to prepare an executive summary analyzing and outlining various aspects and features relating to access control and modifications

The existing agreement between District 1 and District 2 as to the cost sharing associated with access control (and other shared facilities and services) is the 2009 Amended and Restated Interlocal Agreement 2009 (the "Interlocal Agreement").

**ALLOCATION OF COSTS**

Paragraph 1 of the Interlocal Agreement states "The parties hereto agree that any proposed increase in the cost to provide said services shall require the prior approval of the Board of Supervisors of each district."

Paragraph 2 of the Interlocal Agreement provides that "The parties hereto agree

that any contracts with outside parties that are necessary or required to provide the services described herein for which the costs are shared by the districts, shall be required to obtain the approval of the Board of Supervisors of each district.”.

Pursuant to Paragraph 3 of the Interlocal Agreement, any change in the allocation of the operating or maintenance costs requires the approval of the Board of Supervisors of each District.

In reading the above-referenced portions of Paragraphs 1 and 3 together, it is reasonable to construe the Interlocal Agreement to require that a cost increase to a party to provide the services requires the affected party's prior approval, and that prior approval is needed when the change in allocation results in an increased obligation, and not to any decreases in costs or allocation to a party.

Under the current Interlocal Agreement, the allocation of costs is as outlined in the respective adopted budgets for each District [see Paragraph 1]. The parties have the ability to mutually modify the terms of the Interlocal Agreement, including the provision relating to the allocation of costs for the services involved.

#### “WEIGHTED” VOTING

As noted above, the concurrence of both Districts is required for many actions, with each District having an equal say. If both Districts agree, they may mutually modify the terms of the Interlocal Agreement to, in certain circumstances, or relating to certain services, provide for a weighted vote or approval to be held by one District vis-à-vis the other District. The following examples are not necessarily exhaustive as to voting formulas that could be mutually agreed upon.

A weighted voting process could be used:

1. when making decisions regarding services where a substantially greater portion of the costs of the particular service is borne by one District, and the facilities associated with that service are owned by the District bearing the substantially greater burden.
2. to allocate greater weight to the District containing the most occupied dwelling units, if that District is paying the substantially greatest portion of the costs of the particular service.

3. to allocate greater weight to the District containing the most completed units if that District is paying the substantially greatest portion of the costs of the particular service.
4. to allocate greater weight to the District containing the greatest portion of the total population within the Fiddlers Creek community if that District is paying the substantially greatest portion of the costs of the particular service.

## TERMINATION

Either District has the ability, pursuant to the provisions of Paragraph 5.A, to terminate the Interlocal Agreement by providing written notice to the other District in writing, not less than sixty (60) days prior to the "Anniversary Date" (i.e. October 1, 2010 and each October 1 thereafter), in which event the Interlocal Agreement will terminate on the Anniversary Date. No party may otherwise terminate the Interlocal Agreement during the course of any fiscal year and no amendment or modification of any terms or provisions of the Interlocal Agreement or the obligations and rights of the parties is effective unless provided in a written amendment executed by both parties.

An additional method of termination is pursuant to Paragraph 5.C of the Interlocal Agreement, which provides that if any party breaches any of the provisions of Paragraphs 2, 3 or 4, and the breach continues for a period of fifteen (15) days after receipt of written notice from the other party, then the non-breaching District has the ability to terminate the Interlocal Agreement upon not less than thirty (30) days written notice to the other District.

The Districts also have the ability to mutually terminate the Interlocal Agreement.

## POST ORDERS AND ACCESS CONTROL CONTRACT

The Interlocal Agreement does not address the Post Orders or the operations of access points associated with access control. Nor does it address access protocols or procedures or the operation of entrance gates within the boundaries of any of the Districts.

While the focus of the Interlocal Agreement is on the allocation and sharing of costs as opposed to levels of service, Paragraph 2 of the Interlocal Agreement provides that

"The parties hereto agree that *any contracts with outside parties* that are necessary or required to provide the services described herein *for which the costs are shared by the districts*, shall be required to obtain the approval of the Board of Supervisors of each district".

The Interlocal Agreement is silent as to changes or modifications to the contracts with outside parties. The terms and conditions of the existing agreement with the access control vendor may need to be revised if any changes are to be made to the access protocol.

The current contract for provision of access control services is a three (3) party agreement wherein Fiddler's Creek Foundation Inc., provides the services to both District 1 and District 2. "District" is defined in the current access control contract as "The Fiddler's Creek Community Development District #1 and #2".

The current access control services contract was entered into on December 1, 2007 and terminates on November 30, 2008 [see Article III]. The defined "District" has the option to renew the contract, for a second 12 month period, at the defined "District's" sole and absolute discretion, upon thirty (30) days written notice [see Article II]. It is arguable that if either District 1 or District 2 made a determination not to renew the contract with the access control vendor for one (1) additional year, the access control services contract would terminate on November 30, 2008. Either District would then be capable of soliciting bids for the provision of access control services, by separate agreement with a vendor, in which case the Interlocal Agreement would not be applicable, as the costs would not be shared by the other District.

Each District has adapted similar Post Orders. Operational revisions may require revisions to Post Orders of the respective Districts, as appropriate as to the entry features owned and controlled by the respective District.

**AMENDED AND RESTATED**  
**INTERLOCAL AGREEMENT**

This Amended and Restated Interlocal Agreement is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2009 ["Amended and Restated Agreement"] The parties hereto are the same parties to that certain Interlocal Agreement entered into the 24<sup>th</sup> day of October, 2007, by and between the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS #1); and the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #2, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS #2).

WHEREAS, FIDDLERS #1 and FIDDLERS #2 have been established as community development districts pursuant to the procedures outlined within Chapter 190, Florida Statutes; and,

WHEREAS, pursuant to Florida Statutes, said community development districts have the right, authority and power to own, acquire, possess and maintain property, facilities and improvements necessary and appropriate to perform the powers, duties and obligations of said community development districts within the areas described on Exhibit A as to FIDDLERS #1, and Exhibit B as to FIDDLERS #2; and,

WHEREAS, it has been determined by the respective Board(s) of Supervisors for each of said community development districts that it would be an efficient utilization of certain property, improvements, facilities, personnel and equipment [particularly those related to access control and irrigation water supply and distribution] to enter into an

Interlocal Agreement pursuant to the provisions of Section 190.011(12), Florida Statutes and Part I of Chapter 163, Florida Statutes, the Florida Interlocal Cooperation Act of 1969", as amended, in order to more economically utilize certain property, improvements, facilities, personnel and equipment related to access control and irrigation water supply and distribution, in a manner advantageous to all and to annually allocate the costs thereof on an equitable pro-rata basis; and,

WHEREAS, Wrathell, Hart Hunt & Associates, LLC., (hereinafter District Manager), pursuant to contracts with each of said districts, operates as district manager for each said district and has the resources and ability to calculate and allocate workload, resources and the financial contributions of each of said districts under this Agreement; and,

WHEREAS, an efficient utilization of property, improvements, facilities, personnel, equipment and vehicles related to access control and irrigation water supply and distribution will be realized by shared use and it is more economical for said districts to share said property, improvements, facilities, personnel, equipment and vehicles in the manner outlined herein; and,

WHEREAS, as a result of the foregoing, the parties hereto entered into that certain Interlocal Agreement dated as of the 24th day of October, 2007, [the "Interlocal Agreement"].

