

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

&

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

**JOINT
SPECIAL MEETING AGENDA**

September 21, 2010

Fiddler's Creek Community Development District #1 & Fiddler's Creek Community Development District #2

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

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

September 16, 2010

REVISED AGENDA

Boards of Supervisors

Fiddler's Creek Community Development District #1 & Fiddler's Creek Community Development District #2

Dear Board Members:

The Boards of Supervisors of the Fiddler's Creek Community Development Districts #1 & #2 will hold a Special Meeting on **Tuesday, September 21, 2010 at 1:00 p.m.**, at the **Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114**. The agenda is as follows:

1. Call to Order/Roll Call
2. **FIDDLER'S CREEK #1 Request for Executive Session to Occur on September 22, 2010**

JOINT MEETING ITEMS

3. Discussion: Access Control Services

CURRENT:

- A. Review of Current Contract Terms/Conditions Related to Cancellation, Modifications, etc.
- B. Review of Current Bid Specifications/Level of Service
- C. Review of Current Budgeted Costs

FUTURE:

- D. Service hours
 - i. Gate Manning Hours/Days (Main and Sandpiper)
 - ii. Roving Patrol Hours/Days
- E. Securing Service Providers
 - i. Sealed Bid
 - ii. Request for Proposals (No Sealed Bid)
 - iii. Negotiation with Current Provider to Provide "At Cost"

- iv. District Direct Employ Security Staff
- F. Direction to staff
- 4. Other Business

NEXT MEETING DATE: September 22, 2010 at 8:00 A.M.

FIDDLER'S CREEK CDD #1 ITEMS

- 5. Audience Comments/Supervisors' Requests
- 6. Adjournment: **Fiddler's Creek CDD #1**

FIDDLER'S CREEK CDD #2 ITEMS

- 7. Audience Comments/Supervisors' Requests
- 8. Adjournment: **Fiddler's Creek CDD #2**

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

Sincerely,



Chesley E. Adams, Jr.
District Manager

For Board Members and Staff unable to attend in person, a toll-free, call-in number of **1-888-354-0094** has been established.

Please input the conference ID of **8593810#**. You will be placed on hold until the moderator calls in and all parties are joined on the same line.

CA:dg

Daphne Gillyard

From: Naples Daily News [naplesnews@clicknbuy.com]
Sent: Friday, September 10, 2010 12:37 AM
To: Daphne Gillyard
Subject: Thank you for placing your classified advertisement.

Ad # 1867253

Thank you for placing your classified advertisement.

The following represents the current text of your advertisement:

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 & FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 NOTICE OF JOINT SPECIAL MEETING NOTICE IS HEREBY GIVEN that the Boards of Supervisors of the Fiddler's Creek Community Development Districts #1 & #2 will hold a Joint Special Meeting on Tuesday, September 21, 2010 at 1:00 p.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114 for the purpose of discussing Access Control Services. A copy of the agenda may be obtained from the District Manager, WRATHELL, HUNT AND ASSOCIATES, 6131 Lyons Road, Suite 100, Coconut Creek, Florida, 33073, (954) 426-2105. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. The meeting may be continued in progress without additional notice to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff and/or supervisors may participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the meeting because of a disability or physical impairment is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at 954-426-2105. If you are hearing or speech impaired, please contact the Florida Relay Service at 1(800) 955-8770, who can aid you in contacting the District Office. Each person who decides to appeal any decision made by the Boards with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. District Manager Fiddler's Creek Community Development District #1 & Fiddler's Creek Community Development District #2 September 10, 2010 No1867253

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If you need any assistance with your advertisement, please contact our classifieds department. 239-263-4700

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**SECTION 6
DETAILED SPECIFICATIONS**

- 6.01 **SCOPE OF WORK** - The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete security patrol.

Each Bidder shall submit one bid encompassing all proposal areas.

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT

6.02 **DETAILED SPECIFICATIONS**

1. Provide uniformed security officers for the District. The security officers will be utilized as guards at the Main Guardhouse and will be on duty twenty-four (24) hours per day, seven (7) days per week, throughout the year and additional security officers will be utilized as a guard at the Construction Gatehouse and will be on duty twelve (12) hours per day, six (6) days per week; and a third guard will be utilized as a roving patrol guard (vehicle provided by the District) twenty-four (24) hours a day, seven (7) days a week. **THE DISTRICT RESERVES THE RIGHT TO MODIFY THE ABOVE IDENTIFIED SCHEDULES.**
2. All security officers shall be licensed through the Secretary of State, State of Florida and all licenses shall be kept current at all times.
3. The Security Company shall ensure that all security officers have driving records within the State of Florida that bear no motor vehicle infractions. Copies of the security officers motor vehicle records shall be obtained by the Security Company and certified, to the District, prior to any security officer patrolling the Fiddler's Creek Community. Any security officer who is assigned to the Fiddler's Creek Community Development District #1 & #2 by the Security Company and who does not have the necessary motor vehicle licenses required by the State of Florida and has motor vehicle infractions on their driving record shall be cause for immediate dismissal by the Security Company. Additionally, the Security Company will not be paid for any services rendered to the District for the officer who has been found by the District to be in violation of this provision.
4. All vehicles used to patrol the District shall be marked with the telephone number of the security company; this number must be answered twenty four (24) hours per day and the person answering the telephone must have contact with the security officer(s) and all local authorities.
5. All vehicle(s) maintenance, operation and fuel cost shall be incurred by the District.
6. The security officers shall be trained and supervised in security functions and procedures with an emphasis on public relations. All security officers shall have in their possession, at all times, their post orders that details their duties and lists emergency notification names and phone numbers, a map showing the entire Fiddler's Creek Community Development District and each officer's designated area of patrol. The security officer(s) shall have all necessary materials and equipment to properly perform their duties.
7. The security patrols shall provide security coverage for all areas within the Fiddler's Creek Community Development District #1 & #2, unless otherwise notified. The security officer shall make a complete round of his/her patrol area upon reporting for duty, then begin a random patrol of that area. The security officer shall spend all his/her time patrolling these areas. The security vehicle shall be parked in only highly visible areas for a maximum of only fifteen minutes. Security vehicle(s) shall never be parked at the same location. The emphasis shall be placed on random patrol. All unoccupied structures shall be checked minimum of twice per shift and noted in the

patrol. All unoccupied structures shall be checked minimum of twice per shift and noted in the patrol log. The security officers shall not check an occupied residential dwelling. All security officers will be notified of the highest priority areas to be patrolled, if there are any existing. The security officers shall prevent non-residents from fishing in any of the lakes.

8. The Security Company, at no extra cost, shall provide a patrol manager who will be available to assist the security officers in the event of a problem. The patrol manager shall make random checks on the security officers to ensure all procedures are followed. The patrol manager shall be on site, at minimum, 45 hours a week (during normal business days and hours) and available twenty four (24) hours per day.
9. In the event of an incident, the security officer shall contact the necessary personnel and assist local law enforcement. The Security Company and security patrols shall maintain an excellent relationship with the local law enforcement agencies. Any internal investigations will be handled in the strictest confidence and information obtained will be divulged only to persons so designated by management.
10. It is understood and agreed that all security officers placed within the Fiddler's Creek Community are acceptable to the Resident Project Representative. The Resident Project Representative reserves the right to demand the replacement of any officer that does not meet their expectations of excellence.
11. To help insure that the District receives quality personnel and avoids constant personnel "turn-over", the District requires the following minimum wages be paid to the officers assigned to the Fiddler's Creek Community Development District. Each staff member shall be paid a minimum of \$10.00 per hour.
12. A summary/ statistical report shall be provided on a monthly basis, to the Resident Project Representative, highlighting the prior 30 days noteworthy incidents and activities.

In addition, the following criteria shall be used as a minimum at the one year mark for determining raises for all Officers assigned to the Fiddler's Creek Community Development District #1& #2.

Following a review, which will include the Security Company's regional representative, the District representative, and the Officer, raises shall be considered and awarded as appropriate.

