

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

A Regular Meeting of the Board of Supervisors of the Fiddler's Creek Community Development District #1 was held on **Wednesday, October 28, 2009 at 8:00 a.m.**, at the **Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.**

Present at the meeting and constituting a quorum were:

Phillip Brougham (via telephone)	Chairman
James Curland	Vice Chairman
Jim Schutt	Assistant Secretary
James Robertson	Assistant Secretary
Robert Slater	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Crismond	Operations Manager
Terry Cole	District Engineer
Daniel Abbott	Weiss Serota, et al.
Tony Pires	District Counsel
Mike Charbonneau	Director Safety, Fiddler's Creek Foundation
Ron Albeit	GM, Fiddler's Creek Foundation
Manuel Correia	Supervisor, Fiddler's Creek CDD #2
Gretchen Scott	Supervisor, Fiddler's Creek CDD #2
Peggy Schmitt	Supervisor, Fiddler's Creek CDD #2
Victoria DiNardo	Supervisor, Fiddler's Creek CDD #2
Al Love	Resident
Ellen Courtemanche	Resident
Kathleen Smith	Resident
Roy Wagner	Resident
Rhona Lake	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

The meeting was called to order at 8:00 a.m. Mr. Adams announced that all Supervisors were present at Roll Call, with Supervisor Brougham present by telephone.

SECOND ORDER OF BUSINESS

Discussion/Consideration: Gate Traffic Issue, Interlocal Relationship/Decision Making Between CDDs

- **Executive Summary**

Mr. Adams stated the first Order of Business is discussion and consideration of the Gate Traffic Entry Program. He reported, at the last meeting, he was asked by the Board to prepare an Executive Summary, outlining some background, some current use and volumes on the particular gates and to provide some options for the Board's consideration. Along with that was a request for the attorney to review the Interlocal Agreement between the two (2) Districts and clarify the relationship through the Agreement, including the ability for the Districts to make amendments to the Agreement and any opportunities to terminate the Agreement. In addition, it was noted that, of the three (3) entry points, Championship is the only one (1) having only a two (2)-lane entry; one (1) ingress and one (1) egress. He indicated the Engineer was asked to look at the possibility of adding an additional ingress lane, realizing that back-ups are a continuous issue at this gate and that may or may not come into play as they consider which options, and/or variations of the options, the Board may want to implement, moving forward.

Mr. Adams expressed his hope that the Board had an opportunity to review the Executive Summary, as it gave them good background information. He advised that it gave a history on the gate system, operating times, the way each of them are currently operated and current traffic flow concerns. As they have all heard, especially from those in the immediate area of the Championship gate, that is one (1) of the primary reasons the options are being looked at today.

Mr. Adams further stated another primary reason we are having this discussion is that the Districts cost-share this program and, at this time, have different opinions on how to utilize the gate attendants, this is following the fact that both Boards have decided, during the budgeting process, that they will remove the manning of one (1) of the gates. He further advised they are in a position now where they need to come to a consensus between the two (2) Districts as to which one (1) of the gates will be unmanned.

Mr. Schutt stated, relative to the data, he was expecting more elaborate detail. Mr. Adams stated the data is there; however, the efforts to extract it from the software system are far more involved and complicated than anyone anticipated. He said Mr. Charbonneau had his IT Staff working on it for a week to ten (10) days and they had minimal luck, in terms of pulling the level of detail hoped for, which is the type, the quantity and the time of day through each of the

gates. He explained there is a tremendous amount of data, as the number of transactions is in the hundreds of thousands, cumulatively, across the gates. He indicated that Mr. Charbonneau had TEM consulting with his IT Staff in an effort to keep the cost down, assuming it was not an overly involved effort; however, it got to the point where Mr. Charbonneau's IT Staff realized they were not going to be able to do it and it was going to take one (1) person from TEM a minimum of two (2) full days, potentially even more, and they were running out of time. Mr. Adams indicated that he generalized the volumes and they had the general statistics, which are contained in the Executive Summary, which shows the volume, by gate, and is broken down into two (2) categories and gives a feel for the amount of volume coming in through Championship, both from a visitor and from a resident standpoint. In his Executive Summary, he made the point that, looking at the road infrastructure coming in through Championship, which is inferior to the road infrastructure coming in the other two (2) gates, and then, looking at the amount of volume, it becomes obvious that a large portion of the traffic is using Championship and Mulberry as a pass-through roadway to the Boulevard.

Mr. Schutt stated, his conclusion, relative to the data, is it merely confirms what they knew a month ago, which is that the traffic is coming in through Championship gate and the volume is there, which is the whole issue. He then asked who has clickers. Mr. Charbonneau advised residents do. Mr. Schutt asked who has them, other than residents. Mr. Charbonneau responded some of the management staff within Gulf Bay Hospitality. Mr. Schutt asked if any of the employees that work there have them. Mr. Charbonneau advised they do not. He stated the only ones that have them are myself, Mr. Albeit and the managers of each department on staff. The other employees use barcodes, which is 99% of the staff. Mr. Schutt asked how they are registered and Mr. Charbonneau answered they are registered as staff. He indicated there is a laser reader, which is "hands free" and it records the inbound and outbound. Mr. Schutt stated the yearly membership golfers of Fiddler's Creek have clickers, which means they come in the same gate that he comes in, and he asked how they are counted. Mr. Charbonneau responded they are counted as Golf Club Members; within the software, there are dropdowns for "class". Mr. Schutt stated when they open the gate with their clicker, it registers as something other than a resident. Mr. Charbonneau responded affirmatively. Mr. Adams stated the clickers have an ID attached to them, so the software will pick up if a particular clicker is used and it is assigned to a particular party and classification.

Mr. Brougham stated all of the golfers at The Rookery, that opted to purchase clickers a year or two (2) ago have clickers for entrance. Mr. Schutt asked how they are identified. Mr. Charbonneau responded they are identified as Rookery Members. Mr. Curland asked how vendors are handled that have clickers. Mr. Charbonneau advised they do not have clickers. The only vendors are the Marriott transport vans and their transportation company that transports the international employees back and forth. Mr. Curland stated, from personal experience, he knows that the limo drivers have clickers, because he sat in the limo and watched them operate the gate with a clicker. Mr. Charbonneau advised several people from Classic Transportation live within the community.

Mr. Schutt asked if they are able to get the breakdown of residents and non-residents when they go through the program that they extract the data from. Mr. Charbonneau advised they can get any of the data, but because of the volume and being that there are so many classes, it needs to be pulled by volume in a specific timeframe and then broken down by class and put into a viable spreadsheet. Referring to the information provided in the Executive Summary, he stated, if you look at one (1) high and low season average, there are upwards of 50,000 transactions for a month, just for these two (2) classes; if you go out further, it is an expansive amount of data. Mr. Schutt asked if there was any data for Sandpiper. Mr. Charbonneau stated not on this report. He stated he pulled the numbers from January of 2009 through April 30, 2009 and it was fractional; the main gate was approximately 100,000, Championship was about 45,000 and Sandpiper was roughly 2,000 vehicles for a four (4)-month period.

Mr. Brougham stated the issue at hand is not the people that have been authorized clickers, it is so they can identify the "commercial" traffic that they have to issue gate passes to and have heavy volume and heavy trucks through the gate.

Mr. Curland stated this is the first time, in the history of this Board, that they have seen this many people on any issue, relative to what is going on before the CDD and he applauded those who took the time to come and those that took the time to send email messages, phone calls, etc., and he thanked them for their input. He then stated, in light of that, the Executive Summary, which was in the Agenda package, included three (3) options that were developed jointly by Mr. Charbonneau and Mr. Adams. He advised, a fourth option was presented by a member of the community; however, that option is not on the record at any point right now and he asked to read that option into the record, so that all who were there could understand that

option. He stated this will be identified as Option #4, in addition to the options that were presented by Mr. Adams in his Executive Summary. The option reads:

“Unman Championship Drive, man Sandpiper and limit the opening of the main entry point, which would be the main gate up front, to residents, occasional vendors, i.e., cleaning personnel, plumbers, electricians, window washers, etc., continue to direct all commercial/construction vehicles to Sandpiper, redirect all large daily service vehicles, i.e., landscapers, pool service, etc., as well as large delivery vehicles, i.e., box trucks, tractor trailers, food and beverage delivery trucks, car carriers, furniture delivery trucks, etc., to Sandpiper. Additionally, require employees to use the Sandpiper entry; allow remote access to Championship Drive for all credentialed users, i.e., residents, Rookery golf members and houseguests who possess clickers or barcode passes.”

Mr. Adams stated that was Option #4, presented by a resident, Pat Schiavo.

Mr. Curland said, at this point, he would like to make a motion that this Board consider and discuss Option #4.

**On MOTION by Mr. Curland and seconded by Mr. Slater,
with all in favor of considering and discussing Option #4.**

Mr. Slater stated he read the other three (3) options and Ms. Schiavo's was the most logical one presented. He stated he was unsure it could be done, but all of the representatives of CDD #2 are there at the same time and he indicated it would be nice, for once, to have this as a joint meeting on this one (1) subject, so they can make one (1) decision now. Mr. Adams explained that their entire Fiscal Year 2010 schedule has been advertised to allow Fiddler's Creek #2 Board Members to discuss items in Fiddler's Creek #1 meetings and vice versa. When they attend the other Board's meeting, they cannot take action; however, they can have discussions in front of other Board Members, state opinions and, at least, in their mind, feel like they have a consensus. He further advised they cannot take action in Fiddler's Creek CDD #1's meeting; they will have to wait until their meeting to finalize the action.

