

Naples, Florida, January 29, 1981

LET IT BE KNOWN, that the Pelican Bay Improvement District met on this date in Special Session at 4:30 P.M. in Building "F" in the Collier County Courthouse complex with the following members present:

PRESIDENT: Salvatore Scuderi
TREASURER: Elinor Wenzel

Stanley Brooks
Harmon Turner

SECRETARY: Douglas Brown - Absent

ALSO PRESENT: Gary Moyer, District Manager; Jerry Eckert, Post, Buckley, Schuh and Jernigan; Messrs. Obley, Koste, Caldwell, Hoegsted, Dillon and Penn, Coral Ridge-Collier Properties; George Varnadoe, Young, van Assenderp, Varnadoe and Benton; Tracy Bolesky, Attorney for the District; Emil Pratesi, Attorney for Biltmore Construction Company; W.B. Parker, Vice President and T.E. George, Treasurer of Biltmore Construction Company; Corinne Keene, Court Reporter and Jean Swindle, Recording Secretary.

AGENDA

1. Roll Call
2. Discussion of District policy relative to the extension of water distribution and wastewater collection lines within Group III and Group IV parcels.
3. Review of proposed changes to the District's water and sewer rate structure relative to connection and meter fees.
4. Award of Contract - Crayton Road Water & Sewer improvements.
5. Landowner's request relative to the development of The Bay Club and Bay Villas
 - a) Request for engineering plans and specifications for water distribution and wastewater collection lines.
 - b) Vacation of a portion of the water management area abutting The Bay Club and Bay Villas.
6. Request of landowner to relocate drainage easement - Parcel P, south-east corner Pelican Bay Blve. and Gulf Park Drive.
7. Status Reports
 - a) C-2 Contract - Recommended final change order
 - b) Sales Tax update
 - c) Wellfield expansion program

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ROLL CALL

President Scuderi called the meeting to order at 4:35 P.M. and asked the record show four members of the Board present with Mr. Brown being absent due to illness.

DISCUSSION OF DISTRICT POLICY RELATIVE TO THE EXTENSION OF WATER DISTRIBUTION AND WASTEWATER COLLECTION LINES WITHIN GROUP III AND GROUP IV PARCELS - DISTRICT POLICY AMENDED TO INCLUDE SAID EXTENSIONS

Mr. Moyer presented, for the Board's consideration, the concept of amending the District's policy as it presently relates to the extension of water distribution and wastewater collection lines within Group III and Group IV parcels. Such an amendment would permit the reimbursement of subdivision water and sewer improvements that are required to service the afore-mentioned parcels. He stated that when the original rate structure was formulated, it was not known how the Group III and Group IV parcels would be developed. Since that time, however, several projects have been started and because of the depth of some of these parcels, more than one builder/developer will construct projects within a given land parcel. Under the District's current system, it would be necessary for the owner to construct the lines past property which will be owned by others. The intent would then necessarily have to be the dedication of such line(s) to the District for operation and maintenance purposes.

Continuing, Mr. Moyer explained, that as other builders construct projects and hook into this line, then it would be the District's obligation to collect a prorata usage fee and reimburse the original landowner. This will require additional accounting and administrative work for the District. He concluded by saying that the situation had

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and it was their collective recommendation that the Board consider amending the policy to include the Group III and Group IV type parcels within the current reimbursement framework.

Discussion followed which covered the District's constructing service lines only in dedicated easements and/or public right-of-ways; the advancement of necessary monies to the District for such construction from each concerned developer to be repaid from surpluses; under such a method, all services lines being built according to the previously accepted specifications of the District's consulting engineers; the system's heavy dependance on connection fees and how the proposed amended policy would enhance the District's financial picture; with the repayment of such construction advancements to the lending developer to be as long as twenty (20) years.

