

Naples, Florida, June 8, 1977

LET IT BE KNOWN, that the Pelican Bay Improvement District Board met in regular session at 4:35 p.m. in Building "F" of the Collier County Courthouse Complex with the following members present:

PRESIDENT: Salvatore Scuderi
TREASURER: Viola Barclay
SECRETARY: Douglas Brown
Harmon Turner
Robert Diefenthaler

ALSO PRESENT: Virginia Magri, Recording Secretary; Mr. Tracy Bolesky, Attorney; Messrs. Jack Ryan, Grover Ericksen, and Charles Penn, Coral Ridge-Collier Properties; Mr. Fred Biery of Post, Buckley, Schuh & Jernigan; Mr. Stanley Hole, Stanley Hole & Associates; and, Mr. Tom Peek of Wilson, Miller, Barton, Soll & Peek.

AGENDA

1. Call to Order
2. Roll Call
3. Minutes of Prior Meetings
4. Stottler-Stagg unpaid bills
5. Engineer's contract
6. Developer Report
7. Resolution - Bonds
8. Old Business
9. New Business

MINUTES OF MAY 11, 1977 - APPROVED

Mr. Turner moved, seconded by Mrs. Barclay and carried unanimously, that the minutes of May 11, 1977 be approved.

STATUS OF STOTTLER-STAGG UNPAID BILLS

Mr. Turner noted that arrangements were made for Mr. Buntmeyer to meet with representatives of Stottler-Stagg to discuss the last bill that was received for approximately \$35,000 over the contract; additional billings being for water management, wastewater well and water itself. He said that they have agreed to cancel the following:

\$5,324.23 - water management
\$5,202.99 - wastewater
\$3,421.12 - well

Mr. Turner said that they would accept a settlement of \$20,265.57 for water plus a printing bill, for which they have shown invoices to the developer, for \$3,834.41. Continuing, Mr. Turner said that it appears to be a reasonable settlement and he recommended that the Board approve and Mr. Ericksen concurred.

Mr. Turner moved to approve payment of \$20,265.57 for the revision to the contract plus \$3,834.41 for the printing of the manuals; and that the contract with Stottler-Stagg be extended to cover this amount. Mr. Scuderi suggested that the motion be amended that they sign a general release. Mr. Turner agreed to the amended motion which was seconded by Mr. Scuderi and carried unanimously.

ENGINEER'S CONTRACT/POST, BUCKLEY, SCHUH & JERNIGAN

Mr. Scuderi said that he has not had time to go through the entire agreement, having received it the previous day. Mr. Turner said that the document is what they came up with after several meetings with the developers and engineers and they submitted it to each board member so that it could be considered today.

During discussion the Board agreed that:

Paragraph #1 should be rewritten to clarify that this is a 3-way agreement between the District, developers and engineers.

In several places where the District is referred to as "him" - should be changed to "it"

Page 4 - V. Compensation - 2nd line - ...provisions of Attachment C. Add "Attachment D provides for a schedule of maximum cost for each work item.

Line 4 - After "approved by the District". Insert The developer shall fund only those services specified under Attachment B, Sections 1 and 3. Any services rendered by the engineer under Attachment B, Section 2, shall be funded by the District as agreed upon by the District and the developers in a separate written agreement.

The schedule of fees previously distributed to the Board shall become part of the contract as Attachment D.

Page 1, Attachment C - Add - By separate letter the engineer agrees to provide the District with the applicable pay scales for persons engaged in the District's work, which pay scale will be utilized for the purpose of this paragraph.

Further discussion followed with Mr. Scuderi stating that he is not too sure that the District should agree that all of the work that the engineer does should remain the property of the engineer. He suggested that the District should claim them for the District. Mr. Biery explained that the normal contract of consulting engineers is that the original drawings remain the property of the engineer

and that copies are provided. Mr. Scuderi said that when the District pays for something he believes that they should own it. It was the consensus of the Board that something mutually agreeable could be worked out.

Mr. Scuderi questioned the terminology at the top of page 4, item F. Mr. Biery explained that if the District enters into a lawsuit and the services of the engineer are required, then those services for that lawsuit would be a separate agreement. He said that if the Board is asking for a range of pay for expert testimony they will put it in the contract. Mr. Turner said that the contract may go on for several years and an expert witness fee could change and questioned if there should be a time limit.