Mr. Slater stated the number one (1) complaint that he got out of the emails was the noise, the speeding and the amount of traffic on Championship Drive. He expressed his agreement with the people there; he advised he has changed his opinion from what he originally

thought a month or two (2) ago, when he originally voted. He indicated it makes more sense to get Championship Drive the way it was intended to be, as a "members only" and a select few others, like The Rookery Members, gate, and get everything back to Sandpiper, where the vendors can come in and have access to all of the new area, the CDD #2 area, the CDD #1 area. He stated it is really a problem right now and something they do not need in Fiddler's Creek.

Mr. Curland stated, having read the alternative fourth option, he proposed a modification to that option, deleting, within the text of that option, "Additionally, require employees to use the Sandpiper entry." He indicated he believes that any credentialed employee of this community should be able to use the easiest access into the community, so he would strike that sentence in Option #4.

On MOTION by Mr. Curland and seconded by Mr. Brougham, with all in favor of modifying Option #4, allowing employees access at any entry.

Mr. Curland stated, for further discussion, he personally received, as Mr. Slater did, as well as the rest of the Board, numerous emails and voicemails regarding this subject. He said the interesting point was that the two (2) CDD Boards were in conflict as to their objective. He stated they can now talk about what CDD #2 has done and what CDD #1 has done. He advised CDD #1 has initially voted to unman Championship; CDD #2 voted to unman Sandpiper. He further advised that the preponderance of individuals that contacted him, and the majority that contacted the rest of the Board Members, expressed an opinion that they wanted Championship unmanned and this was residents in both CDD #1 and CDD #2. He added this is not a CDD #1/CDD #2 issue; it is a residents issue and they need to decide on that basis. He noted he has no idea what promises were made, but one (1) of the major things people expressed to him in their comments was that there were promises made that Championship would be a "residents only" gate in the future. He added, they have the opportunity to make that such now; they have a four (4)-lane gate in CDD #1, which is the main gate, they have a four (4)-lane gate in CDD #2, which is Sandpiper, and they have a two (2)-lane gate, which has been used in excess of ten (10) years and the residents along the Championship Drive access have put up with this long enough and it is time a decision was made. He expressed his disappointment that in the CDD #1 package, he and Mr. Slater and Mr. Brougham included input from the community, via email,

and none of those emails were contained in the CDD #2 package, and added, probably rightfully so. He expressed further disappointment that all of the input, which was all positive to make Championship a "residents only" gate, was not made available to the Supervisors of CDD #2, unless they went through CDD #1's package in total. He added they should not have to go through both packages to find out what the community's thoughts.

Mr. Curland stated, with this modification to Option #4, he feels whatever option they agree upon, they need to discuss implementation.

Mr. Schutt stated they have a lot of residents of CDD #1 and CDD #2 there and they communicated or sent emails to many of the Supervisors. He said Ms. Schiavo presented Option #4, which people apparently like. He indicated he would like to hear what the residents present think of it. He asked Mr. Curland to read it again for their behalf.

Mr. Correia introduced himself as a member of the CDD #2 Board. He stated, for quite awhile, he was in agreement with what Mr. Curland was saying, but then his back stiffened up at the end about their elected duty. He indicated he did not realize he had an elected duty to send over emails. He advised he has responded to everyone by voice; he had dialogueues and quite a few emails to Ms. Schiavo and the issue he presented to Ms. Schiavo was the same one he just discussed; he wanted employees to be given rights and he stated he was only thinking of two (2) employees, Alex and Lynn, which will mean a lot to the women in the audience that take classes, because they come from Marco Island and they would have to drive all the way around and that is stupid; he feels anything they do should not be stupid.

Mr. Correia stated his second issue is that he has complained quite a bit that if they were managing this place as a company, they would have gone bankrupt a long time ago, if this was the management structure. He noted that he, for one, has not been there for the history of the whole organization and he has had dialogue with some of the people there and, as time goes by, his eyes have been opened up, in terms of the history of this and, unfortunately, it got lost in a lot of the hysterics of the situation, rather than the facts. He stated he appreciates what Mr. Curland is trying to do, but what he is concerned about and why he bought there is the "wow" factor coming in the main gate. He stated he totally agrees with Ms. Schiavo and they have been going back and forth quite a bit. He asked if they are going to destroy the ambiance of Fiddler's Creek when people drive in and see a lot of other vehicles. He also asked how many are there and what is the nature of them because when you drive in, you want to say, "This is the entrance. It looks

great.” If it is a reasonable number, he has no problem with it. He stated the reason why he has changed his mind is that when he moved here, he avoided going through Championship Drive. Now he goes through there quite often during the day and there is almost no inconvenience anymore, so he had a hard time understanding what the problem was, until he spent two (2) hours on the phone with Ms. Schiavo and spent quite a bit of time with Ms. Courtemanche to try to understand their feelings. He has told everyone he has been in contact with that whatever CDD #1 wants to do, he will vote for.

Mr. Curland stated he was not trying to besmirch CDD #2. He explained there is so much information out there that he feels that Mr. Correia, as a Supervisor, did not get in a package. Mr. Correia responded he did not realize that is part of the environment that it would be funneled through. He said he filed it away carefully and kept copies, but did not realize that part of the process was to send it all to Mr. Adams. Mr. Adams advised there were requests of several members of the CDD #1 Board that they be included in their Agenda packages for the upcoming meeting. He stated CDD #2 has been receiving a tremendous amount of calls and emails on their own, so he feels they got a good “flavor”, without seeing all of the materials. He indicated it was his intention that both Boards receive them and it was overlooked, and he apologized. He advised when he indicated that the Executive Summary and the back-up materials should go to CDD #2, he failed to indicate that he also wanted those materials behind them.

Mr. Brougham stated he also agrees with Option #4 presented by Ms. Schiavo. He feels it would “compromise on the compromise” and reached a balance to address all of the complaints and all of the options. He indicated his concern is the comments expressed a few minutes ago. He stated he hopes that if all of the CDD #2 Board Members that are present have a chance to discuss, or at least express their opinions, without taking action, that they can resolve this issue in this meeting today and move forward. He said he would hate to think that they will be back where they were two (2) months ago. With that in mind, he concluded that his opinion is that he is in favor of the modified Option #4. Mr. Schutt asked Mr. Brougham what he means by “modified”. He stated they have Ms. Schiavo’s option, with Mr. Curland saying let the employees come in through any gate they want and as long as they are credentialed, there will not be a backup, because they will have the bar code or the clicker and they will get in. Mr. Brougham stated he understood that is the modification to Option #4 - to delete the words,

“Additionally require employees to use the Sandpiper entry.” He noted, in his terms, that was the modified Option #4.

Ms. Scott requested that Option #4 be read again, since they did not have it. She indicated she wanted to clarify what kind of delivery personnel could come in. She stated if they unman Championship and man the construction gate, they will need to discuss what hours the gate would be manned, because the Foundation indicated there is not much traffic at the Sandpiper entrance in the afternoons.

Mr. Adams stated as you read Option #4, you will see a lot of the commercial traffic is being moved to Sandpiper, so that would be the manned gate from 6:00 a.m., to 6:00 p.m., six (6) days a week and the option is to unman Championship and that would be credentialed traffic only.

Mr. Love stated he was on the Board for four (4) years and wanted to point out that during that time, some of the people, that have since spoken to Mr. Correia, were talking to him four (4) or five (5) years ago about the same issue. He stated he wanted to applaud CDD #1 for listening and having an open dialogue and commented it is about time.

Mr. Slater stated when he read Ms. Schiavo's email yesterday for the first time, he felt it was a very rational approach. He stated his concern is that they are again limiting traffic through certain gates and if you look at Fiddler's Creek as a whole, there are three (3) access points and he asked how they will distribute all of the traffic around those access points, as evenly as possible, to spread the volume so that it is not concentrated in any one place. He advised that is the real issue of Championship; there is too much volume coming in through the Championship gate.

Ms. Scott asked if credentialed delivery people, like landscapers and pool companies, also come in through Championship, like the staff, because they have credentials.

Mr. Schutt stated Mr. Charbonneau indicated that most of the commercial people are not credentialed.

Ms. Scott advised she was talking about the weekly pool maintenance companies that come in with a little van or a pickup truck that may be credentialed.

Mr. Curland indicated they are not credentialed. He stated the volume of employees is so small that it will not make a difference. There are about 100 employees that come through with a bar code, on a daily basis, and about half a dozen that come through with clickers, because they

are management employees. He asked Mr. Charbonneau if that was a reasonable number and he agreed. He stated the big issue is all of the commercial traffic that now comes through Championship gate and how they spread that around.

Ms. Smith, a resident, stated she went to the gate one (1) morning to take pictures and she saw all of the landscapers come in with five (5) people in front of one (1) car. She said they all have one (1) or two (2)-year old passes. She stated, to say this is a secured system is a false sense of security. She suggested having the guard come out and monitor; perhaps put a red stamp on the pass saying, "as of this date, use Sandpiper"; give them directions; have Gulf Bay's offices call Rooms to Go and Baer's and all of the delivery companies that are coming in.

Ms. Smith's other recommendation was to man Championship throughout the season, to give the employees an opportunity to be re-routed, or they will have huge problems. She stated the other week, a car transport tried to come in through Championship and broke the gate and the camera.

Ms. Scott stated that was one (1) time in ten (10) years.

Ms. Smith responded this was last week and there was a Sears truck this week; that is two (2) in one (1) week.