ADDITIONAL SPECIFICATIONS

1. At no cost to the District, the first twelve (12) hours of new employee work will be training status to train eight hours at the gate house and four hours of roving patrol responsibilities, as well as the physical layout of Fiddler's Creek.
2. Security Company will provide appropriate supervision to include post inspections by supervisors and management.
3. Security Company agrees to allow District management to interview all security officers, if desired, prior to them being assigned to Fiddler's Creek.
4. Security Company agrees to utilize only security officer who meet the standards of Fiddler's Creek and for which no reasonable objections have been made by the District.
5. Security Company must provide a current Client list identifying accounts similar in size and operation to this account of uniformed security coverage as administered and managed by the

office or branch to be responsible for this account in the Naples/Bonita Springs area. The list shall identify the total hours of service per week, nature of the account and the name of a contact person and that individual's telephone number.

6. Security Company must provide, at a minimum, insurance, at the limits and coverages as set in section 3.24, plus the ability to augment the coverage if deemed necessary, by District management.
7. Security Company must be able to augment and restructure forces from own agency in event of natural disasters to protect and secure Fiddler's Creek property and structures, as in the case of Hurricane Wilma. Security Company must also provide list of offices outside geographical area in the State of Florida.
8. Security Company must provide Quality Assurance audits provided by an unbiased third party with documentation within the past year to District management.
9. Security Company must provide District management with procedural steps in their screening and selection process when hiring prospective security officers.
10. Security Company must provide District management with their training and reinforcement programs associated with security awareness.
11. District management reserves the right to reject any or all proposals and to waive formalities.
12. **Director of Safety Specifications are as follows:**
 - Six (6) or more years experience in a management role at an exclusive private gated community.
 - Ten (10) or more years experience with a national security corporation.
 - Personal security/protection experience.
 - Demonstration of progressive responsibilities throughout career.
 - Continuing/ accredited education in law enforcement.
 - Valid state of Florida "D" and "G" License.
 - K-9 (canine) trained and certified.
13. **Uniform Specifications are as follows:**
 - Short sleeved shirt, double pocketed with flaps. Pockets to have 1 1/2" navy blue stripe outlined in gold braid. Shoulders to have navy blue epaulets outlined in gold braid.
 - Gold badge stating "Fiddler's Creek Patrol" shall be worn over the left pocket.
 - Matching navy blue tie with a full colored Fiddler's Creek logo on the bottom.
 - Pants matching navy blue with a 5/8" navy blue stripe outlined in gold braid.
 - Officer style hat in navy with gold braid.
 - Black patent leather shoes.
 - Uniforms must be dry cleaned after each use.
 - Officers must change in to uniform on Fiddler's Creek property and change out of uniform before leaving Fiddler's Creek property.
 - A minimum inventory of ten (10) full sets of the following sizes must be maintained at all times. Men small, medium, large and extra large. Women's small, medium, large and extra large.

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT**

POST ORDERS

ADOPTED 4/25/07
Last Revised 2/24/10

Section 1

INTRODUCTION

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

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

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

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

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

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

Section 2

EMERGENCY NOTIFICATION PROCEDURES

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

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

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

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

SITE INFORMATION AND KEY POINTS OF CONTACT:

Facility address:

Main Gate Address
8250 Fiddler's Creek Parkway
Naples, FL 34114

732-7726

Championship Gate Address
4560 Championship Drive
Naples, FL 34114

Sandpiper Gate Address
3054 Sandpiper Drive
Naples, FL 34114

Director of Safety
3470 Club Center Blvd.
Naples, FL 34114

530-2814
775-0106 FAX

Emergency number for Police/Fire/Medical Support: 911

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

KEY PERSONNEL:

DIRECTOR OF SAFETY
MICHAEL CHARBONNEAU

Telephone Number (work)
530-2814

Telephone Number (home) (239) 352-9079
(cell) (239) 253-4504
(pager) (239) 253-7243

Captain
Douglas Duprey

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

Foundation General Manager

Ron Albeit
(cell) (239) 253-3331

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

CONTACT TELEPHONE NUMBERS

CONTACT	TELEPHONE NUMBERS
*Cardinal Management (All property related matters, leaks fire systems etc...)	774-0723
Abuse Registry	800-342-8152
ADT (Alarm Monitoring Company)	800-428-7124
Cleaning Service (Cleaning & Light Bulbs)-DOUG	398-2050
Collier County Animal Control	530-7387
Collier County Code Enforcement	252-2440
Collier County Sheriff's Office (Marco)	394-5129
Collier County Sheriff's Office (Naples)	793-1844
Comcast	793-3577
Diamond Plumbing	253-0481
East Naples Fire Department	774-7111
Century Link (Telephone Repair)	611
Fiddler's Creek Golf Course	530-2818
Fiddler's Creek CDD Manager's	498-9020 OFFICE/989-2939 CELL/ 464-7114 CELL
FL Game & Freshwater Fish Commission	888-404-3922
Florida Highway Patrol	455-3133
<i>Key to Cool</i>	272-5324
Information service lines meter sets*George Frank	707-6421
Installation of gas mains*Randy Smith	707-8669
Alligator Extraction (Dave Regel)	571-0163
Marco Cooling & Refrigeration	394-3195 or 643-3000
Naples Community Hospital	436-5000 (Trauma Center)
Tru-Green (CDD Area Maintenance)	455-0000
Physicians Regional Hospital	354-6000
Poison Information Center	800-282-3171
Rookery Golf Course	389-6600
South Florida Water management	597-1505
TECO/Peoples Gas emergency line	877-832-6747
TEM *Gate Repairs, tech support, etc.	800-777-8912 ext. 1927
The Conservancy (Wildlife Rescue)	262-2273
Comcast	793-3577
Truly Nolen (Pest Control)	800-847-0543
West Coast Installation (Sliding Doors)	597-2117

ALARM PROCEDURE:

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

Section 3

POLICIES AND PROCEDURES

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

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

SPEED LIMIT AND USE OF STREETS

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

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

CONSTRUCTION AND MAINTENANCE WORK

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

SECURITY

All non credentialed visitors will be stopped at the Main gate and/or Sandpiper gate following the procedures outlined below. If at any time you are in doubt about any security procedure, contact the Director of Safety.

Section 4

POST INSTRUCTIONS

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

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

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

GATEHOUSE OPERATIONS

Hours of “manned” operation are as follows:

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

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

CONSTRUCTION AND LARGE COMMERCIAL VEHICLES AND EQUIPMENT

- For purposes of these Port Orders, large “Commercial vehicles” are defined as box trucks and tractor trailers delivering furniture, cars, household items and/or construction materials to existing residences, large daily service vehicles including landscapers and pool servicers and food and beverage deliveries to the Club & Spa and Rookery. “Construction vehicles” are defined as any vehicle or motorized equipment normally associated with new construction. These vehicles include, but are not limited to tractors, dump trucks, dumpster delivery vehicles, cement trucks, asphalt trucks, tractor/trailers including low boys, flatbed trucks, glass trucks, boom trucks, bucket trucks (cherry pickers), front end loaders, bull dozers, back hoes, bob cats, Caterpillars, and other similar vehicles and motorized equipment.
- **SMALL COMMERCIAL VEHICLES AND EQUIPMENT**
- For purposes of these Post Orders, small “ Commercial vehicles are defined as vans, pickup trucks and or passenger vehicles being used in the commission of business such as pool servicing, landscaping, plumbing, electrical, home improvement, etc. to existing residences.

All large commercial vehicles and construction vehicles arriving at the Championship Drive Gate or the Fiddler’s Creek Parkway Gate should be redirected to ENTER and EXIT via the Sandpiper gates.

All small commercial vehicles arriving at Championship Drive Gate should be redirected to either the Sandpiper Gate or Fiddlers Creek Parkway Gate.

EXCEPTION: The only exception to the above is the District’s Landscape Contractor, who will be allowed to enter and exit at all gates.