At this time, Mr. Turner moved that the District's policy for the installation of water/sewer lines be amended to read that the District will install water/sewer lines on public thoroughfares and/or easements with Groups III and IV being required to pay for any additional lines that have to be installed on their property; such installation to take place only after the dedication of easement to the District for each subject property; and be governed by the current financing agreement held by the District. The motion was seconded by Mr. Brooks and carried 4-0, with Mr. Brown absent.

PROPOSED CHANGES TO DISTRICT'S WATER AND SEWER RATE STRUCTURE RELATIVE TO CONNECTION AND METER FEES - APPROVED AND AUTHORIZED FOR ADVERTISING FOR MARCH, 1980 MEETING

Mr. Moyer identified the proposed changes to the rate structure of the District as being a companion consideration to the previously approved amendment regarding the installation of water and sewer lines in Group III

The proposed changes will amend the meter use fee and connection fee for all three groups - Group III, Group IV and Commercial Type Properties. Mr. Moyer stated the District's engineers have estimated the additional cost of water and wastewater lines which will be required to service the internal Group III and Group IV and the commercial parcels and from this figure have adjusted the connection fee for these land uses to reflect the increased costs. At this time, he turned the presentation over to Mr. Jerry Eckert of Post, Buckley, Schuh & Jernigan, Engineers.

Mr. Eckert referred to the attached "Calculation of Connection Fees" report and the "Present and Proposed Charges", stating the only changes are shown in the Group III and IV (fees amounting to \$400,000) and in the Commercial Parcels (fees amounting to \$225,000). The additional fees for Group III and IV have been equally distributed between the two groups while the additional commercial fees have been adjusted in ratio to the size of the requested meter. The calculations show the amount to be recovered as \$6,640,100 and the projected recovery amount being \$6,643,990. In answer to the Board's questions, Mr. Eckert stated that the proposed changes in the District's fee schedules would be reliable for several years; that based on an educated estimate, the District could construct the necessary water/sewer lines for the proposed additional \$400,000 in fees and that there will be no expense to the District because of the indicated recovery schedule.

At this time, Mr. Turner moved, seconded by Mrs. Wenzel and carried 4-0, with Mr. Brown absent, that the proposed water/sewer rate changes be advertised for public hearing at the meeting of March, 1981 according to the District's enabling legislation.

CONTRACT FOR CRAYTON ROAD WATER & SEWER IMPROVEMENTS - AWARDED TO STEVENS AND LAYTON, INC. IN THE AMOUNT OF \$134,461.11

Legal notice having been published in the Fort Myers News-Press on

January 8 and 15, 1981 and in the Naples Daily News on January 8 and 15, 1981 as evidenced by the Affidavits of Publication received for the record, Mr. Jerry Eckert reviewed the bid tabulation sheet for the construction of a water distribution system and a sewerage collection system to that area known as Pelican Bay Unit 1 - Crayton Road (See attached). Mr. Eckert stated all four bids had been reviewed and considered by the engineer and it was recommended that the contract be awarded to the firm of Stevens and Layton, Inc. in the amount of \$134,461.11. He said the firm of Stevens and Layton, Inc. met all the requirements and was known to the engineers by previous work well-done.

Following discussion, Mr. Turner moved, seconded by Mrs. Wenzel and carried 3-1, with Mr. Scuderi dissenting (for the same reason given in past considerations of said agreement) and Mr. Brown absent, that the Construction Financing Agreement between Coral Ridge-Collier Properties, Inc. and Pelican Bay Improvement District for the advancement of monies to construct a water distribution system and a sewerage collection system for the area known as Pelican Bay Unit 1 - Crayton Road, be approved; that the President and Secretary be authorized to sign same - subject to the review and approval of the document by Coral Ridge-Collier Properties, Inc.

At this time, Mr. Turner moved, seconded by Mrs. Wenzel and carried 4-0, with Mr. Brown absent, to award the contract for the construction of a water distribution system and a sewerage collection system to the area known as Pelican Bay Unit - Crayton Road to Stevens and Layton, Inc. in the amount of \$134,461.11, subject to the review and approval by Coral Ridge-Collier Properties of the afore-mentioned construction financing agreement.