Regarding page 4, item G, Messrs. Biery and Hole reported that if the District does not furnish reports, studies and such, the engineers could still perform their duties.

Page 5, VII - Termination - Mr. Scuderi suggested that the way this is written it is a 30-day contract. He also noted that on the attachments the Pelican Bay Improvement District is listed as the owner and he believes that the developer is the owner. Also, referring to Attachment A, Mr. Scuderi questioned the wording "all public facilities".

It was the consensus of the Board that the contract needed further review and that they should hold a Special Meeting June 15, 1977 at 3:30 P.M. for this purpose.

BONDS

Attorney Bolesky reported that he had done quite a bit of work

regarding bonds for the tax levy but that his report is not quite ready.

BILLS APPROVED FOR PAYMENT

Mr. Ericksen reported that a bank deposit will be made June 9, 1977.

Mrs. Barclay presented the following bills for payment:

Attorney Tracy Bolesky	\$690.00
Naples Daily News	3.10
Board of County Commissioners	35.03
various mileage slips	

Mr. Turner moved, seconded by Mr. Brown and carried unanimously, that the bills be approved for payment as listed above.

BILL SUBMITTED TO DEVELOPER BY MR. TURNER

As a public disclosure Mr. Turner reported that he has submitted a bill to the developers for \$150.00 for the month of May.

MEETING TIME CHANGED TO 3:30 P.M.

Mrs. Barclay moved, seconded by Mr. Turner and carried unanimously, that the meeting time be changed to 3:30 P.M.

MERGER OF ACCOUNTING FIRM

Mr. Scuderi reported the receipt of a letter from accountants Rogers Moon, Wood & Hill advising that they have merged with Robbins-Silva and asked the developers if there is any conflict of interest to which they replied "No". Mr. Scuderi said that he would talk with Mr. Hill, of the accounting firm, to determine if the new firm has any conflict of interest.

TREASURER'S REPORT MAY 12, 1977 THROUGH JUNE 8, 1977 - ACCEPTED

Mr. Scuderi moved, seconded by Mr. Brown and carried unanimously, that the following Treasurer's Report for the period May 12, 1977 through June 8, 1977 be accepted:

TREASURER'S REPORT
FOR THE PERIOD MAY 12, 1977 THROUGH JUNE 8, 1977
PELICAN BAY IMPROVEMENT DISTRICT
NAPLES, FLORIDA

	<u>MAY 12, TO JUNE 8, 1977</u>	<u>YEAR TO DATE</u>
CASH BALANCE - BEGINNING OF PERIOD	\$ 1,868.15	\$ 2,642.47
CASH RECEIVED:		
Coral Ridge Properties		10,000.00
	<u>1,868.15</u>	<u>12,642.47</u>
EXPENDITURES:		
Meeting Expenses:		
Board of Supervisors	500.00	4,300.00
Commissioners	-	900.00
Office Expense	8.59	149.10
Secretarial Expenses	106.25	371.60
Attorney's Fees	835.00	4,332.58
Consulting Engineer's Fees	-	1,192.41
Accounting Services	115.00	585.00
Classified Advertising	6.20	89.81
Insurance	-	69.00
Travel Expenses	44.08	399.94
	<u>1,615.12</u>	<u>12,389.44</u>
CASH BALANCE - END OF PERIOD		
Cash in Bank	233.03	
Petty Cash	<u>20.00</u>	
	\$ <u>253.03</u>	\$ <u>253.03</u>

Respectfully submitted,

Viola S. Barclay, Treasurer

Pelican Bay Improvement District Board
June 8, 1977

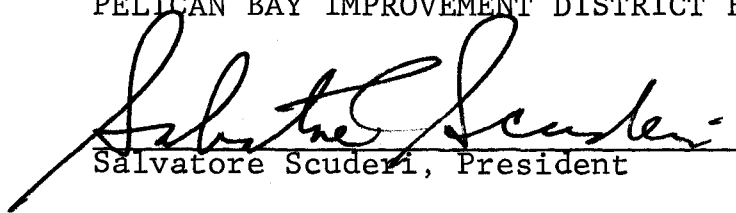
LEGISLATIVE ACT RELATING TO THE PELICAN BAY IMPROVEMENT DISTRICT
PASSES HOUSE AND SENATE

Mr. Ericksen reported that the Legislative Act relating to the Pelican Bay Improvement District has passed the House and Senate and he does not know if the Governor will sign it before it becomes law.