Mr. Adams stated there does need to be a transition period.

Mr. Curland stated they are not talking about implementation, at this point. He would propose implementation be a discussion between the Security Committee, a standing committee, to come up with an implantation process and a definition process of who will be able to go where, and in the interim, as Ms. Smith recommended, advise everyone that comes through the gate, that should not be coming in, that this is their last time through. From now on, they have to go down to Sandpiper or the main gate, if it is appropriate for that type of vehicle.

Mr. Pires stated if the Board votes favorably on the motion that is currently on the floor, in addition to that, part of the implementation would be to look at revision of the Post Orders. Mr. Adams stated that would come back at the November meeting for adoption by resolution by both Boards.

Roy Wagner, a resident, said it seems to be self-evident as to what gate should be used for what purpose. The logistics speak for the answer. He further stated, with regard to the issue of notification, if you go over the bridge to Marco Island, there is a sign saying they are closed

“such and such”. He suggested posting a sign notifying all vendors that as of a certain date, they must use another gate and the transition should not be that difficult.

Mr. Schutt suggested using Option #4 and modifying it again to allow a free flow of traffic, no matter who you are, with the exception of large vehicles, which they can control. He stated one (1) of the residents talked to him at great length and suggested since they have three (3) gates, why not use them as anyone wants. Mr. Curland stated that cannot be done if they are going to unman one (1). Mr. Schutt stated they are discussing what hours they are going to man the unmanned gates or the manned gates; they do not know that yet.

Ms. Scott stated she understands everyone's problem along Championship, but she is on the CDD #2 Board and represents people who live in Calista and Serena and Marango and to re-route all of the traffic along Sandpiper will give them the same problem that Championship currently has. She stated it has nothing to do with volume or the vehicle noise. Whether they are driving side by side on two (2) lanes or one (1) behind the other, it is the same noise and the same volume of vehicles, so it seems that they are shifting all the burden of all of the heavy traffic to the people who live along Sandpiper. She said there are not a lot of people in those neighborhoods, right now, that are full-time residents, but eventually you will have the same issue.

Mr. Curland asked Ms. Scott if she would agree that the buffer out on Sandpiper is more adequate, as far as being a visual and a sound buffer, than what is on Championship. Ms. Scott responded not for Marango and Calista; maybe for Serena.

Ms. Lake, a resident, stated this does not impact her at all because of where she lives, but Sandpiper is a four (4)-lane road and all of the communities are set well off the road, unlike Championship, where the trucks come right past the people who live there.

Mr. Riccio, a resident, stated from a cost standpoint, there is already a four (4)-lane entrance and egress on Sandpiper, which will stop the backup that you now have on Championship. He feels the residents should be the first concern; not the delivery companies. In addition, if you come down 41 from downtown Naples, it is actually a shorter distance to get to their homes going through Sandpiper, so it will save drivers time.

Mr. Curland stated your real issue is how to limit traffic inside Fiddler's Creek, not outside. How do they minimize the amount of commercial traffic driving around on the roads within Fiddler's Creek.

Mr. Riccio stated he supports Option #4 and feels it is the right option, from a cost standpoint. He added it makes no sense to put money into Championship when there is already a double egress on Sandpiper to let trucks in. It does eliminate traffic off of Championship, which is a small road and more people come in from Naples than come in from Marco and use the main gate.

Mr. Slater stated they can continue to talk about this all day; before they call a vote, it is imperative that CDD #1 knows what CDD #2 is going to do, because if they vote and CDD #2 does not vote, they are right back where they were. He asked to have a non-official tabulation of the CDD #2. Mr. Adams stated all he can do is ask each one there if they feel comfortable with Option #4. Mr. Brougham expressed his agreement with Mr. Slater.

Ms. Scott asked if they can first address how they will implement allowing a few of the occasional vendors in the main gate. The response was negative. She asked if that is part of Option #4 and Mr. Adams responded affirmatively. He stated the implementation is secondary to the policy of allowing that what is on the table now is the policy decision of how they are going to allow the traffic in the various entry points. He added, the implementation part of that can be discussed, but that is not a major issue. Ms. Scott stated it is being said that occasional small deliveries and plumbers and handymen will be able to come in through the main gate at 951. Her concern is if they are going to need extra staffing at the main gate to deal with that so there are no backups, and she indicated this is a question for Mr. Charbonneau. Mr. Brougham stated it is a question of implementation, and Mr. Adams agreed. She stated it also can be a cost factor when they vote, so she needs to know if they will need additional personnel at the main gate.

Mr. Schutt stated the backup is not going to be for the residents and that is who they are concerned with. Ms. Scott responded they are concerned with what Mr. Correia was discussing; they do not want a big lineup at the front gate because there are three (3) plumbers trying to get in.

Mr. Brougham stated they have had the benefit of discussions and emails and phone calls for over two (2) months. The implementation presents some issues that can be worked out over time with the committee; their job now is to move forward and get it resolved. He indicated to Mr. Curland that he is there in person and is in control, but he feels they have had adequate

discussion and Mr. Slater is correct in getting a sense of whether CDD #2 will go along with a modified Option #4 and there is a motion on the floor.

Mr. Curland stated they are in the process of polling the members present from CDD #2.

Mr. Adams indicated Mr. Albeit would like to make a statement. Mr. Albeit stated the technology will have to be shifted. Sandpiper is not appropriately equipped right now, so some additional equipment will be required, such as another reader for exiting, another gate arm will have to be installed, etc.

Mr. Adams stated his understanding was that the technology package was complete, as they just implemented it. Mr. Albeit responded the technology is completed to handle what is existing; now they are opening it up to additional traffic of deliveries, they will need a second entrance for the residents. Mr. Adams stated the base foundation of technology is there, so it is a matter of adding the additional components, which are incremental and somewhat minor in cost, in the big scheme of things.

A Board Member stated he had some of the same concerns as Mr. Correia and Ms. Scott regarding the ambiance of the front and said it is naive to think that there will be no backup at that gate. He indicated he arrived yesterday and the person driving him, at the main gate, did not have a clicker so they had to get into the visitor's lane and it was backed up; there were several vans and service vehicles in that lane that backed him up, so eventually, the residents will be affected.

Mr. Curland asked for a comment from Ms. DiNardo. Ms. DiNardo stated she feels the front gate is important; it represents the community. They have worked very hard to maintain the level in the community that they all enjoy and if they have the first impression of a lot of trucks blocking the area to people who are wanting to buy into the community, because it is not fully developed, and that is their first impression, versus Championship, which is isolated, and even if there are one (1) or two (2) cars backed up, it is not seen as their first impression. Also, they have the access from Sandpiper, keeping in mind that Sandpiper is a temporary gatehouse and they would have to put additional capital investment there. She stated the volume should be a consideration and she understands that Championship Road is a burden, but they have to be fair to the community as a whole, so they have to consider what they are doing because they are all neighbors.

Mr. Curland asked if she endorses or does not endorse Option #4. He stated implementation issues to be discussed at a later date are basically a result of Management Company input, or the Security and Safety Committee, however it is decided. He asked if she endorses the basic framework of Option #4. Ms. DiNardo stated it has good points, but she thinks they should look at it more thoroughly to see if it can be modified.

Mr. Adams stated Option #4 brings to light something they have to deal with at some point in the future. This community will be built out; whatever number of entries there are, they are going to have to allow this type of traffic in somewhere and, from a reasonable perspective, this is primarily daily service traffic being discussed. Overall, from a community standpoint, it makes sense that they will eventually allow traffic to enter the community at the point that is closest to their eventual destination, and that is what this will do, with the exception of commercial traffic and certain classes of daily service providers. He added, somehow they will have to deal with it somewhere down the road. He understands the backup issues they may have initially, but if they define the entry of these types of vehicles in terms of their point of destination and somehow, through training of the type of traffic that comes in on a daily basis, they will get to know that if their destination is somewhere on the main gate side of Championship and Club Center Drive, that is the location they can come in; if it is on the other side, they can come in Sandpiper, and that helps to keep the traffic down within the community, it gets them to their destination faster and, as he sees it, somewhere in the future, they will have to address this issue because all of the gates will be built out, they will all have pretty gate houses and no one will want the brunt of the undesirable traffic in their backyard. This starts to fast track that future requirement.

Mr. Slater stated it seems the consensus is that Option #4, with the modification, is the acceptable one to most people and is the most logical. He stated the objection he hears is that they are going to re-route a lot of commercial traffic to the main gate, but as he understands it, the only time they will get commercial traffic there is sporadic; it is not a constant flow at the main gate that will defile the appearance of the entrance. What is being suggested is that the only time someone goes there is if they are coming after hours when the other gate is unmanned.

Ms. Scott stated she would support Option #4, but she would have to stipulate, from the CDD #2 side, that they will not tolerate backups at the main gate. If that begins to happen, they will have to add a second body at the main gate and that will increase the expense. If they are

okay with that, she is, too. She advised if she has guests that are on her permanent guest list that are delayed five (5) minutes getting through the gate, she will not tolerate it. She added as long as everyone appreciates that and they are going to keep the main gate moving, even if there is an additional expense, she is fine with Option #4.

Mr. Correia stated he does not think that anyone there would like their realtor, who is selling their house, or someone that is trying to buy a house there, to have a backup at the main gate. That is not a good first impression. He stated he feels it is a great thing that the community wants to compromise because it needs to be one (1) community. He suggested that all of the deliveries and heavy equipment stay out at Sandpiper because that is easy and it can be controlled.