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ENGINEERING DESIGN AGREEMENT BETWEEN PELICAN BAY IMPROVEMENT DISTRICT AND
THE BAY CLUB, INC. FOR WATER/SEWER LINES TO THE PROJECT BAY CLUB AND BAY VILLAS -
APPROVED - ENGINEERS AUTHORIZED TO PROCEED WITH ENGINEERING DESIGN

Mr. Moyer identified the subject property as being that 13.63 acres m/l situated on the east side of Crayton Road; the north side of Seagate drive and south of the Tierra Mar project. He stated that the landowner had requested the District to authorize the District's engineers to design the sewer, potable water and irrigation water systems for the proposed project - The Bay Club and Bay Villas. The engineering design agreement used in this instance is the same as the one employed in the past and calls for the advancement of funds by the developer, The Bay Club, to the District for payment of such engineering design. In way of explanation, Mr. Moyer said the engineering design costs will be incorporated in the construction financing agreement when the construction of water and sewerage improvements are commenced and as a determined project cost, will be reimbursed to the Developer under the same terms and conditions that will apply to the purchase by the District of the total project from the Developer.

Following discussion, Mr. Turner moved, seconded by Ms. Wenzel and carried 4-0, with Mr. Brown absent, that the Engineering Design Agreement between Pelican Bay Improvement District and The Bay Club, Inc., be approved and the President and the Secretary be authorized to sign same

Mr. Turner moved, seconded by Mrs. Wenzel and carried 4-0, with Mr. Brown absent, that the District Manager authorize the engineers, Post, Buckley, Schuh & Jernigan, to proceed with the preparation of the engineering design of the sewer, potable water and irrigation water systems for the project The Bay Club and Bay Villas in the amount of \$18,800.

Due to the time-lag between this meeting and the meeting in March, 1981, Mr. Moyer requested that the engineers be authorized to advertise for bids as quickly as the plans and specifications for the above-referenced

project are completed. Mr. Turner so moved, seconded by Mrs. Wenzel and carried 4-0, with Mr. Brown absent.

VACATION OF A PORTION OF THE WATER MANAGEMENT AREA ABUTTING THE BAY CLUB AND BAY VILLAS AREA - APPROVED WITH STIPULATION - ATTORNEY BOLESKY AUTHORIZED TO PREPARE NECESSARY RELEASE OF EASEMENT FORM WHEN STIPULATION IS MET

Mr. Jerry Eckert, consulting engineer for the District, identified the subject area as being that .2 (2/10ths) acre located in the District's water management lands which abutt the previously described Bay Club and Bay Villas' property. The landowner, Mr. Rubinton, is requesting that the present District-held easement be relocated in order to accommodate the development's site plan. Mr. Eckert stated it was the opinion of his firm that such a relocation of .2 acre out of the District's 6.05 acres of water management lands, in this area, would not affect the retention area's water management capabilities. Continuing, he said, he had contacted Collier County and South Florida Water Management District and, while, the County concurred, South Florida Water Management District has been reviewing some additional data which, he indicated, should allow them to make a positive response. Mr. Eckert requested the Board approve the vacation of the .2 (2/10ths) acre, relocating the subject easement as requested by the landowner but have such approval contingent upon South Florida Water Management District's concurrence.

Mr. Turner moved, seconded by Mrs. Wenzel and carried 4-0, with Mr. Brown absent, that the vacation of the subject easement be approved, contingent upon South Florida Water Management District's concurrence.

Additionally, Mr. Turner moved, seconded by Mrs. Wenzel and carried 4-0, with Mr. Brown absent, that Attorney Bolesky be authorized to prepare the necessary Release of Easement form, once the concurrence of SFWMD is received, and the President and Secretary authorized to sign

same.

