

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

The Regular Meeting of the Board of Supervisors of the Fiddler's Creek Community Development District #1 was scheduled to be held on **Wednesday, June 24, 2009 at 9:30 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.**

**Present at the meeting were:**

Phillip Brougham	Chairman
James Curland	Vice Chairman
Jim Schutt	Assistant Secretary
James Robertson	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Crismond	Assistant Regional Manager
Terry Cole	District Engineer
Anthony Pires	District Counsel
Mike Charbonneau	Security
Tony DiNardo	Gulf Bay Properties
Julio Aponte (via telephone)	Trustee Counsel
Eileen Robertson	Resident
Michelle Blackstock (via telephone)	Grau and Associates

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

The meeting was called to order at 11:03 a.m. Mr. Adams announced that all Supervisors were present at Roll Call, with the exception of Mr. Slater. Mr. Adams stated that Mr. Robertson was not yet in the room, but would be attending.

- **Discussion: Authorize Engagement of Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. as Special Counsel for Foreclosure Representation**

***\*\*\*This item was an addition to the Agenda.\*\*\****

***\*\*\* Supervisor Robertson joined the meeting.\*\*\****

Mr. Brougham stated that the Board Members listened to the discussion earlier in the CDD #2 meeting between District #2's Board, the Developer, and the Attorney, regarding the request by the Bondholders to institute foreclosure proceedings in CDD #2. He reported that,

after lengthy discussion, the CDD #2 Board decided that it does not have Foreclosure counsel in order to take foreclosure action; therefore, they elected, and the Bondholder's attorney agreed, to a continuance of their meeting to July 8, 2009, to give the Developer sufficient time to pursue the 90-day Forbearance Agreement with the Bondholder and allow the CDD to finalize engagement of Foreclosure counsel. Mr. Brougham said, in light of this, he felt the Board of CDD #1 should have brief discussion and decide whether to follow CDD #2's action, or not.

Mr. Curland said he saw no reason why the Board should not continue the meeting and issue the Engagement Letter. Mr. Brougham said, in his view, it was a wise move to approve the Engagement Letter for Foreclosure counsel.

Mr. Schutt said he was not sure the Board needed to continue the meeting. He stated that, to his understanding, the Board is obliged to follow Bondholder Counsel's direction and initiate foreclosure action; therefore, the Board simply needs to agree to engage Foreclosure Counsel and initiate foreclosure action.

Mr. Robertson said, in his opinion, taking action to initiate a foreclosure action that day would not accomplish what the Board is trying to achieve, which is to get Mr. Reagan, the Bondholder and the Developer to come to a Forbearance Agreement.

Mr. Schutt said he heard that the Trustees are unwilling to wait 30, 60 or 90 days, before initiation of the foreclosure process; also, there was no indication that within one (1) week, a Forbearance Agreement would be finalized. He stated that if the Forbearance Agreement is finalized at any time after the initiation of foreclosure action, then the pursuit of foreclosure will be abated.

Mr. Aponte said that Mr. Schutt's statement is absolutely correct. He stated that if the Board wishes to authorize foreclosure that day, he would be agreeable to this; however, if the Board wishes to follow CDD #2's action, engage Foreclosure counsel and continue the meeting, he would also be agreeable with this, as well.

Mr. Brougham asked which Bonds are in question or in technical default, as it relates to CDD #1. Mr. Aponte said he does not have the exact information in front of him; however, he believed that the 1999, 2002 and 2005 Series bonds are all delinquent. Mr. Adams said this is correct. He distributed a letter from U.S. Bank indicating that for the Series 2002 A and B, they did withdraw funds from the Debt Service Reserve Fund to make the May 1<sup>st</sup> payment. Mr. Aponte explained that, when assessments are not paid by the landowner, this triggers the

fiduciary responsibility of the District to commence foreclosure proceedings. Mr. Brougham recalled that some discussions were held with the Developer's representative and Mr. Reagan; however, neither party had officially signed an agreement. Mr. Aponte said, to his knowledge, some conversations were held with the Bondholders and some terms were emailed to the developer; however, there has been no agreement by any side, so far. Mr. Brougham commented that the Board should authorize the District Manager to sign an Engagement Letter with the firm of Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., to represent the District in any foreclosure actions that may ensue. Also, he felt it was prudent that the Board follow the direction of CDD #2 and allow two (2) weeks for new Foreclosure Counsel to come up to speed and, more importantly, for the Bondholders/Developer to finalize the Forbearance Agreement.