ACCESS PROCEDURES

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

- **Residents:** Individuals with gate transmitters have unrestricted ingress through the designated resident lanes at the Fiddler's Creek Parkway and Sandpiper Drive gates and the ingress lane at the Championship Drive gate. Unrestricted egress will be by utilizing gate transmitter at all secondary egress barrier gates.
 - **CDD, Foundation and Gulfbay Management and Staff:**
Management personnel have a gate transmitter with unrestricted ingress through the designated resident lane at the Fiddler's Creek Parkway and Sandpiper Drive gates and the ingress lane at the Championship Drive gate. Unrestricted egress will be by utilizing gate transmitter at all secondary egress barrier gates.
Staff have an access Visitors Pass (barcode pass) affixed to the back side window drivers side which will be read by the pedestal reader for unrestricted use of the ingress and secondary egress barrier lanes at the gates.
 - ****Early Activated Home Owners:** Early Activated home owners will receive an access control Visitors Pass (Pass printed with text directions and a barcode). They will then be asked to position Visitors Pass on vehicle dashboard and advised they must utilize Visitors Pass at pedestal reader for unrestricted ingress at the interior ingress lane closest to the gatehouse at the Fiddler's Creek Parkway and Sandpiper Drive gates and the ingress lane at Championship Drive gate. Unrestricted egress will be by using the pedestal readers, located at all secondary egress barrier gates.
 - **Guest: Houseguests or Extended Family Houseguests:** receives a Club & Spa Houseguest card with their name, photo and the name of the resident that they are visiting. Each guest will receive a Visitors Pass (Pass printed with text directions and a barcode). Guests will then be asked to position Visitors Pass on vehicle dashboard and advised they must utilize Visitors Pass at pedestal reader for unrestricted ingress at the interior ingress lane closest to the gatehouse at the Fiddler's Creek Parkway and Sandpiper Drive gates and the ingress lane at Championship Drive gate. Unrestricted egress will be by using the pedestal readers located at all egress barrier gates.
Resident Guests registered: Residents shall be given a courtesy call for all registered guests; informing them that the guest is on their way. Each guest will receive an access control Visitors Pass (Pass printed with text directions and a barcode). Guests will then be asked to position Visitors Pass on vehicle dashboard and advised they must utilize Visitors Pass at pedestal reader for unrestricted ingress at the interior ingress lane closest to the gatehouse at the Fiddler's Creek Parkway and Sandpiper Drive gates and the ingress lane at Championship Drive gate. Unrestricted egress will be by using the pedestal readers, located at all secondary egress barrier gates.
Resident Guests non-registered: A resident will be given a courtesy call for all non-registered guests, PRIOR to the guests gaining access to the community.
If the resident does not answer the call the visitor will be granted access to the community as a member of the general public (see below).
- Guest: Resident Guests non-registered continued:**
If the resident answers the phone and does not want to see the guest the resident will be told that the guest will receive access to the community as a member of the general public. Individual(s) are then provided a map, prepared by the District, depicting all District owned roads and advised that these are the only roads that they are permitted to use. **If an individual is witnessed on "Private Property" the Collier County Sheriff's Office (CCSO) may be notified and the CCSO may be requested to issue a trespass warning.**

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

- **Realtors/Open Houses registered:**

It is the property owners responsibility to register their property as being "for sale" with the Safety Department and to provide the name of the listing company and agent. The homeowner should utilize the form entitled "REGISTRATION OF RESIDENCE FOR SALE", which can be obtained on the Fiddler's Creek web site, at the Club & Spa Administration Desk or at the Fiddler's Creek Parkway gate. It will be the listing company/agent's responsibility to register all open houses with the Safety Department. All visitors requesting access to a registered "for sale" property or "open house" will receive a Visitors Pass (Pass printed with text directions and a barcode). Guests will then be asked to position Visitors Pass on vehicle dashboard and advised they must utilize Visitors Pass at pedestal reader for unrestricted ingress at the interior ingress lane closest to the gatehouse at the Fiddler's Creek Parkway and Sandpiper Drive gates and the ingress lane at Championship Drive gate. Unrestricted egress will be by using the pedestal readers, located at all secondary egress barrier gates.

Realtors/Open Houses, non-registered:

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

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

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

Non Resident Golf Members: will be issued a Visitor's Pass (Pass printed with barcode). Members will then be asked to position Visitors Pass on vehicle dashboard and advised they must utilize Visitors Pass at pedestal reader for unrestricted ingress at the interior ingress lane closest to the gatehouse at the Fiddler's Creek Parkway and Sandpiper Drive gates and the ingress lane at Championship Drive gate. Unrestricted egress will be by using the pedestal readers located at all egress barrier gates .

Optionally, non-resident golf members may purchase a gate transmitter for unrestricted ingress through the resident lane at the Fiddler's Creek Parkway and Sandpiper Drive gates and the ingress lane at the Championship Drive gate. Unrestricted egress will be by utilizing gate transmitter at all secondary egress barrier gates.

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

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

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

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

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

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

- **Utility Companies and Deliveries-**

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

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

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

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

- Officers will request a picture ID
ID will be recorded along with the tag number of the vehicle

- **Government Vehicles-**

All government vehicles such as EMS, Fire, Police, School Buses etc. (in emergency as well as non-emergency situations) shall be granted access without any information recording being required.

- **Process Servers-**

Bona fide process servers acting in their official capacity are to have, after showing their credentials, court documents, and unimpeded access to the property. Once verified, the Gatehouse Officer is to ask the process server if the individual to be served may be called as a matter of courtesy. If the process server specifically indicates that the individual is not to be notified, no call is to be made. As the vehicle departs the gate into the community, pertinent information such as the vehicle license plate number is to be recorded and the patrol notified of the process server’s presence on site.

- **Small Commercial vehicle traffic-**

Vehicles described should be accessed in the following manner(at either the Sandpiper gate or Fiddlers Creek Parkway gate: Each vehicle will receive an access control daily

visitor pass(with text directions and a barcode). They will then be asked to position the pass on the dashboard of their vehicle. They will then be advised they must utilize Visitors pass at interior visitor lane closest to the Fiddlers Creek Parkway gate to be handscanned by a Safety Officer, or at Sandpiper gate using the pedestal reader. Unrestricted egress may be obtained by using the pedestal reader at the interior secondary egress barrier gate at Fiddlers Creek Parkway gate, or using the pedestal reader at either the Sandpiper gate or the Championship Drive gate.

- **Large Commercial vehicle traffic-**
Vehicles described should be accessed in the following manner(at Sandpiper Drive gate). Each vehicle will receive an access control daily visitor pass (with text directions and a barcode). They will then be asked to position the pass on the dashboard of their vehicle. They will then be advised they must utilize the visitor pass at the inbound interior visitor lane pedestal reader at Sandpiper gate. Unrestricted egress may be obtained by using the pedestal reader at the interior secondary egress barrier gate at Fiddlers Creek Parkway and Championship Drive or the interior egress barrier gate at Sandpiper gate.

Sandpiper Drive and Championship Drive Gates (Remote Access protocol)

- **Member states gate remote will not open gate(Inbound)-**
Use the identifiers from their access list (i.e. pin number, home phone, member number, etc.) to grant them access. Request that, at their convenience, they stop at the main gate in order for a Safety officer to verify the facility code and or remote number is in the Gate House system. If remote facility code is not 01 direct to member services for the device to be exchanged at no charge. If facility code 01 is not in database advise member and system will be updated by end of day.
- **Member states gate remote will not open gate (Outbound)-**
Use the same identifiers from their access list as above and also request that they stop at the main gate to verify the device is in the system and or remote is compatible. If not, direct them to member services for a replacement at no charge. If the facility code is 01, advise them that it will be updated in the system by the end of the day.
- **Guest states pass will not open gate (Inbound)-**
Verify guest is using the pass correctly (barcode side up facing reader). If the pass is being used correctly, but will not work then verify that the guest is valid on an access list within the community. If so log the guest in as if at main gate and offer directions if necessary by pressing the # then 9 keys on the telephone. If guest does not appear on an access list request that they drive to the main gate to be accessed according to the Post Orders for the general public. Instruct them to pass behind the gatehouse then allow exit through the secondary gate after activating callbox and pressing #9 key on telephone.
- **Guest states pass will not open gate (Outbound)-**
Verify guest using barcode correctly (barcode side up facing reader). If the pass is being used correctly but will not work, then allow guest to exit property by pressing the # 9 key on the telephone.

- **Non – registered guest(s)-**

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

- **Guest passes that will not read-**

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

General Procedures (Gatehouse)

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

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

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

General Procedures (Patrol)-

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

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

Vehicles are to remain on the site at all times except as required within the normal course of assigned duties or as directed by the Director of Safety. Vehicles are to be refueled as soon as reasonably

possible once ¾ of the fuel has been expended. When refueling gas-operated vehicles, ensure that the gas receipts are filled out correctly.