RELOCATION OF DRAINAGE EASEMENT IN PARCEL P, SOUTHEAST CORNER OF PELICAN BAY BLVD. AND GULF PARK DRIVE - APPROVED

Mr. Gary Moyer identified the subject drainage easement on the drawing contained in each member's agenda packet as being located in Parcel P which is situated at the southeast corner of Pelican Bay Blvd and Gulf Park Dr. The request before the Board is made by the purchaser of Parcel P and asks that the easement be moved easterly. Mr. Moyer continued that when this area was originally platted, a drainage easement was dedicated to the District for the purpose of installing road drainage and to connect same with the District's retention area. It is the roadway drainage portion of the easement, which is dedicated to Collier County, that is being considered and in order for the County to vacate this portion of the easement, the District's concurrence is required. He concluded that the District's engineers have reviewed this request and find it to be in order.

Following discussion which covered the requested relocation allowing total use of the parcel; the easement area being the same except for location and the necessity of having the yet-to-constructed drainage pipe conform to the District's engineers' plans and specifications, Mr. Mr. Turner moved, seconded by Mrs. Wenzel and carried 4-0, with Mr. Brown absent, that Collier County be notified of the District's "no objection" to the relocation of the subject easement with the stipulation that all connected expenses are not the District's responsibility and that District Manager Moyer instruct the District's engineer to supervise the installation of such drainage facilities so as not to damage the District's water management facilities.

STATUS REPORTS

C-2 CONTRACT WITH BILTMORE CONSTRUCTION COMPANY REVIEWED - FINAL CHANGE ORDER NO. 2 - APPROVED - MEETING WITH PBS&J, ATTORNEYS FOR CR-CP; PBID AND BILTMORE TOGETHER WITH DISTRICT MANAGER TO BE SCHEDULED REGARDING THE CONCLUSION OF CONTRACT C-2

Mr. Moyer reviewed the actions that have been taken in an attempt to successfully conclude the District's Contract C-2 with Biltmore Construction Company which covers the construction of the treatment, pumping and storage facilities for the District's RO plant. He stated that currently the contract is in excess of 400 days behind schedule with some 15 items still not completed. Because of this situation, Mr. Moyer said a meeting between Mr. Fred Biery of PBS&J; Tracy Bolesky, Attorney for the District and himself was held in an attempt to find a means to expedite the completion of this project. The resulting decision was to have the District's engineers prepare a final change order which, if agreed to by the Board, would be submitted to Biltmore Construction and would identify the Board's position on the matter. It was this Final Change Order No. 2 that was presented to the Board at this time. Mr. Moyer stated the CO identifies items to be added to the contract; items to be deleted from the contract; previous changes and their costs which will be the District's responsibility and an adjustment in the contract price to reflect the figure considered to be liquidated damages. Before turning the review over to Mr. George McIntyre, Mr. Moyer said the contractor had been contacted with every attempt by the engineers and the District to bring the belabored contract to completion with little or no satisfactory action being taken.

Mr. McIntyre of PBS&J identified the following items as major incompletes:

December 23, 1980
(Rev. January 14, 1981)

1 of 2

MAJOR OUTSTANDING ITEMS
CONTRACT C-2, PELICAN BAY

	<u>Progress</u>
* 1. <u>Emergency Generator</u> (Section 16D) (Completion of installation, start-up, instruction)	No Progress
* 2. <u>STP</u>	
° Power Dropouts and Control Circuits (possibly related to irrigation pump controls at HSP building)	No Action
° Torin Blower at Circuit Breakers (KB 3250 F, 3 pole 600 volt, 250 AMP existing)	Being Replaced —
° Torin Blower Ammeter (No. 1)	Being Replaced —
° 2-inch PVC Raw Water Line in Vicinity of Previous Repair	No Action
° 2-inch PVC UG Chlorine Solution Line North of Suburbia Tank (Split Pipe)	No Action
° Torin Blowers No. 1 & 2 (Bearings, Lube Points)	In Work Being Replaced —
3. <u>Yard Piping</u>	
° Control Valve & Access, Emergency Makeup Feed Water Line (NW Corner RO Plant)	No Action
4. <u>Alarm System</u>	
° Low Water Potable Tank Alarm	No Action
* 5. <u>Mechanical and Controls</u>	
° HSP Potable Pump No. 5 (Bent Shaft)	Corrected —
° HSP Potable Pump No. 7 (Circuit Breaker/Name Plate)	In Work Being Replaced —