Mr. Schutt said, in his view, this was an open and shut matter. He pointed out that the Board could say "Yes" to initiate foreclosure action in two (2) weeks, if there is no forbearance agreement; therefore, he did not see any need for another meeting.

**On MOTION by Mr. Brougham and seconded by Mr. Curland, with all in favor of authorizing Staff to engage the firm of Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., to represent CDD #1 in any future foreclosure action.**

## SECOND ORDER OF BUSINESS

### Staff Report: Engineer

Mr. Cole presented Pay Draw 35 for the 2005 Series Bond, for approximately \$182,000. He stated that about \$21,000 was related to work on the handicap mats. Also, there was about \$48,000 related to the preserve clearing, which has been an ongoing effort. He advised that Staff is working on the next steps for future spraying, maintenance activities and inspections by the County. Mr. Cole added that about \$52,000 was related to the fountains put in at the entry lakes. Also, Professional Fees and the Developer Fee were also included in this draw.

**\*\*\*Mr. Cole left the meeting.\*\*\***

Mr. Brougham asked which Supervisors will be present if the meeting is continued to July 8<sup>th</sup>. Mr. Brougham said he will not be present. He stated that Mr. Slater will need to be contacted. Mr. Brougham said if Mr. Slater cannot attend, he will fly back to be present for the meeting. Mr. Adams stated that Staff will try to contact Mr. Slater as soon as possible.

**THIRD ORDER OF BUSINESS****Presentation of Audited Financial Report  
for Fiscal Year Ended September 30,  
2008, Prepared by Grau & Associates**

Michelle Blackstock, of Grau & Associates, presented the Audited Financial Report for Fiscal Year ended September 30, 2008. She stated that the Independent Auditor's Report presented a clean, unqualified opinion. She referred to Page 4 and advised that the 1999 B, 2002 A and B Debt Service payments have been rescinded by the Trustee and that the 2005 Debt Service Reserve has been drawn down by about \$660,000, to make the May scheduled Debt Service payment. She also referred to Page 6 and indicated that, at year end, the total Net Assets were approximately \$3.2 million. Ms. Blackstock briefly summarized the fund balances and Statement of Revenues and Expenditures.

Mr. Brougham referred to Page 13 to language stating: "Assessments are non ad valorem assessments on all platted lots within the District." He stated that there is a significant amount of land convertible to ERUs that is not platted. He asked whether non ad valorem assessments did not apply to these. Ms. Blackstock said the wording in this section is usually the same for all Districts; however, her firm can consult the Assessment Methodology Report. She added that usually, if the wording needs to be changed, the attorneys will advise of this. Mr. Pires agreed that the wording needed to be revised to reflect "platted and unplatted parcels." Mr. Adams said he would prefer to use the term "equivalent residential units" instead of "unplatted lots". Mr. Pires suggested revising the language to state, "Assessments are non ad valorem assessments on real property within the District." Mr. Brougham requested that a paragraph be reworked so it is specific to the CDD and how it is currently billing and collecting its assessments for O&M and for Bonds. Ms. Blackstock continued the summary of the Audit Report.

Mr. Brougham referred to Page 16, to language concerning Custodial Risk, which stated, "The District has no formal policy for Custodial Risk. The Money Market Mutual Funds are not evidenced by securities that exist in physical or book entry form." Mr. Brougham asked whether this is standard practice. Ms. Blackstock replied affirmatively and said, usually, Money Market and other funds and treasuries are held by the Trustee.

Mr. Schutt referred to Page 18, to language concerning Series 1999 Bond, stating that "The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements." Mr. Schutt said he was not aware of the

District's obligation to do this. Mr. Pires said this is a requirement and that special assessments are levied against benefited property owners. He added that the District is obligated to levy sufficient assessments to pay the debt service interest and principal. Mr. Adams added that as long as residents are current on paying the tax bill, they will not be re-assessed for delinquencies related to the debt service assessment.