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

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

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

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

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

USE OF VEHICLE FLASHERS

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

ALARM RESPONSE

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

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

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

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

- Dispatch patrol unit(s) to the location

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

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

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

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

*This is required even if the alarm is false.

HURRICANE PROCEDURES

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

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

Hurricane Watch-

A hurricane may threaten coastal and inland areas. The watch means that hurricane conditions are a real possibility, but may not be imminent.

Hurricane Warning-

A weather advisory meaning a hurricane is expected to strike in an area within 24 hours.

HURRICANE WATCH PROCEDURES:

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

HURRICANE WARNING PROCEDURES:

- Ensure that all safety vehicles are full of gas.
- Initiate immediate contact with the golf maintenance personnel to arrange for additional fuel as required.
- Activate the use of a portable transistor radio to monitor emergency management information at the gatehouse.
- Maintain the operational status of the gatehouse unless otherwise directed by supervisory personnel.
- Conduct an overall check of all two-way communications equipment to confirm operational status.
- Transfer all-important papers, keys, etc. to the Sales Center or other location as designated by supervisory personnel.
- Provide an ample supply of food and water to the gatehouse.
- Ensure that there is adequate rain gear for all officers on duty.

- Physically inspect and visually confirm all credentials utilized to gain access to the property. Anyone attempting access to the community without proper credentials will be denied.

ACTIONS FOLLOWING A HURRICANE:

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

ROAD PATROL SITE SPECIFICS AT FIDDLER’S CREEK

0800-1600 Saturday & Sunday: (When applicable)

0800 – Briefed/relief by 2400 – 0800 officer.

0800 – Initial patrol of all villages/common areas, (Clubhouse lot, etc.) Report/correct any unusual activities (i.e. children and/or pets on construction sites) remove and write incident report.

0800 – Check both safety mailboxes (Sales Office and Clubhouse Administration) for memorandums/pertinent information to be distributed.

0900 – 1600 Continue patrols of above areas and respond to all emergencies/alarms in a timely manner, at posted speed limits with rotary lights activated. Any unusual activity observed should be documented and the appropriate action taken (verbal warning, access revoked, law enforcement intervention, etc.)

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

1600 –2400

1600 – Briefed by 0800 – 1600 officer.

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

1730 – Initial check of all construction areas. Advise all workers that curfew is 1800 hours. With the exception being written notification to security from builder’s representative.

Issue a verbal warning for the first curfew violation. Secure the contractor pass and revoke access to the property for the second curfew violation. If the worker refuses to comply, contact the Collier County Sheriff’s Office in reference to trespassing.

Monitor Championship Gate and Sandpiper Gate every hour (time permitting). Report all findings.

1800 – Check all doors and secure the Sales Center. If found unsecured, write up an Incident Report. If staff is working late, check the building periodically and/or secure if necessary.

2000 – Initial foot patrol/security of clubhouse. If activities are still under way in the clubhouse (dinners, etc.) DO NOT secure front entrance.

2100 – 2200 – Patrol villages and/or report any activity. There should be no activity at or near the pool area after dusk. If witnessed, ask the parties to exit the area and write an Incident Report.

2300 – Final check of the clubhouse and spa. Any unsecured areas need to be written up on an Incident Report.

Garage Door Checks –

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

THIRD SHIFT PATROL CHECKLIST

0015 – Check all perimeter gates.

0045 – Resident Check – all garage doors

0130 – Sales Office alarm should be set and all doors locked.

0200 – Foot patrol – Clubhouse and Spa. Everything should be locked. Nobody allowed in pool.

0300 – Check perimeter. Check gate guard.

0400 – Check all construction parcels.

0500 – Check perimeter. Check gate guard.

0600 - Oncoming guard at construction gate. Pass on any information

0630 – Wash vehicle.

SECTION 4 CONTRACT

THIS CONTRACT made and entered into this 1st day of December, 2009 by and between The Fiddler's Creek Community Development District #1& #2, Collier County, Florida, party of the first part (hereinafter sometimes called the "District") and Fiddlers Creek Foundation, Inc. d/b/a FC Safety, party of the second part, hereinafter called the "Contractor".

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, and the covenants and conditions herein mutually agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform and complete, high quality security patrols within the District as set forth in the Contract Documents as identified in Article VII of this Contract.

ARTICLE II

The District shall pay the Contractor for the faithful performance of the Contract in lawful money of the United States and subject to additions and deletions as provided in the Contract Documents as follows:

For proposal(s) see Section 5.

On a monthly basis, only for work completed during that month.

The aggregate amount of proposal(s) within the Contract is in the sum of \$500,160.00 for a twelve (12) month period beginning December 1, 2009. The District shall have the option to renew at it's sole and absolute discretion and upon thirty days written notice, for a second twelve month period in the sum of \$ 512,664.00.

ARTICLE III

The Contractor shall commence work on December 1, 2009 or as set forth in Section 3.18 of the General Conditions, as applicable, and the work shall be performed in accordance with these Contract Documents.

Termination - The Contract shall terminate on November 30, 2010. The District reserves the right to cancel this Contract in accordance with Sections 3.28, 3.30 and 3.31 of the General Conditions if work is not performed in a satisfactory manner as determined in the sole and absolute discretion of the District. Notice shall be in writing and delivered by certified mail to the Contractor.

ARTICLE IV

The Contractor has carefully examined the herein described areas and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. In no event shall this Contract be more strongly construed against the District than against the Contractor.

Any ambiguity or uncertainties in the detailed Proposal and in any other Contract Documents shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

It is distinctly understood and agreed that the approval, and/or acceptance of any part of the work by the District as in compliance with the terms of this Contract and related specifications covering said work, shall not operate as a waiver by the District of the strict compliance with any other terms and conditions of this Contract and related specifications proposed not performed by the Contractor, after written notice in accordance with Article IX of this Contract.

ARTICLE V. PAYMENT

Contractor shall provide the District an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month. Payment of amounts due and not subject to set off hereunder on said invoices will be made by District within twenty (25) calendar days of said invoice. No payments shall be due or payable for work not performed or materials not furnished.

Bills for any travel expenses must be submitted in accordance with the provisions of section 112.061, Florida Statutes. In no event shall the District be required to make payment for defective or incomplete work, or other expenses not approved in writing by the District.

ARTICLE VI. INDEMNIFICATION

Contractor shall defend at its cost and expense and shall indemnify and hold harmless the District and all of its agents, attorneys and employees from and against all liability, claims, demands, losses and expenses, including attorney's fees arising out of, or resulting from the performance of work under this Contract, or is caused in whole or in part by any negligent act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder or by the negligence of the District. Each of the indemnities given by the Contractor herein and elsewhere in the Contract Documents, is given in consideration of the first \$100.00 of the Contract sum, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Contractor.

ARTICLE VII. CONTRACT DOCUMENT

This Contract shall include:

- Notice to Contractor
- Instructions to Bidders
- General Conditions
- Contract Agreement
- Proposal
- Detailed Specifications

ARTICLE VIII. MISCELLANEOUS

- 8.1 Any ambiguity or uncertainties in the detailed Proposal and in any other Contract Documents shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.
- 8.2 It is distinctly understood and agreed that the approval, and/or acceptance of any part of the work by the District as in compliance with the terms of the Contract Documents and other related specifications covering said work, shall not operate as a waiver by the District of the strict compliance with any other terms and conditions of the Contract Documents and other related specifications or plans.
- 8.3 This Contract relates to work to be performed by Contractor in the State of Florida, and the laws of such State shall govern the construction of this Contract and its terms. Contractor waives and relinquishes its right to commence or maintain an action at law or equity arising out of this Contract in any place other than in state court Collier County, Florida, which shall be the exclusive venue for any action.
- 8.4 In the event either party to this Contract is required to retain legal counsel or other expert consultants to enforce any of its rights or to enforce any of the other party's obligations under this Contract, the prevailing party shall recover its reasonable attorney's fees and consultant's fees from the non-prevailing party together with court costs incurred in any litigation and in any appellate, bankruptcy or post-judgment proceeding. The term "attorney's fees" as used in this Contract shall include fees for paralegals and fees

prior to litigation, and in any litigation, bankruptcy, appellate or post-judgement proceedings. The existence of any such dispute shall not be grounds for any failure to perform by the Contractor.