MAJOR OUTSTANDING ITEMS
CONTRACT C-2, PELICAN BAY
(Continued)

	<u>Progress</u>
◦ HSP Backflow Preventer (PVC Valve Inoperative)	No Action
◦ Robertshaw Pressure Gauges (3 out of 5 Inoperative)	In Work Being Replaced —
◦ Clayton Automatic Valves	Corrected —
a) High Service Pumps (Timing & Closure)	
b) Irrigation Tank Alternate Valve (Level Set)	
c) General Checkout & Calibration	
◦ CL ² Residual Analyser	
a) Micro Pump Inoperative	
b) Chemical Mix & Instructions	No Action
* 6. <u>Electrical Switchgear and Controls</u>	
◦ Main Circuit Breaker MCC No. 1 (HSP Building)	No Action
◦ Main Motorized Circuit Breaker STP (HSP Building)	No Action
◦ Controls, High Service Pumps	No Action

(*) URGENT-CRITICAL

Additionally, Mr. McIntyre quoted from a third letter dated January 14, 1981 from the engineers to Biltmore which again lists "critical items" that have not had any progress made on them. (The letter in its entirety is included in the minutes)



POST, BUCKLEY, SCHUH & JERNIGAN, INC.

CONSULTING ENGINEERS AND PLANNERS

6326 PRESIDENTIAL COURT
PRESIDENTIAL SUITE
FORT MYERS, FLORIDA 33907
TELEPHONE 813/481-4488

January 14, 1981

Biltmore Construction Company
Post Office Box 2077
Clearwater, Florida 33517

Attention: Mr. E.A. Parker

Reference: PBID Phase II
Contract C-2
Naples, Florida

Dear Mr. Parker:

This refers to our letter of December 23, 1980, and subsequent conversations regarding the status of open items requiring completion or correction by the Biltmore Company.

As a result of actions taken by Bill Parker and Jim Horton we note you have investigated, confirmed and corrected several of the major items outstanding. We thank you for those efforts.

I understand that Bill is out of town for the next week or two. Since continuing action is mandatory, and for convenient reference I am attaching an updated copy of that list. You will note that it identifies items in work or corrected as of this date. More importantly, and in particular, it stars (*) items on which no progress has been made and for which earliest action is critical.

A few observations regarding the most critical items may be of use to you:

EMERGENCY GENERATOR

- ° Inoperative - Requires completion of installation, start-up, interface with other plant equipment, and instruction of plant personnel. Power outages are occurring, without this essential feature being available for public supply backup or fire fighting purposes.

STP

- ° Regular and unexplained tripping of main motor operated circuit breaker, located in Main Switch Gear panel, HSP Building. Completely shuts down entire sewage treatment plant with damaging effects on process in violation of Public Health Requirements. Occurs once weekly or more frequently.

Mr. E.A. Parker
January 14, 1981
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- Regular and unexplained tripping of circuit breakers serving each Torin Blower, thus killing the aeration treatment process. Frequent daily occurrence.

HSP Building

- Repeated unexplained tripping of main circuit breaker serving Motor Control Center No. 1, thereby shutting down every high service pump in the plant (potable, irrigation, fire service).
- Inability to operate pumps in sequential mode.
- Irrigation pumps No. 1 and 2 come on (start) practically simultaneously instead of as required in response to pressure drop and pre-set flow signals.