Ms. Schmitt, Supervisor from CDD #2, introduced herself and stated she will definitely go with Option #4. She asked, as far as the front gate goes, once the plumber or truck comes through and gets a pass, if the pass is good for one (1) month. Mr. Charbonneau stated he cannot use it at that gate; he still has to come through the main gate. Ms. Schmitt asked if, when he drives through, the guard can look at it on the dashboard and wave him through, to avoid backup. Mr. Charbonneau responded it is very important that they are scanned in.

Mr. Curland stated the last individual on the CDD #2 Board happens to also sit on the CDD #1 Board, and he asked Mr. Robertson to speak. Mr. Robertson stated the issue is, as Mr. Adams said, how to limit the traffic inside Fiddler's Creek, and that is to get the daily commercial traffic to come in through whatever gate is closest to their destination. He said they had already discussed limiting the large delivery vehicles; he suggested that small commercial vehicles should be able to use whatever gate is closest to their destination. Ms. Scott suggested having the homeowner calling that individual for service, advise them where they should enter.

Mr. Curland called for a vote by all those in favor of adopting Option #4, as modified. A Board Member asked to have the modification read again and clarified that it only addressed the employees. Mr. Curland responded by verifying it only addressed the employees; "allowing employees to come through any gate, any access point in the community that they have credentials to come in." Mr. Schutt stated, on that particular point, those employees do not work for this Board; they work for the Club and Spa or the Foundation, so he does not feel they can direct them, one way or the other. Mr. Adams stated this will allow employee use of any gate and if an employer wants to restrict their usage, that will be an employer/employee issue.

Mr. Curland stated, Option #4, as modified per our discussion, with the only modification being, 'additionally require employees to use the Sandpiper gate or entry point' being struck from the Option. He again called for a vote.

On MOTION by Mr. Curland and seconded by Mr. Brougham, with all in favor of approving Option #4, as modified, allowing employees through any entry point.

THIRD ORDER OF BUSINESS

Update: Foreclosure Action

******This item, formerly the Fifth Order of Business, was presented out of order.******

Mr. Adams asked to take an item out of order, Foreclosure Action Update, as Mr. Daniel Abbott, one of the partners with their Special Counsel, was in attendance. He asked Mr. Abbott to join them at the table and give an update on his activities. He also asked the Fiddler's Creek CDD #2 Board Members to listen to Mr. Abbott's update, as it applied to them as well and that would allow Mr. Abbott to leave after his update.

Mr. Abbott began by saying their usual attorney on this issue, his partner, Doug Gonzalez, apologized for not being there today; he had a family matter to attend to. He also apologized to the Board for having arrived to the meeting late.

Mr. Abbott reported that, at the request of the bondholders and the direction of the Board, Weiss Serota was directed to file a foreclosure action against the Developer and the Developer-related entities to foreclose their interest in various properties that the Developer still owns. He explained the important first step in filing a foreclosure action is to find out who to sue; who you name as Defendants is anyone that might claim an interest in the land. He further explained, the lien that the District owns has the legal status of a governmental tax lien, which is a high priority lien. He indicated he would be surprised if there were any other interests in the property, superior to theirs, but they cannot foreclose on the interest in the property of anyone they do not name and they do not sue, so the important first step is to find out who claims an interest in the property. He advised the Board that, in order to do that, attorneys retain the services of a title company that looks through the public records to identify anyone who might claim an interest in the land and that is what they have done.

He stated the first entity they contacted was a title company called First American, who told Weiss Serota that they were not willing to issue a Foreclosure Commitment; instead, they were interested in offering to do the work and providing what is called a Foreclosure Report. He explained that the main difference is that a Foreclosure Commitment is a promise, by the title company, that they are warranting that what they have found is, in fact, everybody who may have an interest in the land and, if they misidentify someone, they have to stand behind their work and they are liable for not having identified somebody who may have an interest in the land; not so with a Foreclosure Report.

Mr. Abbott went on to explain that usually, they prefer to have a Foreclosure Commitment, so they contacted another title company, the Attorneys Title Fund, oftentimes in the industry called "The Fund". That entity initially quoted them a rate, based upon what they call their Small Lien Foreclosure Standard Rate. He noted this will not be a simple task, as there are about 260 different folios at interest here, and they need to be looked at one (1) by one (1) to see who might claim an interest in any of those parcels of land. He advised initially, they quoted a rate of \$6,000 and suggested that they could get them a Foreclosure Commitment in a month to six (6) weeks, which sounded good to them, under the circumstances. After The Fund began to do some work, they are unwilling, just like First American, to issue a Foreclosure Commitment. Instead of \$6,000, they have quoted a rate of \$10,000 to provide Foreclosure Reports and, instead of getting them the information within a month, their estimate is now two (2) and a half months.

Mr. Abbott then gave the reasons why the title company is unwilling to issue a Foreclosure Commitment. He stated the first reason they gave is that they do not have much experience with Community Development Districts (CDDs). One (1) of the interests in the land that the title company will have to determine is the District's interest and, in order to determine that, they will have to know about CDDs; how they are created in Florida, what their legal status is, their ability to impose liens and the like, as opposed to representing a City, which the title company deals with oftentimes. They will have to find out how CDDs function in order to guarantee the validity of a claim.

Mr. Abbott stated the second reason they gave is that there is no title base. Usually, when they do a title search, they find out the last entity that did a title search because they have guaranteed the validity of the work up to that point and they simply supplement that work and

find out who might have claimed an interest in the land after that point in time. He indicated they said, for this one, there is no title base, which means they will have to go back to the beginning to determine who may claim an interest in the land, which makes it a more difficult project.

Mr. Abbott indicated the third reason they gave is that, in the current economic climate, they have been asked to do a lot of work. They are not short of business doing foreclosure work and lately, a lot of people have been asking them to obtain Foreclosure Commitments. But then, once they obtain the land through the foreclosure proceedings, those people have not been buying title insurance through the same title company and that is how title companies make a large part of their money. Without real assurances that they will be the ones writing the title insurance, they are not sure how much money they would earn. He stated that is the status of their dealings with Attorney Title and their willingness to only commit to a Foreclosure Report, rather than a Foreclosure Commitment.

Mr. Abbott said they noticed that there was a mortgage loan made to buyer on some of the property and the bank that made that mortgage loan relied on another company called Chicago Title. He said, presumably, since the bank was willing to make the loan based upon some work that Chicago Title has done, Chicago Title presumably has done some of the work to determine the title and the people that may claim interest in the property. He reported they contacted Chicago Title in the last few days and provided them with the source material and they are considering whether or not they want to forward a rate to provide a Foreclosure Commitment, but they have not yet gotten back to Weiss Serota.

In conclusion, Mr. Abbott stated they need some direction in terms of their options. He stated since the ultimate foreclosure judgment would probably be transferred to the bondholders, the Board may wish to wait to hear from them, in terms of their preference on the issue. He then gave some of the options. He stated the first thing they could do is to rely on the Foreclosure Report. There is nothing legally wrong with that. The risk is that they are not quite sure of the quality of the title they have obtained, but they can still foreclose those that they know had an interest in the property. He stated the second thing the bondholders might conceivably do is provide some sort of promises to The Fund that they will, in fact, buy title insurance from them at the conclusion of a successful title action and it is possible that The Fund, given those assurances, would do the extra work necessary to issue a Foreclosure Commitment, as opposed

to a simple Foreclosure Report. He then indicated the third thing the bondholders might recommend to them, or the third thing that the Board might recommend, is that they wait to hear from Chicago Title, since they may provide a rate and a report that might be of interest to you. Then they can determine the next step forward. Mr. Abbott then asked if anyone had any questions.

Mr. Slater stated they are at the "beck and call" of the bondholder, so the Board itself cannot make a decision on any of the three (3) options presented. He added no one is on the phone from bondholders' counsel, so while he expressed his appreciation for the report, it will have to be forwarded to the bondholder.

Mr. Adams stated Mr. Slater is correct in that the Board is the vehicle the bondholders are utilizing to address their interests in the default and they want to be sure they are on the front end of making this decision. He further stated his recommendation would be that if Weiss Serota has some feedback in a week or so from Chicago Title, to give him or Mr. Abbott or Ms. Barrow an opportunity to speak with bondholders and/or bondholder counsel, present the findings from Chicago Title, present the other options as well, ask for some direction and bring that back at the November meeting and they will ask the bondholders' counsel to attend by phone and opine as to what direction they would like to take and then give the Board and Staff that direction.

Mr. Adams stated that may take a little time, but they have had some issues with trying to secure the funding approvals to address some of the expenses incurred up to this point and so this will buy some time to address those issues. He advised he has a revised Amendment to the Trust Indentures today, where they want to move the funding of the remedial account from the Construction Fund, versus the Debt Service Reserve Fund. It may be immaterial, but they want to have that agreement executed. There are some differences in the cost allocation, because there are multiple bond issues, of the expenses as they come through. He indicated he would ask Mr. Curland, as Vice Chair, to sign them today and then forward them to bondholder counsel for execution and get them to the Trustee and get Weiss Serota paid, as well as the title company, as they complete their work.

Mr. Schutt asked if there was something to prevent Mr. Abbott's firm from talking to bondholders' counsel. Mr. Adams responded not at all. He asked Mr. Abbott if they have had dialogue with them and what they think. Mr. Abbott responded he is not sure that they have

presented them with these latest developments. He stated he will make sure this status update is provided to them as well.