- 8.5 Unless a Contract between the Contractor and any subcontractors or vendors provides otherwise, the provisions of section 287.0585, Florida Statutes, shall apply as to late payments by the Contractor to subcontractors and vendors.
- 8.6 The District shall have the right to unilaterally cancel this Contract for the refusal by the Contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract.
- 8.7 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work under this Contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the District.
- 8.8 If a term, provision, covenant, Contract or condition of this Contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, Contract or condition had not been contained herein.
- 8.9 The paragraph captions, when used, in this Contract and section caption of the General Conditions are for convenience only and shall not be used in interpretation hereof.
- 8.10 This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

ARTICLE IX. NOTICES

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be in accordance with section 3.17 with the General Conditions:

District:

Fiddler's Creek Community Development District #1 & #2
9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135

Contractor:

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
BOARD OF SUPERVISORS

By: Chesley E. Adams Jr.
Chesley E. Adams Jr., Secretary

By: Anthony P. Pires
Anthony P. Pires, District Counsel

By: Phillip Brougham
Phillip Brougham, Chairman

Attest:

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
BOARD OF SUPERVISORS

By: Chesley E. Adams Jr.
Chesley E. Adams Jr., Secretary

By: Anthony P. Pires
Anthony P. Pires, District Counsel

By: James Robertson
James Robertson, Chairman

Signed, sealed and witnessed in the presence of:

By: Judy M. Willemain

JUDY M. WILLEMAIN
MY COMMISSION # DD 813359
EXPIRES: November 18, 2012
Bonded thru Notary Public Underwriters

As to Contractor: Fiddler's Creek Foundation, Inc.
a Florida Corporation d/b/a FC Safety

By: Anthony DiNardo
Its: As President and Not Individually

(*) In the event the contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf. (See attached Resolution)

Officers of Corporation

President:
Vice President:
Secretary/Treasurer:

Anthony DiNardo
8156 Fiddler's Creek Parkway
Naples, FL 34114
Joseph Livio Parisi
8156 Fiddler's Creek Parkway
Naples, FL 34114
Mark J. Woodward
3200 Tamiami Trail N. #200
Naples, FL 34103

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT

BID FORM

ACCESS CONTROL SERVICES

Item	Description	Unit	Hourly Rate 1 st Year Rate	Hourly Rate 2 nd Year	Estimated	AGGREGATE TOTALS	
						Total Price (rate x hours)	
						1st Year	2nd Year*
#1	One (1) Patrol Officer Excluding Vehicle (8,760 hours per year)	Hourly	\$ <u>20.00</u>	\$ <u>20.50</u>	<u>8,760</u>	\$ <u>175,200</u>	\$ <u>179,580</u>
#2	One (1) Security Officer Fiddler's Creek Parkway Gate (8,760 hours per year)	Hourly	\$ <u>20.00</u>	\$ <u>20.50</u>	<u>8,760</u>	\$ <u>175,200</u>	\$ <u>179,580</u>
#3	One (1) Security Officer Championship Drive Gate (3,744 hours per year)	Hourly	\$ <u>20.00</u>	\$ <u>20.50</u>	<u>3,744</u>	\$ <u>74,880</u>	\$ <u>76,752</u>
#4	One (1) Security Officer Sandpiper Drive Gate (3,744 hours per year)	Hourly	\$ <u>20.00</u>	\$ <u>20.50</u>	<u>3,744</u>	\$ <u>74,880</u>	\$ <u>76,752</u>
Totals						\$ <u>500,160</u>	\$ <u>512,664</u>

Contract based on a period of twelve (12) months, with the option to renew contract for a second year upon thirty (30) days notice.

Notes:

First Security Officer to patrol all designated areas of the Fiddler's Creek Community and respond to complaints twenty-four(24) hours per day, seven (7) days per week, throughout the year.

Second Security Officer to be utilized as a guard at the Fiddler's Creek Parkway Gate and will be on duty twenty-four (24) hours per day, seven (7) days per week, throughout the year..

Third Security Officer to be utilized as a guard at the Championship Drive Guardhouse and will be on duty thirteen-(12) hours per day, six (6) days per week, throughout the year, for a total of 3,744 hours per year.

Fourth Security Officer to be utilized as a guard at the Championship Drive Guardhouse and will be on duty thirteen-(12) hours per day, six (6) days per week, throughout the year, for a total of 3,744 hours per year.

DISTRICT RESERVES THE RIGHT TO MODIFY HOURS AND SCHEDULES IDENTIFIED ABOVE..

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
GENERAL FUND 001 BUDGET
FISCAL YEAR 2011**

	Fiscal Year 2010			Total Revenues & Expenditures	Proposed Budget FY 2011
	Adopted Budget FY 2010	Actual through 3/31/10	Projected through 9/30/10		
REVENUES					
Assessment levy: on-roll - gross	\$ 1,582,696				\$ 1,619,689
Allowable discounts (4%)	(63,308)				(64,788)
Assessment levy: on-roll - net	1,519,388	\$ 978,259	\$ 541,129	\$ 1,519,388	1,554,901
Assessment levy: off-roll	548,612	228,590	320,022	548,612	561,435
Interest	6,000	1,686	500	2,186	3,000
Miscellaneous	5,000	3,295	500	3,795	5,000
Total revenues	<u>2,079,000</u>	<u>1,211,830</u>	<u>862,151</u>	<u>2,073,981</u>	<u>2,124,337</u>
EXPENDITURES					
Professional and administrative					
Supervisors	12,918	7,219	5,699	12,918	12,918
Management	58,175	29,088	29,087	58,175	58,175
Assessment roll preparation	25,000	25,000	-	25,000	25,000
Accounting services	18,997	9,498	9,499	18,997	18,997
Audit	14,800	15,000	-	15,000	14,800
Legal	20,000	12,571	7,429	20,000	20,000
Legal - foreclosure	-	78,397	-	78,397	10,000
Engineering	7,500	6,224	1,276	7,500	7,500
Engineering - foreclosure	-	465	-	465	-
Telephone	536	270	266	536	555
Postage	3,000	1,114	1,114	2,228	3,000
Insurance	13,500	14,857	-	14,857	15,000
Printing and binding	536	270	266	536	555
Legal advertising	2,500	686	1,000	1,686	2,000
Office supplies and expenses	750	461	200	661	750
Annual district filing fee	175	175	-	175	175
Trustee	15,500	3,604	10,000	13,604	15,500
Trustee - foreclosure	-	6,082	-	6,082	-
Arbitrage rebate calculation	4,000	-	4,000	4,000	4,000
Contingencies	1,000	470	530	1,000	1,000
Dissemination agent	10,928	5,466	5,462	10,928	10,928
Total professional and administrative	<u>209,815</u>	<u>216,917</u>	<u>75,828</u>	<u>292,745</u>	<u>220,853</u>
Field management					
Field management services	25,218	12,612	12,606	25,218	25,218
Total field management	<u>25,218</u>	<u>12,612</u>	<u>12,606</u>	<u>25,218</u>	<u>25,218</u>
Water management					
Other contractual	155,000	43,246	120,000	163,246	\$191,431
Fountains	45,000	21,519	21,519	43,038	45,000
Total water management	<u>200,000</u>	<u>64,765</u>	<u>141,519</u>	<u>206,284</u>	<u>236,431</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
GENERAL FUND 001 BUDGET
FISCAL YEAR 2011**