NOW THEREFORE,

W I T N E S S E T H

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration exchanged from one party to the other, the

aforesaid FIDDLERS #1 and FIDDLERS #2 hereby enter into this Amended and Restated Interlocal Agreement.

1. FIDDLERS #1 and FIDDLERS #2 agreed, that for the fiscal year beginning October 1, 2007 and ending September 30, 2008, as they jointly utilize the property, improvements, facilities, personnel, equipment and vehicles of each district related to access control and irrigation water supply and distribution, they will do so with the supervision and coordination of the district manager for each district; and with the allocation, on an equitable pro-rata basis, as calculated by the District Manager, of the cost of the property, improvements, facilities, personnel and equipment resources necessary related to access control and irrigation water supply and distribution, as outlined in the respective line items for same contained within the adopted budget of each district, a true and correct copy of said adopted budget for each said district being attached hereto and made a part hereof as Exhibit "C". The parties hereto agree that any proposed increase in the cost to provide said services shall require the prior approval of the Board of Supervisors of each district. In addition, each district shall be charged interest on any funds advanced ["Cost of Advanced Funds"], beginning thirty (30) days after the date the funds are advanced, resulting from the other district's [i.e. "Advance Funding District"] payment of costs, fees, expenses and charges in excess of the Advance Funding District's proportionate share otherwise required under this Agreement. The parties agree that the Cost of Advanced Funds shall be equal to the interest that the Advanced Funds would otherwise have earned in the Advancing District's operating account. Such interest shall not exceed the then current prime rate.

2. The parties hereto agree that any contracts with outside parties that are

necessary or required to provide the services described herein for which the costs are shared by the districts, shall be required to obtain the approval of the Board of Supervisors of each district .

3. Any change in the allocation of the capital costs, operating costs or maintenance costs of the shared use of property, improvements, facilities, personnel and equipment under this Agreement shall be required to obtain the approval of the Board of Supervisors of each district.

4. A. Payments required to be made to provide the financial resources to be contributed by each of said parties hereto will be made as calculated by the District Manager. Said payments shall be made out of the appropriate budget accounts pursuant to the budgets adopted by each district and payments to personnel, vendors and lessors shall then be made by the District Manager.

B. Each party shall continue to maintain insurance coverage as determined by the District Manager with each other district named as additional named insured on such insurance policies.

5. A. This Interlocal Agreement shall remain in force and effect until September 30, 2009, after which time, on October 1, 2010 and each October 1<sup>st</sup> thereafter (the "Anniversary Date"), it shall be automatically extended for an additional one (1) year term [with a corresponding substitution of Exhibit "C" to reflect the forthcoming year's budgeted allocation for each district] unless any party advises the other party, in writing, not less than sixty (60) days prior to the Anniversary Date, that said party wishes to terminate this Interlocal Agreement, in which event this Interlocal Agreement shall terminate on the Anniversary Date. No party may otherwise terminate

this Interlocal Agreement during the course of any fiscal year. No amendment or modification to any terms and provisions of this Agreement or the obligations and rights of the parties hereunder shall be effective unless provided in a written amendment executed by both parties.

B. Each party shall deliver to the other, not less than 120 days prior to the Anniversary Date, a copy of that portion of each party's proposed upcoming budget attributable to access control and irrigation water supply and distribution for the next ensuing fiscal year. If any party believes that the other party has not proposed a budget for access control and irrigation water supply and distribution to provide for the allocation of the costs between the parties on an equitable pro-rata basis, then the District Manager shall attempt to mediate and reconcile the differences between the parties by meeting with the Chair(s) of each district [consistent with the requirements of the Sunshine Law] and report the results of said efforts to the parties.

C. If any party breaches any of the provisions of Paragraphs 2, 3 or 4 above, which breach continues for a period of 15 days after receipt of written notice thereof from the other party, then the non-breaching party may terminate this Agreement upon not less than 30 days written notice to the other party.

6 The employment of the personnel necessary to perform the activities outlined herein shall be made by the District Manager.

7. The ownership, possession and custody of the property, improvements, and facilities necessary to be utilized shall be that of each district as their respective interests shall appear as of the date of execution of this Agreement. As to personal property which is the subject matter of leases, the parties hereto agree to execute any

consents or approvals required by any third parties under any existing leases to utilize said personal property in the manner outlined in this Agreement.

8. This Interlocal Agreement shall be recorded in the Public Records of Collier County, Florida and shall be binding upon all the parties hereto and their respective successors and assigns.

9. Any notices required to be provided hereunder shall be provided to the Registered Agent for the respective district.

10. This Amended And Restated Agreement supersedes and replaces the prior Agreement in its entirety.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amended And Restated Interlocal Agreement on the day and year first above written.

ATTEST:



FIDDLERS CREEK COMMUNITY  
DEVELOPMENT DISTRICT #1



ATTEST:



FIDDLERS CREEK COMMUNITY  
DEVELOPMENT DISTRICT #2



# MEMORANDUM

**TO:** BOARD OF SUPERVISORS- FIDDLER'S CREEK CDD #2  
**FROM:** CLEO CRISMOND – OPERATIONS MANAGER  
**SUBJECT:** CONSIDERATION OF AWARD OF CONTRACT- LANDSCAPE MAINTENANCE  
**DATE:** 10/20/2009  
**CC:** FILE

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Staff recently requested bids for the District's landscape maintenance program. Five (5) companies requested packages and attended the mandatory pre-bid meeting; with three (3) companies submitting bids. The three (3) companies submitting bids include Tru-Green Landscape (the current contractor), Luke Brothers and Mainscape. They are all considered to be highly qualified and capable of meeting the scope of services required under the contract. As is typical with the District's contracts, this is a one (1) year contract with a second year option. The bid tabulation is as follows:

<u>Company</u>	<u>1<sup>st</sup> Year price</u>	<u>2<sup>nd</sup> Year price</u>
Tru-Green Landscape	\$420,120.00	\$432,720.00
Luke Brothers	\$415,200.00	\$431,528.00
Mainscape	\$600,743.22	\$600,743.22

Tru-Green currently holds the contract and has been providing these services satisfactorily for several years. The current contract value is \$420,126.00. Therefore, their proposal of \$420,120.00, which is not an increase, is considered to be a very reasonable proposal and not out of line with what the District has been paying for this service.

For Fiscal Year 2009/10, the District has budgeted a \$555,000. "other contractual" line item which is intended to cover the costs of this landscape maintenance contract. You will note that this is well within the District's budget for these services.

Therefore, based upon all of the above information it is Staff's recommendation to award the contract to Tru-Green for a first year price of \$420,120.00 with a second year option of \$432,720.00.

If you should have any questions or require additional information, please contact me at (239) 989-2939.

## MEMORANDUM

Date: October 28, 2009  
To: Fiddler's Creek CDD #2 Board of Supervisors  
From: Cleo Crismond – Operations Manager  
Subject: Consideration of Award of Contract – Lake & Wetland Maintenance  
Cc: File

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The District's current lake and wetland management contract is set to expire 11/30/09. Staff has recently published a request for bids for this service. The bid was advertised in the Naples Daily News, as required by statute. Six (6) companies were provided bid packages with two (2) companies submitting bids. The financial tabulation is as follows:

<b><u>Company:</u></b>	<b><u>1<sup>st</sup> Year Price:</u></b>	<b><u>2<sup>nd</sup> Year Price:</u></b>
Clarke Aquatic	\$59,714.01	\$59,714.01
Lake Masters	\$41,388.00	\$41,388.00

LakeMasters, your current contractor is one (1) of the major players throughout the state for lake and wetland maintenance and have substantial local presence. They have been in this industry for numerous years and have the stability, knowledge and resources to perform the scope of services under the District's contract. The current contract price is \$41,388.00.