Mr. Schutt said it seemed to him there should be constant dialogue between Special Counsel and Bondholders' Counsel because, from what he heard Mr. Abbott say, they are nowhere. The first issue was to do the investigation to find out what liens might be against the property and nobody is prepared to do any work on it, so they are no further along than they were months ago, other than engaging Weiss Serota to represent them.

Mr. Abbott responded by saying they have prepared a draft Complaint for the defendants they know of and they have contacted a title company, who has begun to identify some of those who claim interest in the land. The Fund has begun to do the work for a Title Report. He advised Mr. Schutt his main point is well taken.

Mr. Curland asked if there is any negative consequence for not making a decision to go forward today on any particular point that Mr. Abbott presented. Mr. Abbott stated he agrees with Mr. Adams; he would be hesitant to choose any of the options without the input of the bondholders. Mr. Curland stated the Board's direction for Mr. Abbott would be for him to get with bondholders' counsel and come up with a recommended course of action that both the bondholders and Mr. Abbott, as representing this Board, concur on and bring it back to the next meeting.

Mr. Curland asked if that needs to be memorialized as a motion and Mr. Adams indicated the direction from the Board was adequate. He suggested waiting to see what Chicago Title has, have some conversation with the bondholders, get some guidance on the direction and they will all attend the next meeting and provide it to the Board and ask, at that point, that they give direction in the form of a motion.

Mr. Slater stated at the first meeting that Mr. Gonzalez attended, he said this process can take up to six (6) months and they are now one (1) month down that road, so it appears it will be a long process.

Mr. Adams asked the CDD #2 Board if they had any questions for Mr. Abbott before they excused him. Mr. Correia asked what timeframe he anticipates before they get into trouble. He added the biggest issue they always deal with is when Gulf Bay will be settling their refinancing issues. It always comes back to that. He advised he is always concerned about the impact on the residents as they look forward. Mr. Adams indicated this stage is the primary

discussion and whether or not there is an opportunity for Gulf Bay to restructure, refinance or find an equity partner is secondary. They need to get this Complaint to the point it is ready to file. Then they will look to the bondholders at the final stage and ask if they are ready for them to make the official filing in court or if they are in some productive discussion that might be hindered by it. He reminded everyone that the money being spent in this process is bondholders' money. It is either coming out of the Construction Fund, which is their money, or it is coming out of the Debt Service Reserve Fund, which again is their money; it is not coming out of the CDD's operating funds. Mr. Abbott was then excused from the meeting.

FOURTH ORDER OF BUSINESS**Consideration of Award of Contract for
Lake & Wetland Maintenance**

******This item, formerly the Third Order of Business, was presented out of order.******

Ms. Crismond stated she handed out a revised memo for the consideration of award for the Lake & Wetland Maintenance Contract, based on conversations with their District Counsel yesterday evening. The current contract expires November 30th. She advised they sent out a Request for Bids, advertised in the Naples Daily News, as required by statute. Six (6) companies were provided with bid packages and two (2) companies submitted bids. She listed their financial tabulation. LakeMasters, who is the current contractor, is one (1) of the major players throughout the state for lake and wetland maintenance and has substantial local presence. She advised they have been in the industry for numerous years and have the stability, knowledge and resources to perform the scope of services under the District's contract. Their current contract is \$149,964. She noted Clarke Aquatic incorporated in March of 2008 and has minimal references in the Southwest Florida region, most local being Verona Walk, which is not comparable to Fiddler's Creek. She said their local office is located in LaBelle, which is an approximate four (4) hour per day travel to and from the site, leaving minimal time to treat the lakes on a daily basis.

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

Mr. Curland asked if they were out there on a daily basis and Ms. Crismond responded LakeMasters is there two (2) days a week.

Ms. Crismond stated the District currently has allocated \$155,000 for this service. Based upon review of the proposals, Staff's recommendation to the Board is to deem the LakeMasters bid. She stated it is from a competent, responsible firm, capable and qualified in all respects to fully perform the contract requirements and with the integrity and reliability to assure full performance and timely completion, deem that LakeMasters bid is most advantageous to the District and award the contract to LakeMasters, with a first year price of \$149,220 with a second year option of the same, \$149,220.

Mr. Brougham made a motion to approve Staff recommendation.

Mr. Schutt asked why Clarke Aquatic was given a bid package if Staff did not think they were capable of doing the work because it costs money to prepare bid packages. Ms. Crismond advised they requested the bid package. Mr. Schutt stated they are the low bidder and his inclinations are to go with the low bidder, unless they have reason to believe they cannot do the work. He further stated he does not know that they have reason to believe that, other than they know who LakeMasters is. He asked what it takes for someone to get the low bid if they are going to continually go with the company they know. He added, granted, it is \$9,000, but it is still \$9,000.

Mr. Adams stated there are required parts of evaluating bid submittals, one (1) of which is qualifications based. A part of the qualifications base is to look at the company's status; does it have a local office, does it have good financial backing, does it have contracts of similar size and scope with good references and things of that nature and Clarke, being a new company to the industry, in 2008, does not have a great deal of background.

Ms. Crismond stated they have been changing names, because they show up at a lot of their bid meetings, they are into mosquito control, they are trying to break into lake and wetland maintenance, they are trying to establish themselves in this region, where they are currently more in North Florida.

Mr. Adams stated, as you look at the resources and you look at their references, they are very thin on references that are applicable to lake and wetland maintenance and the majority of their equipment is geared toward mosquito control. He advised they are looking to get into this business and the question becomes, do you want to save \$9,000 and allow yourselves to be one

(1) of the clients they are breaking into the business with, and all that potentially goes with that, or do they want to go with a contractor that has performed very well for them over the years. He indicated LakeMasters has had four (4) or five (5), two (2)-year contract periods and he recalled one (1) particular year, they awarded the contract to Aquagenix, who did not bid, in this particular case, and after the first year, they terminated that contract for non-performance and they went with the next lowest bidder, which was LakeMasters. They do not hear about issues with lake maintenance, in their meetings, which is where they want to be. He indicated he understands the focus on exercising their fiduciary responsibility, which includes insuring that they do not go too low and where performance will become an issue. He concluded by stating that, based upon these considerations, Staff's recommendation is to go with the proven company that has been performing and meeting the specifications in their contract and their bid submittal is within their budget.

On MOTION by Mr. Brougham and seconded by Mr. Curland, with all, except Mr. Schutt, in favor of approving the Contract for Lake & Wetland Maintenance with LakeMasters. (Motion passed 4-1)

FIFTH ORDER OF BUSINESS

Consideration of Award of Contract for Access Control Services

******This item, formerly the Fourth Order of Business, was presented out of order.******

Ms. Crismond stated the only thing that was revised was the bid tabulation sheet, based upon changes by the District Counsel. The District's current contract for Access Control Services is scheduled to expire on November 30, 2009. She noted as a result, Staff sent out a Request for Bids for this service. She reported that the bid notice was advertised in the Naples Daily News, as required by Florida Statute. Seven (7) companies, as listed, were provided with bid packages. Two (2) of those companies submitted bids and a spreadsheet was attached, showing the per-hour breakdown. She indicated bid tabulation yearly totals were as follows: Fiddlers Creek Foundation, first and second year, Allegiance Security, first and second year listed. As a point of reference, the current Security Contract is \$468,930. The Districts have appropriated \$470,210 for this service for Fiscal Year 2010. Note, the attached schedules include both Championship and Sandpiper Drive Gates manned. They have adjusted the price to

reflect only one (1) of those two (2) gates manned as follows: Fiddler's Creek Foundation, first year \$425,280, second year option \$435,912; Allegiance Security, \$331,718.40 for the first year, second year option \$341,712.48.

Ms. Crismond continued presenting this item, stating Allegiance Security, formerly Allied Protection Services, was incorporated in March, 2007. She said the largest local, most comparative client they have to Fiddler's Creek, within the Southwest Florida region, is Legends Golf and Country Club, located in Fort Myers, and which consists of 1,291 residents, 120 acres of golf course and 300 acres of common areas, with one (1) manned gate and one (1) roving patrol officer in the evenings only. The majority of Allegiance's client list is located on the East Coast of Florida. Ms. Crismond advised while requested in the bid specifications, they did not provide 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. She commented that 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 two (2) companies who submitted bids, Allegiance Security's submittal is deemed to be financially irresponsible, due to it being excessively low, approximately 26% under the existing contract value. She explained, as stated in the District's rules, the lowest, most responsive responsible bid, or the proposal most advantageous to the District, as appropriate, shall be accepted. The lowest, most responsive, responsible bid or proposal means in the sole discretion of the Board. Lowest cost bid or proposal that is (a) submitted by a competent, responsible person or firm capable and qualified, in all respects, to perform fully the contract requirements and with the integrity and reliability to assure full performance and timely completion; b) most responsive to the invitation to bid or request for proposals, as determined by the Board, minor variations in the bids may be waived by the Board; bids and proposals may not be modified after opening. She indicated to the Board that Fiddler's Creek Foundation has held the contract for the last eight (8) years. As they are a nonprofit entity, established to serve the specific needs of the Fiddler's Creek community, they are their only security service customer and their service is provided at actual cost, without any markup. Though Staff realizes they are not the lowest priced, they find their qualifications and experience, from the guard level to management, to be far superior to that any other bidder.

Additionally, and once again, as one of the primary entities providing services to the Fiddler's Creek community, they have had a vested interest in ensuring the program continues to operate successfully.

Mr. Adams remarked that the Foundation's proposals are considerably less than the current year and asked Mr. Albeit if they are providing services at no markup and at actual costs and if the reason for the reduction is due to some turnover and thus, reductions in salaries. Mr. Albeit confirmed.