	Fiscal Year 2010				Proposed Budget FY 2011
	Adopted Budget FY 2010	Actual through 3/31/10	Projected through 9/30/10	Total Revenues & Expenditures	
Street lighting					
Contractual services	20,000	7,783	7,783	15,566	20,000
Electricity	46,000	16,469	16,469	32,938	40,000
Holiday lighting program	12,000	11,000	-	11,000	12,000
Miscellaneous	1,500	-	500	500	1,500
Total street lighting	<u>79,500</u>	<u>35,252</u>	<u>24,752</u>	<u>60,004</u>	<u>73,500</u>
Landscaping					
Other contractual - landscape maint.	800,000	332,391	465,000	797,391	880,000
Improvements and renovations	75,000	16,099	55,000	71,099	75,000
Contingencies	76,500	-	10,000	10,000	25,000
Total landscaping services	<u>951,500</u>	<u>348,490</u>	<u>530,000</u>	<u>878,490</u>	<u>980,000</u>
Access control					
Contractual services	324,689	180,806	143,883	324,689	302,386
Rentals and leases	29,209	10,651	10,651	21,302	25,377
Fuel	10,357	3,284	4,598	7,882	8,286
Repairs and maintenance - parts	6,905	3,595	3,595	7,190	6,905
Repairs and maintenance - gatehouse	13,810	14,827	6,000	20,827	13,810
Insurance	2,417	3,448	-	3,448	4,696
Operating supplies	27,621	17,977	8,000	25,977	27,621
Capital outlay	-	15,856	-	15,856	-
Total access control	<u>415,008</u>	<u>250,444</u>	<u>176,727</u>	<u>427,171</u>	<u>389,081</u>
Roadway services					
Contractual services	6,500	1,995	4,000	5,995	6,500
Roadway maintenance	40,000	40,863	1,000	41,863	40,000
Total roadway services	<u>46,500</u>	<u>42,858</u>	<u>5,000</u>	<u>47,858</u>	<u>46,500</u>
Irrigation supply					
Electricity	750	163	228	391	750
Repairs and maintenance	1,500	1,109	391	1,500	1,500
Supply system	86,315	33,697	52,618	86,315	86,315
Contingencies	-	5,146	2,000	7,146	-
Total irrigation supply services	<u>88,565</u>	<u>40,115</u>	<u>55,237</u>	<u>95,352</u>	<u>88,565</u>
Parks and recreation					
Repairs and maintenance	7,500	2,750	2,000	4,750	7,500
Total parks & recreation	<u>7,500</u>	<u>2,750</u>	<u>2,000</u>	<u>4,750</u>	<u>7,500</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
GENERAL FUND 001 BUDGET
FISCAL YEAR 2011**

	Fiscal Year 2010				Proposed Budget FY 2011
	Adopted Budget FY 2010	Actual through 3/31/10	Projected through 9/30/10	Total Revenues & Expenditures	
Other fees and charges					
Property appraiser	23,740	22,471	-	22,471	24,295
Tax collector	31,654	19,564	10,823	30,387	32,394
Total fees and charges	55,394	42,035	10,823	52,858	56,689
Total expenditures	2,079,000	1,056,238	1,034,492	2,090,730	2,124,337
Excess/(deficiency) of revenues over/(under) expenditures	-	155,592	(172,341)	(16,749)	-
OTHER FINANCING SOURCES/(USES)					
Transfers in	-	84,945	-	84,945	-
Transfers out*	-	-	(46,000)	(46,000)	-
Capital lease proceeds	-	15,856	-	15,856	-
Total other financing sources/(uses)	-	100,801	(46,000)	54,801	-
Net change in fund balances	-	256,393	(218,341)	38,052	-
Fund balance - beginning (unaudited)	369,926	529,449	785,842	529,449	567,501
Fund balance - ending (projected)	\$ 369,926	\$ 785,842	\$ 567,501	\$ 567,501	\$ 567,501

*General fund 001 intends to transfer this money to general fund 002. This money will be transferred back to general fund 001 once all of the general fund 002 assessments have been received and the general fund 002 debt has been paid in full.

	Assessment Summary			Total Revenue
	ERU's	FY 2010 Assessment	FY 2011 Assessment	
On-roll: other	1,269	\$ 1,111	\$ 1,137	\$ 1,442,376
On-roll: Developer	156	\$ 1,111	\$ 1,137	\$ 177,313
Off-roll	534	\$ 1,028	\$ 1,051	\$ 561,435
	1,959			

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
DEFINITIONS OF GENERAL FUND 001 EXPENDITURES**

EXPENDITURES

Professional and administrative

Supervisors	\$ 12,918
Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. The District anticipates meeting 12 times in fiscal year 2011.	
Management	58,175
Wrathell, Hunt and Associates, LLC , specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experiences of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and finally operate and maintain the assets of the community.	
Assessment roll preparation	25,000
Includes preparing, maintaining and transmitting the annual lien roll with annual special assessment amounts for capital and operating and maintenance assessments. Pursuant to an agreement with the District, AJC Associates, Inc., currently provides this service.	
Accounting services	18,997
Consists of budget preparation and reporting, cash management, revenue reporting and accounts payable functions.	
Audit	14,800
The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Legal	20,000
Woodward, Pires & Lombardo, P.A., provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications and conveyance and contracts. In this capacity, we provide service as "Local government lawyers," realizing that this type of local government is very limited in its scope - providing infrastructure and services to development.	
Engineering	7,500
Hole Montes, Inc., provides a broad array of engineering, consulting and construction services to the District, which assists in crafting solutions with sustainability for the long term interests of the Community - recognizing the needs of government, the environment and maintenance of the District's facilities.	
Telephone	555
Telephone and fax machine.	
Postage	3,000
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Insurance	15,000
The District carries public officials liability and general liability insurance. The limit of liability for this coverage is set at \$1,000,000 for general liability (\$5,000,000 general aggregate) and \$5,000,000 for public officials liability limit.	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
DEFINITIONS OF GENERAL FUND 001 EXPENDITURES**

EXPENDITURES (continued)

Printing and binding	555
Accounts payable checks, letterhead, envelopes, copies, etc.	
Legal advertising	2,000
The District advertises in a local newspaper for monthly meetings, special meetings, public hearings, bidding, etc. Based on prior year's experience.	
Office supplies and expenses	750
Accounting and administrative supplies.	
Annual district filing fee	175
Annual fee paid to the Florida Department of Community Affairs.	
Trustee	15,500
Annual fee paid to U.S. Bank for the services provided as trustee, paying agent and registrar.	
Arbitrage rebate calculation	4,000
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	10,928
Wrathell, Hunt and Associates, LLC , currently provides Dissemination Agent services, which are a requirement of the Securities & Exchange Act of 1934, pursuant to Rule 15c2-12.	
Contingencies	1,000
Miscellaneous, unforeseen costs incurred throughout the year.	
Field management	
Field management services	25,218
The field manager is responsible for the day-to-day field operations. These responsibilities include preparing and bidding of services and commodities, contract administration, hiring and maintaining qualified personnel, preparation and implementation of operating schedules and policies, ensuring compliance with operating permits, preparing field budgets, being a resource regarding District programs and attending board meetings.	
Water management	
Other contractual	\$191,431
The District has a contract with Lakemasters Aquatic Weed Control, Inc., for monthly service within the lake and wetland areas. For fiscal year 2011 it is anticipated that the CDD will be assuming the ongoing maintenance responsibilities of the 310 acre "Belle Meade" conservation area at an additional estimated annual cost of \$60k. This expense will be shared with CDD #2 at the same cost sharing ratio as used for "access control" and "irrigation supply services".	
Lake Maintenance Contract	150,000
Belle Meade Pres.	41,431
Total	<u>191,431</u>
Fountains	45,000
These expenditures relate to the decorative and floating fountains located at the main entrance.	
Utilities (Electric)	30,000
Maintenance	12,500
Insurance	2,500

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
DEFINITIONS OF GENERAL FUND 001 EXPENDITURES**

EXPENDITURES (Continued)

Street lighting

Contractual services	20,000
The District utilizes a licensed electrician for street light, signage and landscape lighting repairs.	
Electricity	40,000
The District is charged on a monthly basis per street light for electric service.	
Holiday lighting program	12,000
The District subcontracts to install and maintain holiday lighting at the 951 entrance and the gatehouse.	
Miscellaneous	1,500
Covers unforeseen costs.	

Landscaping

Other contractual - landscape maint.	880,000
This District contracts with an outside company to maintain the landscaping on 2,300,000 square feet of District common area and right-of-way. The contract provides for equipment, labor and materials. Costs also include mulching and on-call services.	
Maintenance Contract	745,000
Tree Trimming	100,000
Mulch	35,000
Improvements and renovations	75,000
Provides for the replacement and renovation of landscape material and irrigation systems.	
Contingencies	25,000
Covers any unforeseen costs.	