It should also be noted that LakeMasters is the current contractor for CDDs #1 and #2, as well as maintaining The Rookery. There is a significant cost differential between the two (2) bidders and LakeMasters has consistently maintained a positive work history at Fiddlers Creek.

Therefore, Staff is recommending award of the contract to LakeMasters at the above values to ensure continuity of service and the best interests of the District are served. The District has allocated \$38,000.00 for this service. If the Board is inclined to award the bid to Lake Masters, the budget shortfall amount can be addressed through savings in other portions of the budget.

## MEMORANDUM

**To:** Board of Supervisors  
Fiddler's Creek CDD #1 & #2

**From:** Cleo Crismond - Operations Manager

**Subject:** Consideration of Award of Contract  
Access Control Services

**Date:** October 28, 2009

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The District's current contract for Access Control Services will expire on November 30, 2009. As a result, Staff sent published a request for bids for this service. The bid notice was advertised in the Naples Daily News, as required by Florida Statute.

Seven (7) companies, Fiddlers Creek Foundation, Abacus, Gulf Coast, Wackenhut Corporation, Allied Security, Allegiance and Kemp Group International were provided bid packages. Two (2) of those companies submitted bids. We have attached a spreadsheet to show the per-hour breakdown. The bid tabulation yearly totals are as follows:

<u>Company</u>	<u>1st Year price</u>	<u>2nd Year price</u>
Fiddlers Creek Foundation	\$500,160.00	\$512,664.00
Allegiance Security	\$390,124.80	\$401,878.56

As a point of reference the current Security contract is \$468,930.00. The District's have appropriated \$470,210.00 for this service for Fiscal Year 2010. Please note that the attached bid schedules include both Championship and Sandpiper Drive Gates manned. We have adjusted the pricing to reflect only one (1) of those two (2) gates manned as follows:

<u>Adjusted Pricing:</u>	<u>1<sup>st</sup> Year Price:</u>	<u>2<sup>nd</sup> Year Price:</u>
Fiddlers Creek Foundation	\$425,280.00	\$435,912.00
Allegiance Security	\$331,718.40	\$341,712.48

Allegiance Security, formally Allied Protection Services was incorporated in March 2007. The largest local, most comparative client they have to Fiddler's Creek within the South West Florida Region is Legends Golf and Country Club located in Fort Myers and which consist of (1291) residents, 120 acres of golf course and 300 acres of common areas with one manned gate and one roving patrol officer (evenings only). The majority of Allegiance client list provided is located on the East Coast of Florida. As requested in the bid specifications they did not supply proof of suitable financial backing status to allow them to meet the obligations as outlined in and incident to the work. Additionally, it is a requirement that the Director of Safety be K-9 (canine) trained and certified, which he is not; although it is proposed that personnel assigned to the duties within this category will be trained and certified. They do not appear to have the resources or the experience to be able to perform the high end scope of services required under the District's contract.

Of the above two (2) companies who submitted bids, Allegiance Security's submittal is deemed to be financially irresponsible due to it being excessively low (26% under the existing contract value).

The Fiddler's Creek Foundation has held the contract for the last eight (8) years. As they are a non profit entity established to serve the specific needs of the Fiddler's Creek Community, we are their only security service customer and their service is provided at actual cost and without any markup. Though we realize they are not the lowest priced, Staff finds their qualifications and experience, from the guard level to management, to be far superior to that of the other bidder. Additionally, and once again as one of the primary entities providing services to the Fiddler's Creek community, they have a vested interest in ensuring the program continues to operate successfully. Therefore, when considering the above, Staff believes it is in the best interest of the District to award the contract to the Foundation at the rates indicated above and attached.

**Exhibit "A"**  
**Privacy Patrol**  
**Bid Tabulation**

Vendor	1st Year - Hourly Rate Officer - Fiddlers Creek Gate	2nd Year - Hourly Rate Officer - Fiddlers Creek Gate	1st Year - Hourly Rate Officer - Championship Drive Gate	2nd Year - Hourly Rate Officer - Championship Drive Gate	1st Year - Hourly Rate Officer - Sandpiper Drive Gate	2nd Year - Hourly Rate Officer - Sandpiper Drive Gate	1st Year (1) Patrol Officer Excluding Vehicle (8,760 hours per year)	2nd Year (1) Patrol Officer Excluding Vehicle (8,760 hours per year)	Totals 1st Year	Totals 2nd Year
Fiddlers Creek Foundation	\$ 20.00	\$ 20.50	\$ 20.50	\$ 20.00	\$ 20.50	\$ 20.00	\$ 20.00	\$ 20.50	\$ 20.00	\$ 20.50
<b>Yearly Totals</b>	\$ 175,200.00	\$ 179,580.00	\$ 74,880.00	\$ 74,880.00	\$ 76,752.00	\$ 74,880.00	\$ 175,200.00	\$ 179,580.00	\$ 500,160.00	\$ 512,664.00
Allegiance Security	\$ 15.60	\$ 16.07	\$ 16.07	\$ 15.60	\$ 16.07	\$ 15.60	\$ 15.60	\$ 16.07	\$ 15.60	\$ 16.07
<b>Yearly Totals</b>	\$ 136,656.00	\$ 140,773.20	\$ 60,166.08	\$ 58,406.40	\$ 60,166.08	\$ 58,406.40	\$ 136,656.00	\$ 140,773.20	\$ 390,124.80	\$ 401,878.56

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

9 The Regular Meeting of the Board of Supervisors of the Fiddler's Creek Community  
10 Development District #2 was held on **Wednesday, September 23, 2009 at 9:00 a.m.**, at the  
11 **Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.**

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17

**Present at the meeting were:**

18 James Robertson	Chairman
19 Manuel Correia	Vice Chairman
20 Victoria DiNardo	Assistant Secretary
21 Gretchen Scott	Assistant Secretary

22  
23  
24  
25  
26  
27

**Also present were:**

28 Chuck Adams	District Manager
29 Terry Cole	District Engineer
30 Tony Pires	District Counsel
31 Doug Gonzalez (via telephone)	Special Counsel
32 Carla Barrow (via telephone)	Special Counsel
33 Halle Alexander	Bondholder Counsel
34 Mr. Carcella	Resident
35 Mike Joist	Resident
36 Bill Kloop	Resident

37  
38  
39  
40

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 9:04 a.m. He noted all Supervisors were present, with the exception of Supervisor Schmitt.

**SECOND ORDER OF BUSINESS**

**Update: Foreclosure Action**

Mr. Adams provided the Board with the Amendment to the First, Second and Third Supplemental Indentures for the bonds that are subject to foreclosure. He noted this is a standard agreement that allows for the use of the Debt Service Reserve funds to pay for the fees related to the foreclosure process. He noted the invoices will be submitted to the Trustee for payment; the District will not be looking for reimbursement.

41 Mr. Gonzalez stated the Retainer Agreement pertains to both Fiddler's Creek CDDs #1  
42 and #2. He stated that, as long as payment is received through the retainer, the source of the  
43 funding is not critical; should payment stop, the appropriate parties will be addressed  
44 accordingly, as outlined in the retainer.