A motion was made by Mr. Robertson to award the contract to Fiddler's Creek Foundation. This motion was seconded by Mr. Brougham. Mr. Curland opened the floor for discussion.

Mr. Slater stated Gulf Bay is not financially secure, so that means they are in the same class as Allegiance Security. Mr. Albeit stated it is not Gulf Bay, it is the Foundation.

Mr. Slater asked why they have to have a K-9 qualified person there. Mr. Adams responded they really do not. He advised that qualification was included a number of years ago, when it was anticipated that they may want to engage this type of service. He further indicated that they can waive that irregularity, as they do not currently use a canine. Mr. Slater stated he has a big problem with \$111,000. There is too much of a difference not to go with Allegiance. Mr. Adams stated he can look at it another way; there is too much of a difference to go with Allegiance because they are not sure what they are going to get and they know what they are getting for the current, at-cost service provider. Mr. Slater stated Mr. Albeit said that the proposal is at cost. He agreed there is something tremendously wrong with either Gulf Bay's at cost or Allegiance's bid. Mr. Adams stated to Mr. Albeit, since this is a Foundation program, and clearly not Gulf Bay, he assumes the Foundation has a budget and financials to back up his numbers. Mr. Slater stated he looked at the documents he received and it was \$16.50 an hour for them and the Foundation's is \$20 per hour; that is a tremendous difference. He does not know what the going rate is, but indicated there is no way he could agree to go with Gulf Bay at \$100,000 more. A Board Member stated since almost the entire amount of the contract is labor hours and they came in at \$4 an hour under the going rate, they cannot provide trained individuals without having a tremendous staff turnover and ultimately, the District pays them the same amount as they lowballed this contract. Mr. Slater asked if they checked with Legends to find out how Allegiance did with them. He said, "You tell me they are on the East Coast – are

they big on the East Coast? If they are, obviously their rates must be comparable with the people on the East Coast if they are". He stated there is not enough data there; he advised he does not see enough not to accept Allegiance.

Mr. Adams stated another item of serious consideration, and I am sure the attorney will agree, is that they have very involved Post Orders and it is extremely important that they have competent guards that know the Post Orders inside and out and that they implement the access procedures right to the tee, as outlined in those Post Orders; otherwise, they run the risk of jeopardizing their tax exempt financing. He stated it boils down to the guard and the implementation of those Post Orders, as written, to ensure their interests are secure. He advised they need to keep that in mind, as well, and if they are going to change firms, that has to be part of their consideration. He further stated the level of employee they will be able to provide them for the reduced rates will play into his level of comfort, in knowing that they will implement the Post Orders properly on every transaction that comes through on the visitor lane. That is a huge issue that must be dealt with properly.

Mr. Brougham stated he recognizes that there is a premium that they will be authorizing if they award the contract to Fiddler's Creek Foundation, over its competition; however, they spent the first hour of the meeting talking about past problems and potential future problems and implementation issues if the traffic patterns are changed, along with the point Mr. Adams made. He does not want to open up another "can of worms" by having significant turnover if they were to go with an uncertainty, with Allegiance, in terms of the quality of the personnel, the turnover of their personnel, their ability to speak English, etc. He expressed his disappointment that in the initial bid, their current contract is \$468,930 and in the bid package, Fiddlers Creek Foundation's bid was \$500,160. He stated he understands the adjustment, but the adjustment is strictly across the board and he would have hoped that they could have held the rates to be a little more consistent to what the current contract is, given everyone's financial situation. Specifically speaking, he noted he is in favor of Staff's recommendation.

Mr. Albeit stated the bid package that was delivered to them included 3,700 additional hours that was not actually what they needed to bid on. They bid correctly for what the bid packet asked for and that is what the adjustment is. He advised Ms. Crismond took their bid and reduced it, based upon the correct number of hours. He stated the hourly rate was adjusted down significantly from the current. Mr. Brougham asked if the hourly rate is going to remain the

same as in the past fiscal year. Mr. Albeit advised it is \$2 less than this year. Mr. Brougham thanked Mr. Albeit for the clarification.

Mr. Schutt stated he was concerned enough that Wackenhut, who is a major supplier of security services, did not bid because they sent him an email expressing an interest in providing service to Fiddler's Creek and when he saw that they did not bid, he emailed them to ask why. He said they sent back an email saying, "Thank you for taking time to respond. We decided against bidding on the opportunity based on the Request for Bid. The decision was based on interpretation of the request, which appeared designed around specifications geared toward staying in-house. The request for non-billable Patrol Supervisor, 45 hours per week, and the requirement to have the Supervisor meet K-9 certified qualifications, although no canine services are provided, leads us to this interpretation. Although we were eager, with anticipation of the bid opening, we were disappointed, after reviewing the opportunity. We would welcome the opportunity to provide a proposal for services highlighting what we can do for Fiddler's Creek." Mr. Schutt stated Wackenhut, who is a very large service provider and has 200 clients in Southwest Florida, chose not to bid. He said one (1) of his questions has been resolved regarding the need for a canine trained supervisor. He questioned whether or not the bid spec is geared toward giving preferential treatment toward in-house and he wanted to know what the 45 hours of unbillable supervisory time is in the bid spec and he asked Ms. Crismond for clarification. He explained that one (1) of the things they do not realize is that the revenues paid for security go into the Foundation's gross revenues, upon which there is a 3½% upcharge, meaning the management fee that the developer gets is based upon gross revenues, so the half a million or so dollars that go into that gets that 3½% upcharge and that accrues then to developers, so it is non-profit to the District, but it is profit to somebody.

Mr. Schutt advised he subsequently talked to Wackenhut and they would like to talk to the Board and he would like to hear from them about what they can do for the District, relative to providing service. He stated their job, as a Board, is to provide the appropriate security for this community at the lowest possible cost and he would like to hear from a company that has provided service for a lot of people on what they can provide. He proposed that they delay the issuance of this contract until they have had a chance to talk to Wackenhut and at the very least, they need a modification of their bid package to assure that it does not favorably give preferential treatment to their in-house provider. Relative to the level of service, they have had multiple

turnovers in the staff there. He indicated some of the people he knows well from their having been there for a long period of time. He also knows that if Wackenhut, if they were to give a proposal, would consider these people as potential employees if they pass Wackenhut's security clearance procedure. He reiterated that he has a problem with this and he agrees with Mr. Slater and they have \$100,000 difference, so he has a problem with turning over this security contract over to the in-house without getting more information that he would need to make that recommendation.

Mr. Adams confirmed that the 45 non-billable hours were for their on-site manager, Mr. Charbonneau. Mr. Schutt asked who pays for it. Mr. Charbonneau responded the Foundation. Mr. Schutt stated then the District does, because it is still out of the same pocket, just like the 3½% upcharge. It comes out of the same set of pockets, whether the CDD is extracting it or the Foundation is extracting it. Mr. Adams stated this is the first he has heard of a 3 ½% upcharge. He further advised that this is for Mr. Charbonneau, and they will need, from a contractor, that same level of manager and time commitment that can handle the on-site administration, on a day-to-day basis, because there are people coming in needing clickers, updating credentials, etc. Mr. Schutt stated he will still be there. Mr. Adams stated he is not so sure that if they do not go with the Foundation that they will still have that individual available. Mr. Schutt stated what you are telling me is that Mr. Charbonneau's salary is in addition to the half a million dollars. Mr. Adams stated he is not telling him that. Mr. Schutt stated it is part of their whole security procedure. He said right now, Mr. Charbonneau is supervising. Whoever they bring in, somebody has to give them guidance. He added, if they are paying for Mr. Charbonneau now, they will still be paying for him if they brought somebody else in, except that the rest of the security force would not be working for the Foundation. Mr. Albeit confirmed.

Mr. Adams stated a Post Manager is what you will typically get with these contracts, and what they are saying is any Post Manager expense needs to be absorbed into the contract and also that individual needs to be there a minimum of 45 hours a week. They are saying they cannot do the typical thing that they do on a post, as a contractor, and that is that they have someone who bounces around through six (6) or ten (10) different clients. This post, and the activity involved and the dialogue with the public and the coordination with the contractors and the training involved in ensuring that they are meeting these very involved and detailed Post

Orders, requires that they have a person of that level on site a minimum of 45 hours a week. He stated that is fair and reasonable and that is the expectation that they have across the board.

Mr. Schutt stated that raises the question as to what these people are bidding on and how it is being bid because they have the Foundation bid, which does not include Mr. Charbonneau's salary, and they get an outside bid and they are bidding to have Mr. Charbonneau's replacement, and that is included in there. He advised he is not prepared to give the contract to the Foundation without knowing more about what is in the bid package and studying it so he knows they are comparing apples to apples. Also, there is the 3½% upcharge which is also coming out of their pockets and has to be added to that.

Mr. Curland asked, in the Allegiance Security bid, did it include a Supervisor of the same depth and breadth of knowledge and time committed to the community as provided by the Foundation at this time. Ms. Crismond stated everybody bid the same across the board. The contract specifications are clear, and in the contract specifications, they are provided a bid form. She took the bid form and submitted it to the Board as their analysis with exactly what their numbers are and what they are charging. Mr. Schutt stated on the form, there is no indication that there is a supervisor. Mr. Adams stated they do not include that in there. The specifications clearly indicated that they will provide a post manager for a minimum of 45 hours a week that will meet these requirements, one of which is the K-9 certification and yes, that is something they do not need. At one (1) point, they were looking at the potential of using that type of service and unfortunately, that requirement carried over and it can be waived, but it clearly created a level playing field for all bidders and it included that specification. He indicated he cannot speak with certainty whether or not their numbers include that, but the specifications required it, so he can only assume that that is in those numbers. Ms. Crismond stated they did email several questions and that was one of them.