Access control

Contractual services	302,386
The District maintains a security contract with Fiddler's Creek Foundation, which provides labor and certain equipment for the access control services of the District. The projected scheduled hours are 21,234 annually at an hourly rate of \$20.50 for 24/7 service at the main gate and roving patrol and 12/6 service at the Sandpiper Drive Gate. (Championship Gate is planned to continue to be unmanned) This category also covers the cost of hiring an off-duty sheriff's deputy twice a month for traffic enforcement and patrolling. This program cost will be shared with Fiddler's Creek Community Development District #2 based upon the number of units. The total cost is \$437,912 which includes access control personnel for \$435,912 plus additional off-duty sheriff's	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
DEFINITIONS OF GENERAL FUND 001 EXPENDITURES**

EXPENDITURES (continued)

Rentals and leases		25,377
	This category provides for the two (2)-year lease of a patrol vehicle to be purchased in Fiscal Year 2010 at \$12,500 per year. The District also purchased and financed a security system upgrade in fiscal year 2006 for a period of 48 months at a cost of \$1,375 per month. Includes the lease of a trailer to serve as a temporary guardhouse at Sandpiper/US 41. Also includes the annual maintenance agreement covering various access control equipment including keypad, access base, mega-arm etc.	
	System upgrade	5,697
	Temp. guardhouse	2,763
	Car	8,631
	Maintenance agreement	8,286
Fuel		8,286
	This category covers the fuel costs for the vehicles utilized by the Department. The increase, as compared to the prior year, is due to increase of fuel prices.	
Repairs and maintenance - parts		6,905
	This category covers the maintenance costs for the vehicles utilized by the department.	
Repairs and maintenance - gatehouse		13,810
	This category covers the maintenance costs for the gate mechanisms.	
Insurance		4,696
	This expenditure is for automobile insurance.	
Operating supplies		27,621
	Costs associated with miscellaneous supplies used during daily actives of the department. Includes office supplies, daily passes and the inclusion of transmitters for new residents. Also includes contract with ADT for security alarm monitoring in the Championship Drive guard house; fee is \$103.35 quarterly.	

Summary of Expenditures for Access Control			
Units			
Fiddler's Creek #1	1,959	69%	
Fiddler's Creek #2	878	31%	
Total	2,837	100%	
	Fiddler's #1	Fiddler's #2	Total
Contractual services	302,386	135,526	437,912
Rentals and leases	25,377	11,373	36,750
Fuel	8,286	3,714	12,000
Repairs and maintenance - parts	6,905	3,095	10,000
Repairs and maintenance - gatehouse	13,810	6,190	20,000
Insurance	4,696	2,104	6,800
Operating supplies	27,621	12,379	40,000
Total	389,081	174,381	563,462

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
DEFINITIONS OF GENERAL FUND 001 EXPENDITURES**

EXPENDITURES (continued)

Roadway services

Contractual services	6,500
The District utilizes the services of a sub-contractor for street sweeping, once a month.	
Roadway maintenance	40,000
This category covers the costs associated with minor repairs of the road, roadway signage and sidewalks.	

Irrigation supply

Electricity	750
The category covers the cost of electricity to the community's computerized irrigation controller.	
Repairs and maintenance	1,500
The category covers the costs of repairs and maintenance to the community's computerized irrigation controller.	
Supply system	86,315
The District will maintain the community's irrigation pumping facility. This includes the well pumps, irrigation supply pumps and providing for secondary potable water supply in the event of an emergency. These costs are shared with Fiddler's Creek CDD #2 based upon units.	

Summary of Expenditures for Supply System			
Units			
Fiddler's Creek #1	1,959	69%	
Fiddler's Creek #2	878	31%	
Total	2,837	100%	
	Fiddler's #1	Fiddler's #2	Total
Electricity	41,431	18,569	60,000
Repairs and maintenance	20,716	9,284	30,000
Contractual service	20,716	9,284	30,000
Contingencies	3,453	1,547	5,000
Total	86,315	38,685	125,000

Parks and recreation

Repairs and maintenance	7,500
Operation and maintenance costs for park benches and boardwalk at main entrance gate park.	

Other fees and charges

Property appraiser	24,295
The property appraiser charges 1.5% of the assessments collected.	
Tax collector	32,394
The tax collector charges 2% of the assessments collected.	

Total expenditures	\$ 2,124,337
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**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
GENERAL FUND BUDGET
FISCAL YEAR 2011**

	Fiscal Year 2010			Total Revenue & Expenditures	Proposed Budget FY 2011
	Adopted Budget FY 2010	Actual through 3/31/10	Projected through 9/30/10		
REVENUES					
Assessment levy - gross	\$1,025,746				\$ 1,262,294
Allowable discounts (2%)	(41,030)				(50,492)
Assessment levy - net	984,716	\$ 495,569	\$ 489,147	\$ 984,716	1,211,802
Assessment levy: off-roll	270,891	112,871	158,020	270,891	51,370
Interest	2,000	504	504	1,008	1,000
Intergovernmental revenue	-	7,124	-	7,124	-
Miscellaneous	-	54	-	54	-
Total revenues	1,257,607	616,122	647,671	1,263,793	1,264,171
EXPENDITURES					
Professional & administration					
Supervisors' fees	12,275	4,952	7,323	12,275	12,275
Management	65,849	32,924	32,925	65,849	65,849
Assessment roll preparation	22,500	22,500	-	22,500	22,500
Audit	10,000	8,715	1,285	10,000	10,000
Legal	13,000	3,739	7,500	11,239	13,000
Legal - foreclosure	-	36,576	-	36,576	10,000
Engineering	10,000	3,775	6,000	9,775	10,000
Engineering - foreclosure	-	426	-	426	-
Telephone	214	107	107	214	221
Postage	2,000	771	1,000	1,771	2,000
Insurance	5,150	6,723	-	6,723	6,925
Printing and binding	537	269	268	537	556
Legal advertising	2,500	1,854	1,000	2,854	2,500
Office supplies and expenses	850	619	231	850	850
Annual district filing fee	175	175	-	175	175
Trustee	25,500	-	25,500	25,500	25,500
Trustee - foreclosure	-	26,801	-	26,801	-
Arbitrage rebate calculation	8,000	-	8,000	8,000	8,000
Dissemination agent	15,525	7,763	7,762	15,525	15,525
Contingency	48,000	410	500	910	20,000
Total professional & Administration	242,075	159,099	99,401	258,500	225,876
Field management					
Field management services	10,980	5,490	5,490	10,980	10,980
Total field management	10,980	5,490	5,490	10,980	10,980
Water management					
Other contractual	38,000	17,245	24,755	42,000	60,569
Fountains	83,000	47,729	42,000	89,729	87,000
Total water management	121,000	64,974	66,755	131,729	147,569
Street lighting services					
Contractual services	2,500	1,090	1,400	2,490	2,500
Electricity	7,000	2,790	4,000	6,790	8,000
Miscellaneous	500	-	500	500	500
Total street lighting	10,000	3,880	5,900	9,780	11,000

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
GENERAL FUND BUDGET
FISCAL YEAR 2011**

	Fiscal Year 2010			Total Revenue & Expenditures	Proposed Budget FY 2011
	Adopted Budget FY 2010	Actual through 3/31/10	Projected through 9/30/10		
Landscaping services					
Other contractual	555,000	221,902	335,000	556,902	565,000
Improvements and renovations	25,000	9,690	10,000	19,690	25,000
Contingencies	5,000	-	2,000	2,000	5,000
Total landscaping services	585,000	231,592	347,000	578,592	595,000
Access control services					
Contractual services	145,521	81,232	81,232	162,464	135,526
Rental and leases	13,091	4,784	4,784	9,568	11,373
Fuel	4,642	1,476	2,066	3,542	3,714
Repair & maintenance - parts	3,095	1,615	1,615	3,230	3,095
Repair & maintenance - gate house	6,190	6,245	3,000	9,245	6,190
Insurance	1,547	1,825	-	1,825	2,104
Operating supplies	12,379	8,534	4,000	12,534	12,379
Capital outlay	-	7,124	-	7,124	-
Total access control services	186,465	112,835	96,697	209,532	174,381
Roadway services					
Contractual services (street cleaning)	21,000	22,569	4,500	27,069	10,000
Roadway maintenance	2,500	-	1,000	1,000	2,500
Total roadway services	23,500	22,569	5,500	28,069	12,500
Irrigation supply services					
Controller repairs and maintenance	4,000	54	76	130	4,000
Supply system	38,685	19,479	19,479	38,958	38,685
Total irrigation supply services	42,685	19,533	19,555	39,088	42,685
Other fees and charges					
Property appraiser	15,387	13,014	-	13,014	18,934
Tax collector	20,515	9,911	9,783	19,694	25,246
Total other fees and charges	35,902	22,925	9,783	32,708	44,180
Total expenditures	1,257,607	642,897	656,081	1,298,978	1,264,171
Excess/(deficiency) of revenues over/(under) expenditures	-	(26,775)	(8,410)	(35,185)	-
OTHER FINANCING SOURCES/(USES)					
Transfer in	-	63,803	-	63,803	-
Total other financing sources/(uses)	-	63,803	-	63,803	-
Net change in fund balances	-	37,028	(8,410)	28,618	-
Fund balance - beginning (unaudited)	12,282	78,893	52,118	78,893	43,708
Fund balance - ending (projected)	\$ 12,282	\$ 52,118	\$ 43,708	\$ 43,708	\$ 43,708