Mr. Brougham referred to page 22, to language stating, "The District's financial condition is deteriorating." He commented that this statement seems to be blunt and subjective. He asked whether there is criteria imposed on the District to make this statement and said he is uncomfortable with this language. Ms. Blackstock replied that, as of year end, her firm is required, by the Auditor General, to do a Financial Condition Assessment. She pointed out that as of September 30, 2008, there were no deteriorating conditions noted; however, subsequent to the year end, this finding occurred because of the two (2) bonds being rescinded, the draw down on the reserve and the fact that the Developer has not paid a portion of the debt service payment. She explained there are certain things that the firm has to examine, along with a formula and calculation, that compares this District to others of the same size. Any indication of unfavorable conditions will lead to the statement of a deteriorating financial condition.

It was stated that the regular numeral 1 should be used instead of Roman numeral 1 in reference to the District on the Audit Report.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2009-11, Accepting the Audited Financial Report for Fiscal Year Ended September 30, 2008**

**On MOTION by Mr. Brougham and seconded by Mr. Schutt, with all in favor of adopting Resolution 2009-11, Accepting the Audited Financial Report for Fiscal Year Ended September 30, 2008, as modified.**

**FIFTH ORDER OF BUSINESS**

**Discussion/Consideration: Agreement for Professional Landscape Architectural Services from JRL Design**

Mr. Schutt asked why the Board was considering this proposal. Mr. Brougham said, in his opinion, the reasons for doing this are to avoid any potential conflict and/or misunderstanding

on the part of the future contractor that will come in to do tree trimming, because he will be provided detailed specifications for how the work should be done; and to have an outside professional landscape architect experienced in the County's Land Development Code, who can ensure efforts are executed in accordance with industry standards and County standards. He recalled that it was previously suggested to have an outsider come in once the job is complete to say whether the job was performed per specifications. Mr. Brougham explained that Tru-Green will take care of the palm trimming on CDD right-of-ways, obstruction pruning; however, they are not thinning any canopies or hardwood trees. He added that the Canopy Pruning Program is specifically to trim or prune canopies of hardwood and ficus trees, per County standards, up to 30%.

Mr. Schutt asked whether this proposal is designed to create a tree trimming standard. It was stated that this proposal is specific to exotics, large canopy trees, such as black olives and mahoganies, and large and small flowering trees. Mr. Schutt asked what the District would receive from the County after these standards are set. It was stated that the firm will go to the County when the work is completed, in order to try and get them on board with these standards. Mr. Brougham said, if the Board goes forward with the pruning program, he would recommend having another meeting with "the same people", as several months ago, along with the contractors. Mr. Schutt asked how long the work would take once the firm is engaged. It was stated that the work will take a month and a half to complete. Mr. Adams advised that the canopy pruning budget is \$50,000 for the current year and is also proposed to be the same for 2010. Mr. Brougham asked if the Board Members had any problem with performing tree pruning this year. Mr. Schutt said he had a problem with this work. Mr. Brougham announced that there were three (3) Yes's and one (1) No. Mr. Pires said the good thing about establishing this program is, if the County agrees with this program and then has a change in personnel or change in approach in the future, this standard will provide a good vehicle to do a public petition to the County Commission to not engage in any potential Code enforcement action. Mr. Schutt commented that, in his view, if a tree is encroaching against a property or has falling limbs, he agrees with the need to trim; however, simply deciding to trim ficus trees is not an exact science. He said the point is there are many ficus trees on the property that will cost thousands of dollars to trim "just because they are ficus trees." He reiterated that he thought this was an imprecise science, costing

thousands of dollars over the life of the community. Mr. Brougham said if a ficus tree blows down, it will be removed, but it must be replaced.

**On MOTION by Mr. Brougham and seconded by Mr. Schutt, with all in favor of approving the proposal from JRL Design for Landscape Architectural Services in the amount of \$6,600, with the revisions, as noted, in the CDD #2 Contract.**

Mr. Brougham recalled that he asked Mr. Adams to prepare a fact sheet for potential discussion with regard to on-roll and off-roll assessments and with respect to Developer assessments. He indicated that he prepared a sheet with comments pro and con on this subject. Mr. Brougham distributed the document and asked that the Board members review these, double check for accuracy with Mr. Pires or Mr. Adams and begin to form some opinions; however, he did not wish to discuss this today. Mr. Adams asked for comments and/or a final decision about on-roll and off-roll assessments no later than the July meeting.

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

#### **Continued Discussion: Proposed Budget for Fiscal Year 2010**

Mr. Adams presented the Proposed Budget for 2010.