Mr. Slater suggested postponing any action on this and carrying over the existing company for a month or two (2).

Mr. Adams stated they have an existing motion on the table that has to be acted on first.

Mr. Slater stated their bid package was incorrect and therefore, they should go out with a new bid package, containing the correct information, specifying exactly what they want. He suggested tabling this item.

Mr. Adams reiterated they have a motion and a second on the table that needs to be acted on first before another motion can be considered.

Mr. Curland stated he will call the vote on the motion that is on the table and then they can continue the discussion. Mr. Adams stated you have a motion and a second; unless the motioner wants to rescind the motion, it is still sitting as an active motion that needs to be acted upon.

Mr. Slater stated it is imperative that Management puts something out that is biddable. They put something out that is not biddable. Mr. Schutt advised Mr. Slater that it is a procedural order. They are not disagreeing with him.

Mr. Slater advised them to call back the vote; call back the motion. Mr. Adams advised they have to ask the motion maker. He added he will tell them that K-9 services are fairly standard. He is not sure that is the issue why people did not bid. Mr. Slater asked Mr. Robertson to recall the motion. He did not.

On MOTION by Mr. Robertson and seconded by Mr. Brougham in favor of awarding the Contract for Access Control Services to Fiddler's Creek Foundation, with Mr. Schutt, Mr. Curland and Mr. Slater dissenting. (Motion failed 2-3)

Mr. Adams indicated they can now consider another motion.

Mr. Slater stated he would like to make a motion that they table this until they look at the bid package and, if they have to re-issue a bid package, it should go out to the same people, with a modified package.

On MOTION by Mr. Curland and seconded by Mr. Schutt, with all in favor of providing a bid package to all Board Members, give them an opportunity to review and critique the specifications at their next meeting, look for direction from the Board on how to proceed and deleting the K-9 requirement.

Mr. Pires stated, according to the Public Records law, once an award is made, the bid submittals become public record. If there is a rejection of the recommended award, they need to

take simultaneous action to then make those public records exempt from public disclosure. Mr. Adams stated, in other words, and that is probably more that Mr. Schutt has had some dialogue with a vendor who has chosen not to submit bids, is as they provide this information to you, the idea is that you do not go out and provide that back to the vendors. Mr. Pires indicated, in that regard, they did have public bid opening so those numbers have been disclosed. He asked if that is his concern. Mr. Pires stated those are public record.

Mr. Adams stated you cannot provide a copy of the bid submittal packages to other vendors. Mr. Schutt stated suppose we reject the bids now. Mr. Curland stated we did. Mr. Schutt stated no, we did not. They did not formally reject anything. All they said is they need to get the new bid proposal. Nobody said reject the bids. Mr. Pires advised technically, that is not rejecting bids. What they did was table the discussion and consideration of the award of bid until the Board has an opportunity to review the bid package and the bid documents submitted by both parties. He said, to that extent, he thinks that they need to ensure that when the Board Members get those packages, they are not disclosed to anyone outside of District Staff. Mr. Schutt stated in order to not carry this on for two (2) or three (3) months, he asked to have the bid packages emailed to them so they can review them prior to the next meeting.

Mr. Curland stated they are not taking into account that CDD #2 is in the same boat with them. They have another discussion point where they have CDD #2 potentially accepting the award, CDD #1 rejected it; where do they go from here. He stated this is a monetary issue that has to have concurrence of both Boards. Mr. Adams stated it may be appropriate to ask for some comments from the audience from the CDD #2 Board, to ensure they are not in that potentially arbitrary position. They have to move forward as a unit. Mr. Schutt stated CDD #1 is going to have arbitrary issues with CDD #2 all the time; CDD #2 is not running the development. They can have their position and CDD #1 has their position and there are various avenues of expression. They can either agree or one (1) of them can breach the contract and let the other one (1) decide they do not have an Interlocal Agreement. Mr. Adams agreed and stated it is not advantageous to the community at large to do that. In this issue, dealing with security, entry management points and irrigation, through the Interlocal Agreement, it is important to work towards a compromise if, in fact, there are opposing positions. To the extent that they cannot, and they get to the point where they want to breach the contract, that is something they will have to deal with at that point. He stated he is not in favor of that. Mr. Schutt stated he would still

like to see Wackenhut in there; they have 200 units of experience and he would like to hear their opinion. Mr. Adams advised them to keep in mind that they have some numbers and if they get to the point where they are uncomfortable and objecting and rebidding is what they choose to do, that is fine, but they have some numbers on the table already that are well known and could be an issue.

Mr. Albeit stated if the service was an issue and the company that is providing the security for this environment is not performing for the community, he would agree that they need to look at somebody else that saves them money, or they pay more money, if they are not getting the service needed. He commented this is an important part of Fiddler's Creek. He explained that the hourly rate for a guard is \$14 or \$15 an hour. Add 35% benefits on top of that, add in a uniform expense and they are at \$20 an hour. This is not where they are trying to make money. He told the Board they are going to get what they pay for. He added, Mr. Schutt wants to bring up the 3½%; that is the way the management contract was written a long time ago. He further explained, this is strictly a cost factor, which is why they were able to lower their price this year. They did their budget, looked at the total hours, they have staff at all of the gates and the bid sheet is a mirror image of what their budget is.

The question was raised as to whether the bid that was sent out is legal or not legal. Mr. Pires advised he did not review the packages before they went out. Mr. Schutt stated he does not think the legality of it is the question; they would like to see more information, rather than one line as to how it was determined.

Mr. Brougham stated this is a discussion that should be held among the Board Members themselves. He added audience comments are certainly appropriate at any time, but it was his opinion the Board Members should be the ones discussing the issue. It was brought to Mr. Brougham's attention that the person speaking was a Board Member of CDD #2.

Mr. Correia stated since the CDD #1 Board is looking for an opinion, he finds he strongly agrees with Mr. Brougham and part of him agrees with Mr. Schutt. Security is one (1) of the key aspects of what makes this a great place to live and so this is something that needs to be done properly. He expressed that they cannot afford to be wrong when it comes to security; their residents would be very upset with the Boards if they did that. He advised when it comes to their time to vote, he is going to vote for the Foundation. That is secure and he knows what they are about. He further stated he was upset that Wackenhut, which is a reputable organization, did not

give a bid. He stated there is a process they need to go through as to why large organizations do not provide a bid. That, to him, is not something they will solve over the next month.

Mr. Schutt stated one (1) of the problems he has is that it is a two (2)-year contract. Mr. Adams stated it is a one (1)-year contract with a one (1)-year option. Mr. Schutt stated they will be delaying it two (2) years. Mr. Adams reiterated it is one (1)-year contract with a one (1)-year option. He clarified to that he was asking Wackenhut to come in and give their perspective on community security, etc., and assessment, which they are prepared to do. That is not a bid. He stated the reason they did not bid is because they felt it was slanted toward the in-house provider and they felt they did not have a chance and it costs money to prepare a bid package. He commented if the District has a bid package that preferentially takes care of the in-house provider, it is not fair to all the other bidders. He said they have had problems with their own internal security force. It took five (5) years and almost a resident revolt to be able to get realtors in there. One (1) of the guards was fired on the spot, so they should not give the impression that everything their current security company did was fantastic; it has not been.

On MOTION by Mr. Curland and seconded by Mr. Schutt, with all in favor of reconsidering the bid packages, as received; directing Staff to forward the bid packages to the respective Board Members for review; and reconsidering the award of contract at the November meeting.

Mr. Brougham stated this current contract has an expiration date that is looming and if they hesitate, they have to take into consideration they may have to extend the current contract in order to have coverage. Mr. Curland advised it expires on November 30th, so they still have time to consider it at the next meeting. Mr. Brougham clarified that they have time, provided that the consensus between the two (2) Districts is to stay with Fiddler's Creek Foundation. If the vote is to go with an outside contractor, they are giving them three (3) days to martial the effort and man the gates and hire staff. Mr. Adams stated even though the November meeting has been moved up a week, Mr. Brougham makes a good point; if they decide to go outside of the Foundation, they will be looking at an extension with the Foundation because no company will be able to get 20-25 people in place and ready within two (2) weeks, particularly over a holiday.

SIXTH ORDER OF BUSINESS**Staff Report: Engineer**

Mr. Adams stated, on future agendas, he is going to move Mr. Cole's report back into Staff Reports because they are now before Fiddler's Creek CDD #2.

Mr. Cole stated he has one (1) pay draw that they reviewed last month; Draw #39, for approximately \$26,000. He indicated some of the items are cleanup from previous invoices that have not been submitted yet, the majority of which included retainages that were due. They have some of the ongoing work related to the Belle Meade grade clearing and all of the other items were retainages from previous work done.

Mr. Cole reported that he had a conference call yesterday with the bondholders' representatives and went over the budgets that they previously discussed. He stated they asked several questions and are still considering that information, so not much work is continuing until they get a decision from the bondholders as to what to proceed with.