These remaining starred items (*) are extremely critical. As matters stand they have: Prevented completion of our contract, repeatedly interrupted day-to-day operations of a public utility, prevented use of emergency electrical power system, blocked the operation and use of community fire mains and hydrants for fire protection, and interrupted operations of water and wastewater treatment facilities. Many of these represent clear violations of community requirements and insurance obligations, and pose repeated threats to public health and safety.

In the past weekend main circuit breakers once again tripped (three times this week to date), for no apparent reason. The entire high service pump station was put out of service, including all fire pumps and mains. That night a fire completely destroyed a building on the Chateau Mere construction site.

Aside from loss of damage to public and private property, the continuing occupancy of single and multi-family residences by their new owners raises questions of life safety should these deficiencies remain uncorrected. The implications here are most serious.

In view of the present situation, you should be aware that the Owners have today been obligated to hire an additional security force staff to maintain after-hour watch in control rooms to detect and report visible malfunctions and tripping of protective equipment.

We have on a number of occasions stressed to your managers, both officially and unofficially, the importance of immediate action to identify and correct these problems. This will require field representatives of manufacturers working with contractor personnel concerned. The items listed show no response by the Contractor.

I suggest that you look into this to satisfy yourself that your people understand the nature and extent of the problems; that these have been communicated clearly, officially and completely to subcontractor's manufacturers concerned; that appropriate and satisfactory acknowledgements have been received; and that effective action is being taken.

Mr. E.A. Parker
January 14, 1981
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Owner and Engineer Representatives will continue to assist wherever possible, but under the Contract the responsibility for completing the work in trouble-free fashion is yours.

Please look into these matters and take the actions necessary to get the results we are looking for then advise us of what is happening and when. When Bill returns we will pick it up again with him. Call me if you need any further information.

Very truly yours,

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

George R. De Intype For

F.H. Hediger, P.E.

FHH/db

cc: W.B. Parker-Biltmore Const.

Enclosure

304-009.50

bcc: David Caldwell-CRCP
R. Parmalee-PBID ✓

At this time, Mr. Emil Pratesi, attorney representing Biltmore Construction Company, stated his comments would be modified according to the latest change order which he had only received at the beginning of the meeting. He began his presentation by saying that he and his client take issue with the statement - "the job is not complete" - for, he said, "the job is substantially complete" (using the word "substantially complete" as a term of art in the legal sense) and has been so since June, 1980. There have been attempts by the general contractor since June, 1980 to "get with the engineers" to resolve various change orders with no success, Mr. Pratesi continued, and in the interim 1½ (one and one-half) years, the contractor has done work, outside of the contract, for which he should have received a change order but did not. He stated that three weeks ago the contractor had received the Change Order No. 1 which included the figure of approximately \$53,000 for liquidated damages (noting that the Change Order No. 2 being presented at this meeting, carries a figure for liquidated damages in excess of \$80,000) with the request to review, sign and return for payment. It was at this point that Mr. Pratesi pointed out that the contract agreement between PBID and Biltmore (which had been drafted by the District's engineers) contains what he identified as "ambiguities" as to when liquidated damages should be assessed - one can not tell when liquidated damages should be assessed - should it be from the date of "beneficial use" or from date of completion of the contract? He suggested that any ambiguities should be resolved between the Board and the engineers. Mr. Pratesi identified the amount of monies left owing in the contract as being approximately \$132,000 and using the figures of Change Order No. 1, subtracting the questionable liquidated damages of \$53,000 m/1--there is \$79,000 not in question which should be paid to the general contractor as final payment.

He said the items noted on the change order are, in fact, "warranty work" and again, he referred to his previous statement that "the job has been substantially completed" for sometime. He questioned the assessment of any liquidated damages as there had been a discussion between Mr. E. A. Parker, executive vice-president of Biltmore Construction Company, the job superintendent and Mr. George McIntyre of PBS&J when Biltmore had been advised that if they were to do extra work without benefit of change order then there would be no liquidated damages assessed. When President Scuderi asked if Mr. Pratesi had such statements in writing, he answered no. Additionally, Mr. McIntyre denied such statements were made. Mr. Pratesi continued that it is their position that the District had waived any claim to liquidated damages by the representation; the estoppel and by the reliance of Biltmore Construction Company. He concluded his remarks by stating his client does not feel that the District has suffered any damages by the delay; that the date of September 1, 1979 (shown as the date of beneficial use) should not be used as the starting date for calculating liquidated damages but, rather, the completion date of December 10, 1980 should be the beginning date and finally, that such liquidated damages are unenforceable.