45 Mr. Adams stated he would coordinate with Alice Carlson for a document that  
46 summarizes the units that are included in the off-roll assessment and are subject to the  
47 foreclosure action. Mr. Robertson requested the document be posted on the website.

48  
49 **On MOTION by Mr. Robertson and seconded by Mr. Correia,**  
50 **with all in favor of accepting the draft form of the Amendment**  
51 **to the Master Trust Indenture, upon approval from the**  
52 **District Counsel.**

53  
54  
55 **THIRD ORDER OF BUSINESS**

**Approval of Minutes**

56  
57 • **August 26, 2009 Public Hearing and Regular Meeting**

58 Mr. Adams presented the August 26, 2009 Public Hearing and Regular Meeting Minutes  
59 for the Board's approval.

60 Line 133: add "is 209 and"

61 Line 216 and 221: remove Public Hearing and Regular

62  
63 **On MOTION by Mr. Robertson and seconded by Ms. Scott,**  
64 **with all in favor of approving the August 26, 2009 Public**  
65 **Hearing and Regular Meeting Minutes, as amended.**

66  
67  
68 • **September 9, 2009 Continued Meeting**

69 Line 245: Avia Mar to Aviamar

70 Line 245: Venetta to Veneta

71  
72 **On MOTION by Mr. Robertson and seconded by Ms.**  
73 **DiNardo, with all in favor of approving the September 9, 2009**  
74 **Continued Meeting Minutes, as amended.**

77 **FOURTH ORDER OF BUSINESS** **Other Business**

78 Ms. Barrow stated she received the summary of the debt that is due. She stated she is  
79 working with title companies to find any other liens on the properties. She estimated this could  
80 take about one (1) week. She stated they did not anticipate a large number of lienholders, or  
81 defendants, on the said properties, thus, making the process move along quicker. Mr. Gonzalez  
82 stated fewer defendants means a decrease in possible delays.

83 Mr. Adams discussed the Public Records Law regarding emails exchanged with  
84 constituents. He asked Supervisors to preserve any District related emails in the District email  
85 system and to provide their CDD email address to constituents. He noted the Supervisor can be  
86 notified by an alert sent to their regular email of any correspondence received in the District  
87 email. He provided the Board with their own email addresses and passwords. Mr. Pires noted  
88 this is to ensure emails are handled in compliance with the Public Records Law.

89  
90 **FIFTH ORDER OF BUSINESS** **Staff Reports**

91  
92 **a. Attorney**

93 There being no report, the next item followed.

94 **b. Engineer**

95 Mr. Cole presented Pay Draw #61, for the 2003 Series Bond, in the amount of \$13,000,  
96 consisting of sidewalk repairs, for the Board's consideration. He presented Draw #48 for the  
97 2005 Series Bond, for about \$72,000, consisting of bills for the pump house and the Sandpiper  
98 gatehouse. He provided the Board with an update of ongoing work. For the 2003 Bond, he  
99 noted the Campanile landscape buffer is ongoing, as well as various unpaid invoices. For the  
100 2005 Bond, he noted the uncompleted areas of 4U2, 4U3, and 5U2, in which FPL requires a  
101 Performance Guaranty Deposit for slowly developing areas. He stated this was not included in  
102 previous estimates and the work can not be completed until FPL receives their money. He  
103 explained that, following the County standards, a job is supposed to be completed within a  
104 certain timeframe; however, the County has allowed extensions for developers and the developer  
105 should obtain an extension. He stated the County is holding Maintenance Bonds to ensure the  
106 completion of the improvements. He stated this is a direct impact to the developer and the  
107 bondholders. Mr. Cole noted various landscaping projects need to be completed. He clarified

108 that most of the work at Sandpiper Gate is completed. Mr. Adams stated the current, ongoing  
109 work allows the gate to be manned. He noted it is a temporary facility.

110 **c. Manager**

111 **i. Unaudited Financial Statements as of August 31, 2009**

112 Mr. Adams presented the Unaudited Financial Statements as of August 31, 2009 for the  
113 Board's consideration. He noted the District received the last payment for the O&M off-roll  
114 assessment, which brings the Developer assessment to 100%. Ms. Scott inquired as to any  
115 outstanding landscaping invoices. Mr. Adams stated the District did not complete the summer  
116 mulching, as well as the tree trimming; thus, the line item is significantly under the adopted  
117 budget. He noted the District is currently in a good positive cash position.

118 **ii. NEXT MEETING DATE: October 28, 2009 at 9:00 A.M.**

119 Mr. Adams noted the next meeting is October 28, 2009 at 9:00 a.m.

120 **d. Operations Manager**

121 Ms. Crismond presented the Board with the Monthly Status Report. She noted the  
122 contract for Access Control Services expires on November 30<sup>th</sup> and a bid will be completed on  
123 October 19<sup>th</sup>. She noted the lake tour was completed with Lake Masters and the contract expires  
124 November 30<sup>th</sup>, with the pre-bid meeting scheduled for October 19<sup>th</sup>. She noted the Canopy Tree  
125 Reduction Program bid specifications received approval from the County. Ms. Crismond stated  
126 three (3) warnings were issued during September.

127

128 **SIXTH ORDER OF BUSINESS**

**Audience  
129 Requests**

**Comments/Supervisors'**

130

131 Mr. Carcella, a resident, inquired as to the timeframe for the foreclosure process. Mr.  
132 Robertson stated it could take anywhere from six (6) months to two (2) years. Mr. Adams stated  
133 the timing will be affected depending on the developer's response.

134 Mr. Mike Joist inquired as to the status of the current Gulf Bay-owned properties that are  
135 already built, such as the model homes. Ms. Dinardo stated the property, if there is a home on it,  
136 went to Tax Certificate sale. Mr. Adams stated the majority of empty lots that are in a well-  
137 developed neighborhood are probably on-roll.

138 Mr. Bill Kloop, a resident, questioned whether the \$400,000 of deposits with FPL would  
139 be forfeited to FPL after five (5) years and who would receive the financial impact. Mr. Adams

140 stated the funds come from the Construction Fund, which is part of the debt payment made by  
141 the District. Mr. Adams stated it is a cost of construction that you anticipate being reimbursed  
142 and utilized for future qualifying construction improvements. He stated it does not affect the  
143 annual capital assessment that you pay. Ms. Scott stated the bond on a given property is fixed  
144 and the principal or interest can not be changed.

145 A resident inquired as to possible alternatives to the guard trailer at Sandpiper Gate. Mr.  
146 Adams stated the trailer is necessary, per County codes, in order to have public access and the  
147 District is not ready to build the permanent guardhouse. Mr. Robertson stated the gate is  
148 intended to be a construction gate, only at this time.