Mr. Adams highlighted that there is a significant reduction in interest earnings due to the changed market conditions.

Mr. Schutt asked, "Is it time to think about the precipitous nature of what the Developer is going to do? For example, if he does not continue to pay off-roll assessments. When we decide what we are going to assess the landowners, we have to factor that in." Mr. Adams replied that the Developer is current with payments right now. Mr. Schutt said the Board has to figure out what its cash flow will be in the contingency that the Developer's off-roll payment is not made. He added, at the first indication that the Developer may not pay, the Board will have to pay more money and levy a special assessment to maintain the CDD. Mr. Brougham agreed and said the Board will not have certainty; therefore, by next month, it will be time to determine whether to budget for worst-case, half worst-case or the best-case scenario. If the Developer should not pay its off-roll payment, the Board can then go to a special assessment; however, he would rather not

put this burden on homeowners, without absolute certainty that the off-roll payment will not be made.

Mr. Adams said Management Fees will remain the same.

Mr. Brougham asked Staff to provide confirmation that Mr. Pires and Mr. Cole will keep their fees the same.

Mr. Schutt said, after looking at the actuals, the question is, "Are there things that can be done to reduce expenses?" Mr. Brougham asked for suggestions to reduce expenses.

Mr. Adams said that the Lake Maintenance Contract is a multiple-year contract and, under the current economic conditions, he expected the same budget, or less. With regard to the fountains item, Mr. Adams stated that the write-up needs to be revised to match the numbers; the numbers are consistent with the anticipated operating cost of the new fountains.

Mr. Brougham referred to electricity, with regard to street lighting and fountains, and asked if Management had any discussions with FPL regarding discounts. Mr. Adams replied that the current electrical program on street lights is on a per pole basis and on a "street lighting" schedule approved by the Public Service Commission. The cost is determined based upon the type, wattage and lumen rating and is charged on a flat rate basis, per light/per month.

Mr. Brougham asked Mr. Adams to contact FPL to investigate other cost savings programs. He also asked whether Mr. Adams could investigate any potential cost savings from shutting off every other street light.

Mr. Schutt said it looked like costs for improvements and renovations could be cut. He asked why there is a need to keep improving, if the District is wonderful as is. Mr. Adams said the CDD needs to keep re-investing in its program, as it is a living element which has life expectancy. Mr. Brougham explained that this category exists because certain trees and shrubbery need to be replaced when they die. Mr. Schutt said he disagreed and commented that, in his view, the District is over landscaped, as it is. Mr. Brougham stated that the CDD Board is obligated to maintain a certain palate. Mr. Schutt disagreed. He commented that the palate has changed and there is a moving standard in the District. He commented that there are areas where there are so many trees; parts of the District looked like a forest. He commented that every time a discussion starts about reducing costs, it goes nowhere. He said he wanted to institute the mentality that says there is no money; so therefore, caution should be used in spending. The Board votes for any major expenditure and he did not see where this Board has spent money it



does not have over the past year. Mr. Curland said he did not think the \$50,000 was enough. He suggested \$75,000. Mr. Robertson suggested \$100,000. Mr. Brougham said he would go along with \$100,000. It was decided to leave this as is.

Mr. Adams stated that he did not expect any major variance on the Access Control "Other Contractual" cost. He stated he received a commitment that the Contractor will keep its rates the same, on an hourly basis, assuming that the District continues to use their services. He added, if the District elected to go out to bid and secured a better price, the budgeted amount would be the worst-case scenario. Mr. Brougham suggested that the Championship Drive Gate go unmanned. He pointed out that the Board made a significant investment in cameras and bar code readers. He said doing this should save several thousands of dollars and he did not think this would detract from the security service. Mr. Adams spoke of the easement for the Golf Course. Mr. Brougham recalled that he received a letter from Chris Major, on behalf of Mass Mutual, stating that unimpeded access would not be impaired if the CDD went unmanned at that gate. Mr. Robertson said that unmanning the Championship Drive Gate will affect unimpeded access and recommended going back to negotiating a new three (3)-party agreement between the District, the Developer and the owner of The Rookery. Mr. Pires said, if either party agrees that a particular approach qualifies as unimpeded access, then he would be comfortable with this. Mr. Brougham reiterated that he had a signed, written communication from Chris Major stating that unmanning the Championship Drive Gate does not impair this Agreement. Mr. Pires said he did not believe the District needed to be a party to an agreement. Mr. Adams asked if it would be appropriate to enter into a formal agreement. Mr. Pires commented that the phrase "unimpeded access" is not defined in the Agreement between the Developer and Mass Mutual.