	Assessment Summary			Total Revenue
	ERU's	FY 10 Assessment	FY11 Assessment	
On-Roll: other	488	\$ 1,502	\$ 1,501	\$ 732,460
On-Roll: Developer	353	\$ 1,502	\$ 1,501	\$ 529,833
Off-Roll	37	\$ 1,389	\$ 1,388	\$ 51,370
	878			

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

EXPENDITURES

Professional & administration

Supervisors' fees	\$ 12,275
Statutory set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. The District anticipates meeting 12 times in Fiscal Year 2010.	
Management	65,849
Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experiences of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and finally operate and maintain the assets of the community.	
Assessment roll preparation	22,500
Includes preparing, maintaining and transmitting the annual lien roll with annual special assessment amounts for capital and operating and maintenance assessments. Pursuant to an agreement with the District, AJC Associates, Inc., currently provides this service.	
Audit	10,000
The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Legal	13,000
Woodward, Pires & Lombardo, P.A., provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope - providing infrastructure and services to development.	
Legal - foreclosure	10,000
Engineering	10,000
Hole Montes, Inc., provides a broad array of engineering, consulting and construction services to the Districts, which assists in crafting solutions with sustainability for the long term interest of the community - recognizing the needs of government, the environment and maintenance of the District's facilities.	
Telephone	221
Telephone and fax machine.	
Postage	2,000
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Insurance	6,925
The District carries public officials liability and general liability insurance. The limit of liability for this coverage is set at \$1,000,000 for general liability (\$2,000,000 general aggregate) and \$1,000,000 for public officials liability limit.	
Printing and binding	556
Accounts payable checks, letterhead, envelopes, copies, etc.	
Legal advertising	2,500
The District advertises in the Naples Daily News for monthly meetings, special meetings, public hearings, bidding, etc.	

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

EXPENDITURES (continued)

Office supplies and expenses	850
Accounting and administrative supplies.	
Annual district filing fee	175
Annual fee paid to the Florida Department of Community Affairs.	
Trustee	25,500
Annual fee paid to U.S. Bank for the services provided as trustee, paying agent and registrar.	
Arbitrage rebate calculation	8,000
To ensure the District's compliance with tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	15,525
Wrathell, Hunt and Associates, LLC , currently provides dissemination agent services, which are a requirement of the Securities & Exchange Act of 1934, pursuant to Rule 15c2-12.	
Contingency	20,000
Miscellaneous, unforeseen costs incurred throughout the year.	
Field management	
Field management services	10,980
The field manager is responsible for the day-to-day field operations. These responsibilities include preparing and bidding of services and commodities, contract administration, hiring and maintaining qualified personnel, preparation and implementation of operating schedules and policies, ensuring compliance with operating permits, preparing field budgets, being a resource regarding District programs and attending Board meetings.	
Water management	
Other contractual	60,569
The District has a contract with Lakemasters Aquatic Weed Control, Inc, for monthly service within the lake and wetland areas. For fiscal year 2011 it is anticipated that the CDD will assume some cost sharing maintenance cost related to the 310 acre Belle Meade conservation area with a total estimated annual cost of \$60K. This expense will be shared with CDD #1 at the same cost sharing ratio as used for Access Control and Irrigation Supply Services.	
Lake Maint.	42,000
Belle Meade	18,569
Total	60,569
Fountains	87,000
These expenditures are for the decorative fountain at the entrance to Venetta and a new entrance fountain at Aviamar.	
Utilities (Electric/Water) - \$5,000 per month	60,000
Maintenance - \$1,500 per month	18,000
Insurance - \$5,000 annually	5,000
Street lighting services	
Contractual services	2,500
The District utilizes a licensed electrician for street light, signage and landscape lighting repairs.	

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

EXPENDITURES (continued)

Electricity 8,000

The District is charged on a monthly basis per street light for electric service.

Miscellaneous 500

Covers an unforeseen costs.

Landscaping services

Other contractual 565,000

This District contracts with an outside company to maintain the landscaping on 1,800,000 square feet of District common area and right-of-way. The contract provides for equipment, labor and materials. Costs also include mulching, tree-trimming and on-call services.

Maintenance contract 435,000

Mulch 70,000

Tree trimming 60,000

Improvements and renovations 25,000

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

Contingencies 5,000

Covers any unforeseen costs.

Access control services

Contractual services 135,526

The District maintains a security contract with Fiddler's Creek Foundation, which provides labor and certain equipment for the access control services of the District. The projected scheduled hours are 21,234 annually at an hourly rate of \$20.50 for 24/7 service at the main gate and roving patrol and 12/6 service at the Sandpiper Drive Gate. This category also covers the cost of hiring an off-duty sheriff's deputy twice a month for traffic enforcement and patrolling. This program cost will be shared with Fiddler's Creek Community Development District #1 based upon the number of units. The total cost is \$437,912 which includes access control personnel for \$435,912 plus additional off-duty sheriff's deputies for \$2,000.

Rentals and leases 11,373

This category provides for the two (2)-year lease of a patrol vehicle which was purchased in fiscal year 2010 at \$12,500 per year. The District also purchased and financed a security system upgrade in fiscal year 2006 for a period of 48 months at a cost of \$1,375 per month. Includes the lease of a trailer to serve as a temporary guardhouse at Sandpiper/US 41. Also includes the annual maintenance agreement covering various access control equipment including keypad, access base, mega-arm

Security System 2,553

Temp Guardhouse 1,735

Car 3,869

Maintenance Agreement 3,714

Fuel 3,714

This category covers the fuel costs for the vehicles utilized by the Department. The increase, as compared to the prior year, is due to increase of fuel prices.

Repairs and Maintenance - Parts 3,095

This category covers the maintenance costs for the vehicles utilized by the Department.

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

EXPENDITURES (continued)

Repairs and maintenance - gatehouse 6,190

This category covers the maintenance costs for the gate mechanisms.

Insurance 2,104

This category covers the cost of insurance for the above mentioned vehicle.

Operating supplies 12,379

Costs associated with miscellaneous supplies used during daily activities of the department. Includes office supplies, daily passes and the inclusion of transmitters for new residents. Also includes contract with ADT for security alarm monitoring in the Championship Drive guard house; fee is \$103.35 quarterly.

Summary of Expenditures for Access Control			
Units	Fiddler's #1	Fiddler's #2	Total
Fiddler's Creek #1	1,959	69%	
Fiddler's Creek #2	878	31%	
Total	2,837	100%	
	Fiddler's #1	Fiddler's #2	Total
Contractual Services	302,386	135,526	437,912
Rentals and Leases	25,377	11,373	36,750
Fuel	8,286	3,714	12,000
Repairs and Maintenance - Parts	6,905	3,095	10,000
Repairs and Maintenance - Gatehouse	13,810	6,190	20,000
Insurance	4,696	2,104	6,800
Operating Supplies	27,621	12,379	40,000
Total	389,081	174,381	563,462

Roadway services

Contractual services (street cleaning) 10,000

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

Roadway maintenance 2,500

This category covers the costs associated with minor repairs of the road, roadway signage and sidewalks.

Irrigation supply services

Controller repairs and maintenance 4,000

The District will maintain the community's irrigation pumping facility. This includes the well pumps and irrigation supply pumps and maintenance and providing for secondary potable water supply in the event of an emergency. These costs are shared with Fiddler's Creek CDD #1 based upon units.