149

150 **SEVENTH ORDER OF BUSINESS**

**Adjournment**

151

152 There being no further discussion, the meeting was adjourned at 10:00 a.m.

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**On MOTION by Mr. Correia and seconded by Mr. Robertson,  
with all in favor of adjourning at 10:00 a.m.**

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
FINANCIAL STATEMENTS  
UNAUDITED  
SEPTEMBER 30, 2009**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2009**

	General	Debt Service Series 2003	Debt Service Series 2004	Debt Service Series 2005	Capital Projects Series 2003	Capital Projects Series 2004	Capital Projects Series 2005	Total Governmental Funds
<b>ASSETS</b>								
Cash	\$ 122,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,644
Investments	-	-	-	-	-	-	-	-
Revenue A	-	225,853	50,877	39,601	-	-	-	316,331
Revenue B	-	20	-	-	-	-	-	20
Reserve A	-	1,253,705	435,052	36,019	-	-	-	1,724,776
Reserve B	-	330,313	-	-	-	-	-	330,313
Prepayment A	-	3,878	9,851	53,337	-	-	-	67,066
Prepayment B	-	3,257	-	-	-	-	-	3,257
Capitalized Interest	-	-	-	10	-	-	-	10
Construction	-	-	-	-	1,624,864	31,034	5,542,538	7,198,436
Due from Other Funds	-	-	-	-	-	-	-	-
Debt Service Fund Series 2003	-	-	-	51	-	-	-	51
Debt Service Fund Series 2004	-	-	-	37	-	-	-	37
Due from Developer	-	650,313	479,257	1,514,880	-	-	-	2,644,450
Due from Fiddler's Creek #1	332	-	-	-	-	-	4,447	4,779
Prepaid Expenses	359	-	-	-	-	-	-	359
Total Assets	<u>\$ 123,335</u>	<u>\$ 2,467,339</u>	<u>\$ 975,037</u>	<u>\$ 1,643,935</u>	<u>\$ 1,624,864</u>	<u>\$ 31,034</u>	<u>\$ 5,546,985</u>	<u>\$ 12,412,529</u>
<b>LIABILITIES AND FUND BALANCES</b>								
Liabilities								
Accounts Payable	\$ 12,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,333
Due to Other Funds	-	-	-	-	-	-	-	-
Debt Service Fund Series 2005	-	51	37	-	-	-	-	88
Due to Fiddlers I	1,879	-	-	-	-	-	-	1,879
Deferred Revenue	-	650,313	479,257	1,514,880	-	-	-	2,644,450
Total Liabilities	<u>14,212</u>	<u>650,364</u>	<u>479,294</u>	<u>1,514,880</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,658,750</u>
Fund Balances								
Reserved for:								
Debt Service	-	1,816,975	495,743	129,055	-	-	-	2,441,773
Capital Projects	-	-	-	-	1,624,864	31,034	5,546,985	7,202,883
Unreserved, Undesignated	109,123	-	-	-	-	-	-	109,123
Total Fund Balances	<u>109,123</u>	<u>1,816,975</u>	<u>495,743</u>	<u>129,055</u>	<u>1,624,864</u>	<u>31,034</u>	<u>5,546,985</u>	<u>9,753,779</u>
Total Liabilities & Fund Balances	<u>\$ 123,335</u>	<u>\$ 2,467,339</u>	<u>\$ 975,037</u>	<u>\$ 1,643,935</u>	<u>\$ 1,624,864</u>	<u>\$ 31,034</u>	<u>\$ 5,546,985</u>	<u>\$ 12,412,529</u>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED SEPTEMBER 30, 2009**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment Levy	\$ -	\$ 864,177	\$ 833,171	104%
Developer Assessment	34,723	416,676	416,676	100%
Interest & Miscellaneous Income	62	1,014	2,000	51%
Total Revenues	<u>34,785</u>	<u>1,281,867</u>	<u>1,251,847</u>	102%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisor's Fees	-	12,487	12,275	102%
Management Fees	5,487	65,849	65,849	100%
Assessment Roll Preparation	-	22,500	22,500	100%
Audit Fees	-	10,350	10,000	104%
Legal Fees	430	12,167	13,000	94%
Engineering Fees	3,558	10,653	10,000	107%
Telephone	17	207	207	100%
Postage	163	1,489	2,000	74%
Insurance	-	6,693	5,150	130%
Printing and Binding	43	518	518	100%
Legal Advertising	-	510	2,500	20%
Office Supplies and Expenses	131	750	850	88%
Annual District Filing Fee	-	175	175	100%
Trustee Fees	-	23,877	25,500	94%
Arbitrage Rebate Calculation	-	2,400	8,000	30%
Dissemination Agent	1,294	15,525	15,525	100%
Contingency	79	1,295	10,000	13%
Total Administrative	<u>11,202</u>	<u>187,445</u>	<u>204,049</u>	92%
<b>Field Management</b>				
Field Management Services	915	10,980	10,980	100%
Total Field Management	<u>915</u>	<u>10,980</u>	<u>10,980</u>	100%
<b>Water Mangement</b>				
Other Contractual	6,898	41,388	35,000	118%
Fountains	9,768	99,274	83,000	120%
Total Water Management	<u>16,666</u>	<u>140,662</u>	<u>118,000</u>	119%
<b>Street Lighting</b>				
Contractual Services	-	1,648	3,000	55%
Electricity	515	6,103	7,500	81%
Miscellaneous	-	-	1,000	0%
Total Street Lighting	<u>515</u>	<u>7,751</u>	<u>11,500</u>	67%