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There being no further business Mr. Turner moved, seconded by Mr. Diefenthaler and carried, unanimously, that the meeting be adjourned. Time: 5:15 P.M.

PELICAN BAY IMPROVEMENT DISTRICT BOARD


Salvatore Scuderi, President

Naples, Florida, June 15, 1977

LET IT BE KNOWN, that the Pelican Bay Improvement District Board met in Special Session at 3:40 P.M. in Building "F" of the Collier County Courthouse Complex with the following members present:

PRESIDENT: Salvatore Scuderi
TREASURER: Viola Barclay
SECRETARY: Douglas Brown
Harmon Truner
Robert Diefenthaler

ALSO PRESENT: Virginia Magri, Recording Secretary; Mr. Tracy Bolesky, Attorney; Messrs. Buckley and Biery of Post, Buckley, Schuh & Jernigan and Messrs. Ericksen and Penn, Coral Ridge-Collier Properties.

Mr. Scuderi noted that the special meeting was for the purpose of discussing the proposed agreement between the District, developer and engineer.

The agreement was thoroughly reviewed and the following changes suggested:

Page 1 - 3rd Whereas clause

Add "and as approved by the District"

next Whereas clause

Insert "any approved work as approved by the District"

Page 2 - No comments

Page 3 - Section A

Mr. Turner questioned what would happen with the original drawings, etc. if the District should discontinue the services of the engineer. It was determined that the District owns them and at such time they would be turned over to the District.

Page 4

Delete comma in second sentence of paragraph "f"

Paragraph "g" - Mr. Scuderi said that he has no quarrel with the concept but he does not like the wording. He said that, as everyone knows, the District has no funds until such time as the District floats a bond issue. Mr. Turner noted that even though the District has no funds they do have the obligation to repay the developer when they do have funds. Mr. Scuderi said that he does not feel that the District should accept an obligation when they do not have funds and suggested that there should be something in the agreement stating that the developer will pay the bills until such time as the bond issue. Following discussion it was determined to delete the sentence after Attachment "B".

Last paragraph - Delete word "initially"

Page 5

Paragraph "c" - Clarify the word "approved" to "approved by the District"

Paragraph "d" - 6th line - Change advisory to "advisor"

Last sentence - Change to read "no interest should be due or paid and payable"

Paragraph 5 - 3rd line - Change of to "or"

Page 6

Add "and shall not be liable for any other claims of the engineer"

Page 7 - General Consultation and Meeting

Add to end of sentence "if requested"

Attachment C, page 2, paragraph "e"

Compensation Limits III.A - Mr. Scuderi asked that a clarification be included in the contract. Mr. Biery said that it is high because of the Development Order placed upon the developer by the Board of County Commissioners and this is for furnishing additional documentation, etc. for the various advisory boards.

Referring to the sheet marked "confidential", Mr. Bolesky advised the Board that it is not "confidential" when it goes into the records.

page 3 - II Invoicing Procedure

Add "all bills received by the District by the 25th of the month will be paid within thirty (30) days.

In conclusion, Mr. Turner said that he believes they have a good contract with the changes suggested. He noted that the engineer needs written notice from the Board to proceed with each phase of work.

Mr. Turner moved that the agreement with the changes suggested be approved and upon rewriting and delivery of the original to the President that he be authorized to sign. Mr. Brown seconded the motion. Mr. Turner pointed out that in approving the contract they will approve the scale of the pay that has been given. Upon call for the question the motion carried unanimously.

Mr. Turner moved that upon signing of the contract the secretary be authorized to issue a "Letter to Commence Work". Mr. Brown seconded the motion which carried unanimously.


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The meeting was adjourned at 4:25 P.M. by order of the Chair.

PELICAN BAY IMPROVEMENT DISTRICT BOARD


Salvatore Scuderi, President