Mr. Curland asked, aside from sidewalk cuts, what else are they waiting for approval on. Mr. Adams stated all is pending are requisitions for past work and retainages; they are currently being approved. Now they are talking about the revised laundry list of go-forward projects and that is what they are considering. Mr. Cole stated there may be a few cleanup items pending, but most of them are put through. He explained there is a lag between what they have processed and what has been paid and there are only (4) still outstanding, until they get to this month's draw. He added, several of the remaining items, that are part of the budget, for the future work are the Belle Meade grade clearing, certifications with the Water Management District moving backflow assembly to complete the fire line connection, and the sidewalk connections on Championship Drive.

Mr. Curland asked Mr. Cole if they do not do the Belle Meade clearing, will they be in default with the county for not continuing this project. He also asked what happens if the bondholders decide not to spend any more money on this. Mr. Cole responded that is something they discussed yesterday and he reiterated to them and they asked questions that lead him to believe that is something that is important to continue.

Mr. Pires stated, for clarification, the permit is not currently held by the District. At some point in time, the permit will be transferred to the District as the operating entity. It is not a District permit; it is an authorized activity under the bond issue and the statute, so the entity currently responsible under the permit is the developer, not the District. It does cause credibility

issues. Mr. Cole stated they need to get this work completed so they can transfer it over to the CDD. Mr. Curland stated best case is that they do need to continue Belle Meade.

Mr. Robertson brought up the subject of unsafe conditions. He stated at the T-intersection of Championship Drive and the Parkway at night, it is a very dark intersection; there are no street lights close to that intersection and all you see is darkness. He asked if it is feasible to upgrade that intersection like the one where Sandpiper intersects the Parkway, half a mile down the road, where at the other side of the intersection, there is a row of red reflectors. That way, at night, they will be able to see it is the end of the road. Mr. Cole agreed to research this issue.

SEVENTH ORDER OF BUSINESS

Update: Settlement Offer to OneSource Landscape & Golf Services, Inc.

Mr. Pires advised they filed their answer and counterclaim against OneSource. He stated he also filed a Motion to Dismiss.

EIGHTH ORDER OF BUSINESS

Approval of September 23, 2009 Regular Meeting Minutes

Mr. Adams presented the September 23, 2009 Regular Meeting Minutes and asked if there were any additions, corrections or deletions. The following changes were requested:

- Line 35: Change Roberts to "Robertson
- Line 186: Change "A Board Member" to "Mr. Schutt"
- Line 158: Change "process" to "progress"
- Line 288: Change "contracted" to "drafted"
- Line 566: Change "waive" to "wave"

On MOTION by Mr. Schutt and seconded by Mr. Curland, with all in favor of approving the September 23, 2009 Regular Meeting Minutes, as amended.

NINTH ORDER OF BUSINESS

Other Business

Mr. Brougham stated with regard to the minutes, which were as close to verbatim as he has seen, he advised that he had asked Mr. Adams to provide the Board an estimate of any

increased costs to keep the quality of the minutes as they see them now; he cannot say, "verbatim", where every piece is in the format of a Court Reporter. He found that a Court Reporter charges \$8.50 per page of transcribed minutes, so he asked Mr. Adams to speak internally to his transcription services to see if they can provide verbatim minutes and, if so, what the cost would be. Mr. Adams stated these being as close to verbatim as they have ever seen, they can have this level at no additional cost. He explained that they do not want to go to actual verbatim minutes because of cross talk and cutoff sentences and they will get lost trying to read them. For even closer to verbatim minutes, for a 14 day turnaround, it will cost about \$4.25 per page. Mr. Brougham stated he felt that was too expensive. He advised if they can keep them at this level, the more detail they can get in, for the future, the better off the Board will be because they have gone through some tedious discussions which could have some legal ramifications and to have a transcription that is as close to the record as possible is important. The Board agreed that they were comfortable with the level provided.

Mr. Brougham stated his next comment goes back to the potential implementation of the traffic management decision made earlier. He advised there is going to have to be an implementation period and stated they may want to consider retaining the guard at Championship for a period of time. At the last meeting, they passed a motion to keep the guard there through this month. He recommended that they make no changes in the guard service until they come up with an agreed to implementation.

Mr. Schutt asked whose responsibility it is to come up with an implementation plan. Mr. Brougham stated, depending on the decision of CDD #2, his suggestion was to have Mr. Charbonneau and Mr. Albeit draft an implementation plan to present next month.

Mr. Adams stated, out of that, you will get Staff level that understands the detail to prepare a plan and that puts the Board in a position to review it, ask questions and suggesting modifications and it gives them a good foundation to start with from Staff level that understands the practicality of some of that. Ultimately, the Board is making the decision.

Mr. Curland asked Mr. Albeit if it would be beneficial to him and Mr. Charbonneau to use the Security and Safety Committee as a sounding board. Mr. Brougham stated he had no objection to that, but he feels they need to have a guard present at Championship until it is passed by both Boards. Mr. Albeit stated he will present something. Mr. Curland confirmed the consensus of this Board that the guard remains until such time as they have an implementation

plan. Mr. Robertson stated they should immediately begin to have the guards advise large vehicles to go to the Sandpiper gate to begin the process and begin daily advising them.

Mr. Charabonneau stated keep in mind that the initial implementation of this was for vehicles that came to the Club and Spa and The Rookery Clubhouse and their golf maintenance. He reported that they sent out an email on October 6th, placed follow-up phone calls and he had his Staff at Championship, via memo, to give them a curve until Monday, November 1st. He advised, if somebody pulls up, they write up a ticket or a pass, whether they have one (1) or they issue a first warning; if they come back again, they get a second warning and the Staff will make contact with the particular vendor. He stated the majority of this traffic is the service personnel for the Fiddler's Creek residents. He asked if they are saying to begin redirecting the traffic right now, because that is going to take the assistance of the community to their own service personnel, which is the bulk of this traffic, to redirect it. Mr. Brougham stated they are now into the implementation plan. Mr. Schutt stated, for the time being, for those we can redirect. Mr. Charbonneau indicated they have already begun that process.

*****Mr. Brougham excused himself from the meeting.*****

TENTH ORDER OF BUSINESS

Staff Reports

a. Attorney

There being no report, the next item followed.

b. Manager

i. Unaudited Financial Statements as of September 30, 2009

Mr. Adams presented the Unaudited Financial Statements as of September 30, 2009. There being no questions, the next item followed.

ii. Fiscal Year 2010 Meeting Schedule

- **NEXT MEETING DATE: November 18, 2009 at 8:00 A.M.**

Mr. Adams reminded the Board that their meeting date for November was moved up one (1) week and the date is November 18th. He advised they have also provided to the Board a revised meeting schedule in hopes that it might be more user friendly.

c. Operations Manager

Ms. Crismond reported the aeration lake/fountain is working; the Canopy Tree Reduction Program will commence on Championship Drive the first week of November; pressure cleaning

has commenced this week in various areas of Fiddler's Creek; last month, they approved additional lights that were not included in the original quote, which increased the cost by \$7,000, but it covers every street light and every stop sign and decorative sign throughout Fiddler's Creek CDD #1 on Championship Drive and Fiddler's Creek Parkway. She advised that under Patrol Services, she was requested, at the last meeting, to include how many visits this encompasses, which is three (3) in total, between last month's update and this month's update.

Mr. Schutt stated in order to clarify, when they talk about Canopy Tree Reduction, is that the thinning out of the ficus trees so that they were not blown over in the first big wind or hurricane. He asked if that is what they are talking about, or if they are talking about trimming trees that are encroaching on properties. Ms. Crismond stated, after review with their arborist and all of the upper level staff involved on-site, the first part of this project was to start with the buffering ficus trees along Championship Drive. She explained that they had to break it into phases. Mr. Schutt asked why they are being trimmed. Ms. Crismond responded the reason they are being trimmed right now is to get them off of the buildings at Deer Crossing. It is in the program to do the thinning out. Because of the cost, it has to be done in phases, per year. She has provided all of the information to Mr. Adams and they will address it at budget season, next year, to increase that budget line item to be able to do all of the proper trimming throughout.

Mr. Adams reminded them that they sequestered a report from a landscape architect which was presented to them a meeting or two (2) ago, the Board approved moving forward with implementation of the program and there are some budget restrictions so they are prioritizing the implementation.

ELEVENTH ORDER OF BUSINESS

**Audience
Requests**

Comments/Supervisors'

Ms. Smith stated she made a recommendation last month and, because of the Sunshine Laws, the message was not passed on to CDD #2 to attend their meeting. She contacted Mr. Adams and others. She knows the email addresses are working, because she knows for a fact that Ms. Schiavo sent Ms. Scott Option #4. She would like to have them rechecked, make sure they are working and she recommended that all Supervisors be at both meetings.

Mr. Curland stated even when the meeting times were reversed, the majority of the Supervisors were present for both meetings. Today, all members of CDD #2 are present. Mr.

Adams stated the difference was today's meeting and the way they have been advertised, going forward, is that it does allow participation by the other Board.

Mr. Robertson stated there are two (2) patrol vehicles which they voted for last year and said they would continue to drive them until they drop. They are at that point. The 2007 vehicles have 250,000 miles on it and he proposed scrapping it immediately and it is in their budget to purchase a new vehicle as soon as possible.

Mr. Adams advised he intended to bring them a proposal for purchase and finance at the next meeting, having been brought up to speed in the last few days that they have one (1) that is down.

Mr. Curland asked if this will be an agenda item for the next meeting and Mr. Adams responded affirmatively.

TWELFTH ORDER OF BUSINESS

Adjournment

**On MOTION by Mr. Curland and seconded by Mr. Schutt,
with all in favor of adjournment.**

The meeting adjourned at 10:38 a.m.


Secretary/Assistant Secretary


Chairman/Vice Chairman