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED SEPTEMBER 30, 2009**

	Current Month	Year to Date	Budget	% of Budget
<b>Landscaping</b>				
Other Contractual	31,062	423,442	555,000	76%
Improvements and Renovations	1,793	9,343	40,000	23%
Contingencies	150	815	5,000	16%
Total Landscaping	<u>33,005</u>	<u>433,600</u>	<u>600,000</u>	72%
<b>Access Control</b>				
Contractual Services	28,757	165,456	171,298	97%
Rentals & Leases	460	7,512	11,606	65%
Fuel	542	4,774	4,642	103%
Repairs & Maintenance - Parts	584	3,185	3,095	103%
Repairs & Maintenance - Gate House	1,395	5,972	6,190	96%
Insurance	-	1,244	1,547	80%
Operating Supplies	1,987	16,655	12,379	135%
Total Access Control	<u>33,725</u>	<u>204,798</u>	<u>210,757</u>	97%
<b>Roadway Maintenance</b>				
Contractual Services (Street Cleaning)	1,596	18,753	21,000	89%
Roadway Maintenance	-	1,312	2,500	52%
Total Roadway Services	<u>1,596</u>	<u>20,065</u>	<u>23,500</u>	85%
<b>Irrigation</b>				
Controller Repairs & Maintenance	11	128	4,000	3%
Supply System	3,767	46,715	38,685	121%
Total Irrigation	<u>3,778</u>	<u>46,843</u>	<u>42,685</u>	110%
<b>OTHER FEES &amp; CHARGES</b>				
Property Appraiser Fees	-	11,960	13,018	92%
Tax Collector	-	15,878	17,358	91%
Total Other Fees & Charges	<u>-</u>	<u>27,838</u>	<u>30,376</u>	92%
Total Expenditures and Other Charges	<u>101,402</u>	<u>1,079,982</u>	<u>1,251,847</u>	86%
Excess/(deficiency) of revenues over/(under) expenditures	(66,617)	201,885	-	
Fund balances - beginning	175,740	(92,762)	100,404	
Fund Balances - ending	<u>\$ 109,123</u>	<u>\$ 109,123</u>	<u>\$ 100,404</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2003  
FOR THE PERIOD ENDED SEPTEMBER 30, 2009**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Interest Income	\$ -	\$ 13,339	\$ 36,200	37%
Assessment Levy	-	763,461	736,073	104%
Developer Assessment	-	783,351	1,443,301	54%
Total Revenues	<u>-</u>	<u>1,560,151</u>	<u>2,215,574</u>	70%
<b>EXPENDITURES</b>				
<b>Debt Service</b>				
A Principal Expense	-	370,000	370,000	100%
Principal Debt Prepayment A	-	25,000	-	N/A
Principal Debt Prepayment B	-	5,000	-	N/A
A Interest Expense	-	1,601,213	1,601,963	100%
B Interest Expense	-	216,631	216,775	100%
Total Debt Service	<u>-</u>	<u>2,217,844</u>	<u>2,188,738</u>	101%
<b>Other Fees &amp; Charges</b>				
Property Appraiser	-	10,566	11,501	92%
Tax Collector	-	14,029	15,335	91%
Total Other Fees & Charges	<u>-</u>	<u>24,595</u>	<u>26,836</u>	92%
Total Expenditures	<u>-</u>	<u>2,242,439</u>	<u>2,215,574</u>	101%
Excess/(deficiency) of revenues over/(under) expenditures	-	(682,288)	-	
Fund balances - beginning	<u>1,816,975</u>	<u>2,499,263</u>	<u>2,486,630</u>	
Fund Balances - ending	<u>\$ 1,816,975</u>	<u>\$ 1,816,975</u>	<u>\$ 2,486,630</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 SEPTEMBER 30, 2009**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Interest Income	\$ -	\$ 4,623	\$ 7,800	59%
Assessment Levy	-	171,573	166,086	103%
Developer Assessment	-	352,147	830,707	42%
Assessment Prepayments	8,558	8,558	-	N/A
Total Revenues	<u>8,558</u>	<u>536,901</u>	<u>1,004,593</u>	53%
<b>EXPENDITURES</b>				
<b>Debt Service</b>				
Principal Expense	-	145,000	145,000	100%
Interest Expense	-	853,200	853,538	100%
Principal Prepayment	-	10,000	-	N/A
Total Debt Service	<u>-</u>	<u>1,008,200</u>	<u>998,538</u>	101%
<b>Other Fees &amp; Charges</b>				
Property Appraiser	-	2,384	2,595	92%
Tax Collector	-	3,154	3,460	91%
Total Other Fees & Charges	<u>-</u>	<u>5,538</u>	<u>6,055</u>	91%
Total Expenditures	<u>-</u>	<u>1,013,738</u>	<u>1,004,593</u>	101%
Excess/(deficiency) of revenues over/(under) expenditures	8,558	(476,837)	-	
Fund balances - beginning	487,185	972,580	957,133	
Fund Balances - ending	<u>\$ 495,743</u>	<u>\$ 495,743</u>	<u>\$ 957,133</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 SEPTEMBER 30, 2009**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Special Assessment - On Roll	\$ -	\$ 133,818	\$ 129,024	104%
Special Assessment - Direct Bill	-	-	1,514,880	0%
Interest Income	-	15,220	21,300	71%
Assessment Prepayments	<u>49,812</u>	<u>49,812</u>	<u>-</u>	<u>NA</u>
Total Revenues	<u>49,812</u>	<u>198,850</u>	<u>1,665,204</u>	<u>12%</u>
<b>EXPENDITURES</b>				
<b>Debt Service</b>				
Principal Expense	-	495,000	495,000	100%
Interest Expense	-	2,324,700	2,331,000	100%
Principal Prepayment	-	220,000	-	N/A
Legal Fees	<u>-</u>	<u>2,343</u>	<u>-</u>	<u>N/A</u>
Total Debt Service	<u>-</u>	<u>3,042,043</u>	<u>2,826,000</u>	<u>108%</u>
<b>Other Fees &amp; Charges</b>				
Property Appraiser	-	1,852	2,016	92%
Tax Collector	<u>-</u>	<u>2,457</u>	<u>2,688</u>	<u>91%</u>
Total Other Fees & Charges	<u>-</u>	<u>4,309</u>	<u>4,704</u>	<u>92%</u>
Total Expenditures	<u>-</u>	<u>3,046,352</u>	<u>2,830,704</u>	<u>108%</u>
Excess/(deficiency) of revenues over/(under) expenditures	49,812	(2,847,502)	(1,165,500)	
Fund balances - beginning	<u>79,243</u>	<u>2,976,557</u>	<u>2,579,233</u>	
Fund Balances - ending	<u>\$ 129,055</u>	<u>\$ 129,055</u>	<u>\$ 1,413,733</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2003  
FOR THE PERIOD ENDED SEPTEMBER 30, 2009**

	<u>Current Month</u>	<u>Year to Date</u>
<b>REVENUES</b>		
Interest Income	\$ -	\$ 10,903
Total Revenues	<u>-</u>	<u>10,903</u>
 <b>EXPENDITURES</b>		
Construction Costs	<u>978</u>	<u>437,580</u>
Total Expenditures	<u>978</u>	<u>437,580</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (978)	 (426,677)
 Fund balances - beginning	 <u>1,625,842</u>	 <u>2,051,541</u>
Fund Balances - ending	<u><u>\$ 1,624,864</u></u>	<u><u>\$ 1,624,864</u></u>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2004  
FOR THE PERIOD ENDED SEPTEMBER 30, 2009**

	<u>Current Month</u>	<u>Year to Date</u>
<b>REVENUES</b>		
Interest Income	\$ -	\$ 169
Total Revenues	<u>-</u>	<u>169</u>
<b>EXPENDITURES</b>		
Construction Costs	<u>-</u>	<u>72</u>
Total Expenditures	<u>-</u>	<u>72</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	97
Fund balances - beginning	<u>31,034</u>	<u>30,937</u>
Fund Balances - ending	<u><u>\$ 31,034</u></u>	<u><u>\$ 31,034</u></u>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2005  
FOR THE PERIOD ENDED SEPTEMBER 30, 2009**

	Current Month	Year to Date
<b>REVENUES</b>		
Interest Income	\$ -	\$ 45,689
Total Revenues	<u>-</u>	<u>45,689</u>
<b>EXPENDITURES</b>		
Construction Costs	3,150	2,819,041
Total Expenses	<u>3,150</u>	<u>2,819,041</u>
Excess/(deficiency) of revenues over/(under) expenditures	(3,150)	(2,773,352)
Fund balances - beginning	<u>5,550,135</u>	<u>8,320,337</u>
Fund Balances - ending	<u><u>\$ 5,546,985</u></u>	<u><u>\$ 5,546,985</u></u>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2003 A-1  
AMORTIZATION SCHEDULE \$4,715,000**

<u>Date</u>	<u>Principal</u>	<u>Int. Rate</u>	<u>Interest</u>	<u>Total P+I</u>
11/01/2008	\$ -	-	\$ 110,250.00	\$ 110,250.00
05/01/2009	370,000.00	6.000%	110,250.00	480,250.00
11/01/2009	-	-	99,150.00	99,150.00
05/01/2010	390,000.00	6.000%	99,150.00	489,150.00
11/01/2010	-	-	87,450.00	87,450.00
05/01/2011	415,000.00	6.000%	87,450.00	502,450.00
11/01/2011	-	-	75,000.00	75,000.00
05/01/2012	440,000.00	6.000%	75,000.00	515,000.00
11/01/2012	-	-	61,800.00	61,800.00
05/01/2013	470,000.00	6.000%	61,800.00	531,800.00
11/01/2013	-	-	47,700.00	47,700.00
05/01/2014	500,000.00	6.000%	47,700.00	547,700.00
11/01/2014	-	-	32,700.00	32,700.00
05/01/2015	530,000.00	6.000%	32,700.00	562,700.00
11/01/2015	-	-	16,800.00	16,800.00
05/01/2016	560,000.00	6.000%	16,800.00	576,800.00
Total	<u>\$ 3,675,000.00</u>		<u>\$ 1,061,700.00</u>	<u>\$ 4,736,700.00</u>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2003 A-2  
\$21,670,000**