Mr. Pires recalled that two (2) years ago, the discussion was to man the Championship Drive Gate until everyone transitions to the new gate, with the final intent of going unmanned. Mr. Brougham said to his knowledge, the consensus, from residents in communities all along Championship Drive, is that they want traffic reduced along this street.

**On MOTION by Mr. Brougham and seconded by Mr. Schutt, with all, except Mr. Robertson, in favor of authorizing Staff to prepare a Budget that presumes the Board is unmanning the Championship Drive Gate. (Motion passed 3-1)**

A resident voiced concern about landscape companies coming in through the main gate and questioned why these trucks should be driving through the communities.

Mr. Brougham suggested a motion authorizing Mr. Pires to contact the principals at Mass Mutual or The Rookery to get an agreement as to whether or not unmanning the Championship Drive Gate will impair unimpeded access. Mr. Pires said his only concern is that asking for a formal agreement concedes there is an issue, or implies there is a doubt about the CDD's rights. Mr. Brougham asked Mr. Charbonneau how long it would take to implement unmanning Championship Drive. Mr. Charbonneau said 30 days would be required. Mr. Brougham asked whether the beginning of the next fiscal year, starting in October, would be acceptable. Mr. Charbonneau responded affirmatively. He voiced concern that unmanning the Championship Drive Gate will shift the workload and heavier traffic to Sandpiper Drive gate. He said he would have opted to unman Sandpiper Drive, based on the traffic numbers.

Mr. Schutt suggested doing away with day patrol. He said he believed the security of the community was determined by the gated community; the average citizen does not know they have free access and does not go in and out of gated communities at random. He commented that the day patrol provides "an illusion of security"; however, he did not think this day patrol provides value and commented that his home did not get ten (10) passes from the security car.

Mr. Robertson recalled that about 500 people were sitting in this room one (1) month earlier and about 95% were in favor of leaving the day patrol vehicle. Mr. Schutt said there were not 500 people at the meeting; secondly, most of them did not vote and they did not represent the 3,200 people around the community. He said the people he spoke with said "the security is an illusion and we are wasting our money." Mr. Schutt reiterated that the day patrol does not affect security in the least.

Eileen Robertson commented that the daytime patrol vehicle carries the defibrillator and also responds to anyone who might have a heart attack. Mr. Robertson asked Mr. Charbonneau how many medical emergencies the daytime patrol addressed over the past year. Mr. Charbonneau replied that, year-to-date, the daytime patrol responded to 33 medical emergencies. Mr. Brougham said he did not endorse eliminating the daytime patrol.

Mr. Schutt suggested cutting out street sweeping. Mr. Adams said currently, street sweeping is done twice per month; however, this could be cut by 50% or once a month. Mr. Brougham agreed to cut this in half and suggested not sweeping during the rainy season, from

June to October. Mr. Robertson commented that streets were swept not only to keep the streets clean, but to remove debris so it does not enter the drains during storm events. Mr. Adams agreed, but said at this stage of development, this service is mostly for aesthetics. Mr. Pires pointed out that per the National Pollution Discharge Elimination Services (NPDES), a federal government program, advises that street sweeping also prevents pollutants from building up on the roadways, which adversely affect water quality. Mr. Brougham suggested leaving this item, but reducing the frequency of sweeping.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Change Order #1 from Tru-Green Landcare for Landscape Maintenance**

Mr. Brougham advised that this memorializes Tru-Green's commitment not to increase fees for next year.

**On MOTION by Mr. Brougham and seconded by Mr. Schutt, with all in favor of approving Change Order #1 from Tru-Green Landcare, which keeps the contract value the same for next year.**

**EIGHTH ORDER OF BUSINESS**

**Continued Discussion: Bond Restructure**

Mr. Brougham deferred this item.

**NINTH ORDER OF BUSINESS**

**Consideration of New Bond Counsel**

Mr. Adams indicated that he provided a copy of an Engagement Letter for the firm of Akerman Senterfitt and advised that the representative would be Michael William.

**On MOTION by Mr. Brougham and seconded by Mr. Schutt, with all in favor of directing Staff to sign an Engagement Letter with Akerman Senterfitt to represent the District as new Bond Counsel.**

**TENTH ORDER OF BUSINESS**

**Discussion Regarding O & M Projects "On Hold"**

Ms. Crismond advised that the Canopy Tree Reduction Program costs are unknown until bids are received. Mr. Brougham said that work on Club Center Drive and Cherry Oaks can remain on hold.

Ms. Crismond recalled that an area along Championship Drive, in Mulberry, was discussed with Tru-Green. Mr. Brougham explained that this concerned an area where the grass was no longer growing. He recalled that the Board's recommendation was to remove the weeds and install mulch and fountain grass. Mr. Brougham asked if there were any objections to going forward with this work for \$1,400. There were no objections.

Mr. Brougham recalled previous discussion about ficus trimming at Deer Crossing. It was decided that the Board would hold off on this, as it will be covered under the new proposal for canopy tree trimming.

Ms. Crismond recalled previous discussion about the Street Light/Signage Repainting Program. She said this is largely an aesthetic improvement item covering decorative signage, bases, and lamp holders. Mr. Robertson suggested going ahead with this work first on Championship Drive and Fiddlers' Creek Parkway. The Board members agreed.

Ms. Crismond advised that the north floating fountain has broken PVC piping and the south floating fountain was totally covered with barnacles and was taken back to the manufacturer for repairs.

**ELEVENTH ORDER OF BUSINESS****Approval of Minutes****• May 13, 2009 Continued Meeting**

Corrections were provided to the minutes as follows:

Line 28 and throughout: Replace O'Hye with Ohye.

Line 31 and throughout: Replace Fortunoff with Portnoff.

Line 36 and throughout: Replace Westfall with Westhall.

Line 36: Insert Fritz after Jesse.

Line 47: Include verbatim statement of Mr. Parisi's comments.

Line 68: Replace 20 with 120.

Line 153 and throughout: Replace Toscada with Cascada.

Line 170: Insert Fritz after Jesse.

- Line 221 & 229: Insert Mehl after Walter.
- Line 228: Replace cannot with not.
- Line 229 & 231: Replace Bond with Loan.
- Line 239: Replace Peppertree with Pepper Tree.

**On MOTION by Mr. Brougham and seconded by Mr. Schutt, with all in favor of approving the May 13, 2009 Continued Meeting Minutes, as corrected.**

- **May 27, 2009 Regular Meeting**  
Corrections were provided to the minutes as follows:
  - Line 115: Replace Mayor with Mehl.
  - Line 128: Replace is with has been.
  - Line 162: Replace Shiago with Schiavo.
  - Line 195: Replace A resident with Jesse Fritz.
  - Line 196: Replace care for with know.
  - Line 256: Replace taxes with assessments.

**On MOTION by Mr. Brougham and seconded by Mr. Schutt, with all in favor of approving the May 27, 2009 Regular Meeting Minutes, as corrected.**

**TWELFTH ORDER OF BUSINESS                      Other Business**

There being no Other Business, the next item followed.

**THIRTEENTH ORDER OF BUSINESS              Staff Reports**

- a. **Attorney**  
There being no report, the next item followed.
- b. **Manager**
  - i. **Unaudited Financial Statements as of May 31, 2009**  
Mr. Adams presented the Unaudited Financial Statements as of May, 2009.

- ii. **NEXT MEETING DATE:** July 22, 2009 at 9:30 A.M., *or immediately following the Fiddler's Creek Community Development District #2 meeting*
- c. **Operations Manager**

There being no report, the next item followed.


<b>FOURTEENTH ORDER OF BUSINESS</b>	<b>Audience Request</b>	<b>Comments/Supervisors'</b>
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There being no Audience Comments or Supervisors' Requests, the next item followed.

<b>FIFTEENTH ORDER OF BUSINESS</b>	<b>Adjournment</b>
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**On MOTION by Mr. Brougham and seconded by Mr. Curland, with all, except Mr. Schutt, in favor of continuing the meeting to July 8, 2009 at 9:30 A.M. (Motion passed 3-1)**

The meeting was continued at 1:07 p.m.

  
 Secretary/Assistant Secretary

  
 Chairman/Vice Chairman