<u>Date</u>	<u>Principal</u>	<u>Int. Rate</u>	<u>Interest</u>	<u>Total P+I</u>
11/01/2008	\$ -	-	\$ 690,731.25	\$ 690,731.25
05/01/2009	-	-	690,731.25	690,731.25
11/01/2009	-	-	690,731.25	690,731.25
05/01/2010	-	-	690,731.25	690,731.25
11/01/2010	-	-	690,731.25	690,731.25
05/01/2011	-	-	690,731.25	690,731.25
11/01/2011	-	-	690,731.25	690,731.25
05/01/2012	-	-	690,731.25	690,731.25
11/01/2012	-	-	690,731.25	690,731.25
05/01/2013	-	-	690,731.25	690,731.25
11/01/2013	-	-	690,731.25	690,731.25
05/01/2014	-	-	690,731.25	690,731.25
11/01/2014	-	-	690,731.25	690,731.25
05/01/2015	-	-	690,731.25	690,731.25
11/01/2015	-	-	690,731.25	690,731.25
05/01/2016	-	-	690,731.25	690,731.25
11/01/2016	-	-	690,731.25	690,731.25
05/01/2017	625,000.00	6.375%	690,731.25	1,315,731.25
11/01/2017	-	-	670,809.38	670,809.38
05/01/2018	645,000.00	6.375%	670,809.38	1,315,809.38
11/01/2018	-	-	650,250.00	650,250.00
05/01/2019	685,000.00	6.375%	650,250.00	1,335,250.00
11/01/2019	-	-	628,415.63	628,415.63
05/01/2020	735,000.00	6.375%	628,415.63	1,363,415.63
11/01/2020	-	-	604,987.50	604,987.50
05/01/2021	780,000.00	6.375%	604,987.50	1,384,987.50
11/01/2021	-	-	580,125.00	580,125.00
05/01/2022	830,000.00	6.375%	580,125.00	1,410,125.00
11/01/2022	-	-	553,668.75	553,668.75
05/01/2023	885,000.00	6.375%	553,668.75	1,438,668.75
11/01/2023	-	-	525,459.38	525,459.38
05/01/2024	945,000.00	6.375%	525,459.38	1,470,459.38
11/01/2024	-	-	495,337.50	495,337.50
05/01/2025	1,010,000.00	6.375%	495,337.50	1,505,337.50
11/01/2025	-	-	463,143.75	463,143.75
05/01/2026	1,075,000.00	6.375%	463,143.75	1,538,143.75
11/01/2026	-	-	428,878.13	428,878.13
05/01/2027	1,145,000.00	6.375%	428,878.13	1,573,878.13
11/01/2027	-	-	392,381.25	392,381.25
05/01/2028	1,220,000.00	6.375%	392,381.25	1,612,381.25
11/01/2028	-	-	353,493.75	353,493.75
05/01/2029	1,300,000.00	6.375%	353,493.75	1,653,493.75
11/01/2029	-	-	312,056.25	312,056.25

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2003 A-2  
\$21,670,000**

<u>Date</u>	<u>Principal</u>	<u>Int. Rate</u>	<u>Interest</u>	<u>Total P+I</u>
05/01/2030	1,385,000.00	6.375%	312,056.25	1,697,056.25
11/01/2030	-	-	267,909.38	267,909.38
05/01/2031	1,475,000.00	6.375%	267,909.38	1,742,909.38
11/01/2031	-	-	220,893.75	220,893.75
05/01/2032	1,575,000.00	6.375%	220,893.75	1,795,893.75
11/01/2032	-	-	170,690.63	170,690.63
05/01/2033	1,680,000.00	6.375%	170,690.63	1,850,690.63
11/01/2033	-	-	117,140.63	117,140.63
05/01/2034	1,790,000.00	6.375%	117,140.63	1,907,140.63
11/01/2034	-	-	60,084.38	60,084.38
05/01/2035	1,885,000.00	6.375%	60,084.38	1,945,084.38
Total	<u>\$ 21,670,000.00</u>		<u>\$ 27,424,612.58</u>	<u>\$ 49,094,612.58</u>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2003 B  
\$9,905,000**

<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Total P+I</u>
11/01/2008	\$ -	-	\$ 108,387.50	\$ 108,387.50
05/01/2009	-	-	108,387.50	108,387.50
11/01/2009	-	-	108,387.50	108,387.50
05/01/2010	-	-	108,387.50	108,387.50
11/01/2010	-	-	108,387.50	108,387.50
05/01/2011	-	-	108,387.50	108,387.50
11/01/2011	-	-	108,387.50	108,387.50
05/01/2012	-	-	108,387.50	108,387.50
11/01/2012	-	-	108,387.50	108,387.50
05/01/2013	3,770,000.00	5.750%	108,387.50	3,878,387.50
Total	<u>\$3,770,000.00</u>		<u>\$1,083,875.00</u>	<u>\$4,853,875.00</u>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2004  
\$17,905,000**

Date	Principal	Int. Rate	Interest	Total P+I
11/01/2008	\$ -	-	\$ 426,768.75	\$ 426,768.75
05/01/2009	145,000.00	6.750%	426,768.75	571,768.75
11/01/2009	-	-	421,875.00	421,875.00
05/01/2010	155,000.00	6.750%	421,875.00	576,875.00
11/01/2010	-	-	416,643.75	416,643.75
05/01/2011	165,000.00	6.750%	416,643.75	581,643.75
11/01/2011	-	-	411,075.00	411,075.00
05/01/2012	180,000.00	6.750%	411,075.00	591,075.00
11/01/2012	-	-	405,000.00	405,000.00
05/01/2013	190,000.00	6.750%	405,000.00	595,000.00
11/01/2013	-	-	398,587.50	398,587.50
05/01/2014	205,000.00	6.750%	398,587.50	603,587.50
11/01/2014	-	-	391,668.75	391,668.75
05/01/2015	215,000.00	6.750%	391,668.75	606,668.75
11/01/2015	-	-	384,412.50	384,412.50
05/01/2016	235,000.00	6.750%	384,412.50	619,412.50
11/01/2016	-	-	376,481.25	376,481.25
05/01/2017	250,000.00	6.750%	376,481.25	626,481.25
11/01/2017	-	-	368,043.75	368,043.75
05/01/2018	265,000.00	6.750%	368,043.75	633,043.75
11/01/2018	-	-	359,100.00	359,100.00
05/01/2019	285,000.00	6.750%	359,100.00	644,100.00
11/01/2019	-	-	349,481.25	349,481.25
05/01/2020	305,000.00	6.750%	349,481.25	654,481.25
11/01/2020	-	-	339,187.50	339,187.50
05/01/2021	325,000.00	6.750%	339,187.50	664,187.50
11/01/2021	-	-	328,218.75	328,218.75
05/01/2022	350,000.00	6.750%	328,218.75	678,218.75
11/01/2022	-	-	316,406.25	316,406.25
05/01/2023	375,000.00	6.750%	316,406.25	691,406.25
11/01/2023	-	-	303,750.00	303,750.00
05/01/2024	400,000.00	6.750%	303,750.00	703,750.00
11/01/2024	-	-	290,250.00	290,250.00
05/01/2025	425,000.00	6.750%	290,250.00	715,250.00
11/01/2025	-	-	275,906.25	275,906.25
05/01/2026	455,000.00	6.750%	275,906.25	730,906.25
11/01/2026	-	-	260,550.00	260,550.00
05/01/2027	490,000.00	6.750%	260,550.00	750,550.00
11/01/2027	-	-	244,012.50	244,012.50
05/01/2028	525,000.00	6.750%	244,012.50	769,012.50
11/01/2028	-	-	226,293.75	226,293.75
05/01/2029	560,000.00	6.750%	226,293.75	786,293.75

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2004  
\$17,905,000**

Date	Principal	Int. Rate	Interest	Total P+I
11/01/2029	-	-	207,393.75	207,393.75
05/01/2030	600,000.00	6.750%	207,393.75	807,393.75
11/01/2030	-	-	187,143.75	187,143.75
05/01/2031	640,000.00	6.750%	187,143.75	827,143.75
11/01/2031	-	-	165,543.75	165,543.75
05/01/2032	685,000.00	6.750%	165,543.75	850,543.75
11/01/2032	-	-	142,425.00	142,425.00
05/01/2033	735,000.00	6.750%	142,425.00	877,425.00
11/01/2033	-	-	117,618.75	117,618.75
05/01/2034	785,000.00	6.750%	117,618.75	902,618.75
11/01/2034	-	-	91,125.00	91,125.00
05/01/2035	840,000.00	6.750%	91,125.00	931,125.00
11/01/2035	-	-	62,775.00	62,775.00
05/01/2036	900,000.00	6.750%	62,775.00	962,775.00
11/01/2036	-	-	32,400.00	32,400.00
05/01/2037	960,000.00	6.750%	32,400.00	992,400.00
Total	<u>\$12,645,000.00</u>		<u>\$16,600,275.00</u>	<u>\$29,245,275.00</u>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2005  
\$38,850,000**

Date	Principal	Int. Rate	Interest	Total P+I
11/01/2008	\$ -	-	\$ 1,165,500.00	\$ 1,165,500.00
05/01/2009	495,000.00	6.000%	1,165,500.00	1,660,500.00
11/01/2009	-	-	1,150,650.00	1,150,650.00
05/01/2010	515,000.00	6.000%	1,150,650.00	1,665,650.00
11/01/2010	-	-	1,135,200.00	1,135,200.00
05/01/2011	555,000.00	6.000%	1,135,200.00	1,690,200.00
11/01/2011	-	-	1,118,550.00	1,118,550.00
05/01/2012	590,000.00	6.000%	1,118,550.00	1,708,550.00
11/01/2012	-	-	1,100,850.00	1,100,850.00
05/01/2013	625,000.00	6.000%	1,100,850.00	1,725,850.00
11/01/2013	-	-	1,082,100.00	1,082,100.00
05/01/2014	655,000.00	6.000%	1,082,100.00	1,737,100.00
11/01/2014	-	-	1,062,450.00	1,062,450.00
05/01/2015	695,000.00	6.000%	1,062,450.00	1,757,450.00
11/01/2015	-	-	1,041,600.00	1,041,600.00
05/01/2016	735,000.00	6.000%	1,041,600.00	1,776,600.00
11/01/2016	-	-	1,019,550.00	1,019,550.00
05/01/2017	785,000.00	6.000%	1,019,550.00	1,804,550.00
11/01/2017	-	-	996,000.00	996,000.00
05/01/2018	830,000.00	6.000%	996,000.00	1,826,000.00
11/01/2018	-	-	971,100.00	971,100.00
05/01/2019	880,000.00	6.000%	971,100.00	1,851,100.00
11/01/2019	-	-	944,700.00	944,700.00
05/01/2020	930,000.00	6.000%	944,700.00	1,874,700.00
11/01/2020	-	-	916,800.00	916,800.00
05/01/2021	990,000.00	6.000%	916,800.00	1,906,800.00
11/01/2021	-	-	887,100.00	887,100.00
05/01/2022	1,045,000.00	6.000%	887,100.00	1,932,100.00
11/01/2022	-	-	855,750.00	855,750.00
05/01/2023	1,110,000.00	6.000%	855,750.00	1,965,750.00
11/01/2023	-	-	822,450.00	822,450.00
05/01/2024	1,180,000.00	6.000%	822,450.00	2,002,450.00
11/01/2024	-	-	787,050.00	787,050.00
05/01/2025	1,250,000.00	6.000%	787,050.00	2,037,050.00
11/01/2025	-	-	749,550.00	749,550.00
05/01/2026	1,325,000.00	6.000%	749,550.00	2,074,550.00
11/01/2026	-	-	709,800.00	709,800.00
05/01/2027	1,405,000.00	6.000%	709,800.00	2,114,800.00
11/01/2027	-	-	667,650.00	667,650.00
05/01/2028	1,485,000.00	6.000%	667,650.00	2,152,650.00
11/01/2028	-	-	623,100.00	623,100.00
05/01/2029	1,570,000.00	6.000%	623,100.00	2,193,100.00
11/01/2029	-	-	576,000.00	576,000.00

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2005  
\$38,850,000**

Date	Principal	Int. Rate	Interest	Total P+I
05/01/2030	1,670,000.00	6.000%	576,000.00	2,246,000.00
11/01/2030	-	-	525,900.00	525,900.00
05/01/2031	1,770,000.00	6.000%	525,900.00	2,295,900.00
11/01/2031	-	-	472,800.00	472,800.00
05/01/2032	1,875,000.00	6.000%	472,800.00	2,347,800.00
11/01/2032	-	-	416,550.00	416,550.00
05/01/2033	1,985,000.00	6.000%	416,550.00	2,401,550.00
11/01/2033	-	-	357,000.00	357,000.00
05/01/2034	2,110,000.00	6.000%	357,000.00	2,467,000.00
11/01/2034	-	-	293,700.00	293,700.00
05/01/2035	2,240,000.00	6.000%	293,700.00	2,533,700.00
11/01/2035	-	-	226,500.00	226,500.00
05/01/2036	2,370,000.00	6.000%	226,500.00	2,596,500.00
11/01/2036	-	-	155,400.00	155,400.00
05/01/2037	2,515,000.00	6.000%	155,400.00	2,670,400.00
11/01/2037	-	-	79,950.00	79,950.00
05/01/2038	2,665,000.00	6.000%	79,950.00	2,744,950.00
Total	<u>\$38,850,000.00</u>		<u>\$45,822,600.00</u>	<u>\$84,672,600.00</u>

# Fiddler's Creek Community Development District #2

## FISCAL YEAR 2010 MEETING CALENDAR

The Board of Supervisors of the Fiddler's Creek Community Development District #2 will hold Regular Meetings for Fiscal Year 2010 at **9:00 a.m.**, unless otherwise indicated, at the **Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114**, on the following dates:

OCTOBER 2009						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER 2009						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER 2009						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**Landowner's Meeting: 8:30 a.m.**

**Regular Meeting: 9:00 a.m.**

JANUARY 2010						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 2010						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH 2010						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2010						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY 2010						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE 2010						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

*approve FY2011 Proposed Budget*

JULY 2010						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST 2010						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER 2010						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

*adopt FY2011 Proposed Budget*

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

**Call-in number: 1-888-354-0094**

**Conference ID: 8593810**