Following discussion and comments by Mr. McIntyre and Attorney for the District Bolesky, Mr. Turner moved, seconded by Mr. Brooks and carried 4-0, with Mr. Brown absent, that the Final Change Order No. 2 for Biltmore Construction Company be approved as presented.

Mr. Thomas George, Treasurer of Biltmore Construction Company, made the statement that the contractor has been making an attempt to complete the project, pointing out that the 15 items in Change Order No. 2 are, in some instances, additions made after October 15, 1980 to a previous list and concluding, that the contractor had turned the project over when,

according to specifications - "beneficial use" had been reached. However, Mr. George did state Biltmore would continue to work at completing the project, even though, he could not give President Scuderi a definite completion date.

The question of Biltmore's refusal to sign Change Order No. 1 when it was submitted to them was answered by Mr. George when he stated that if the contractor had signed such a document, he would have given up all rights to defend the question of liquidated damages.

The question of "time extensions" and/or the lack of same was explained by Mr. McIntyre who said no such time extensions were ever requested by the contractor.

Mr. W.B. Parker, Vice-President of Biltmore Construction Company, stated he had been project superintendent for the past two months and reiterated those facts that had been given before by Mr. George and Attorney Pratesi, asking the Board to realize that the general contractor has been working to complete the items shown on the Change Order.

At this time President Scuderi asked the contractor if they were in a position to satisfy the District's engineers - i.e. that the contractor is repairing the items as fast as possible and that everything that is reasonably expected to be done - is being done. Additionally, President Scuderi asked if the contractor was amenable to sitting down with the Engineers, Attorneys for Biltmore, the District and CR-CP/Development and lastly, representatives of Biltmore Construction Company to see if the entire matter can not be resolved. All answered in the affirmative.

SALES TAX EXEMPTION REPORT

Attorney for the District Bolesky reported that Attorney George Varnadoe's partners in Tallahassee now appear to be optimistic about the District getting a refund on the sales tax in the amount of approximately

\$72,000.

REPORT ON WELLFIELD EXPANSION PROGRAM

Mr. Jerry Eckert reported that the first well in the expansion program has been completed; the second one is in progress with the next few days seeing all three wells completed. The testing program will proceed immediately thereafter; following which the sizing of the pumps and the construction of the booster station will occur.

ENGINEERS' REPORT

Mr. Moyer reviewed all certificates of payments and requested approval of the Board. He explained that even though there were some of the certificates that had been previously approved, this request would allow the payments to be taken from the Construction Trust Fund instead of the General Fund. He assured the Board there would be no "double payments" because of this transfer of funds.

Ms. Wenzel moved, seconded by Mr. Brooks and carried 4-0, with Mr. Brown absent, that the following Certificates for Payments be approved for payment, as presented.

CERTIFICATE NO.		CONTRACTOR	AMOUNT
W/S - Engineering	No. 9	Post, Buckley, Schuh & Jernigan	\$ 1,549.85
W/S - Engineering	No. 10	Post, Buckley, Schuh & Jernigan	6,956.07
W/S - Engineering	No. 11	Post, Buckley, Schuh & Jernigan	3,113.28
W/S - Engineering	No. 12	Post, Buckley, Schuh & Jernigan	882.50
W/S - Engineering	No. 13	Post, Buckley, Schuh & Jernigan	3,220.98
W/S - Contingencies	No. 27	Missimer & Associates, Inc.	2,375.00
Beach Utilities - Eng.	No. 2	Post, Buckley, Schuh & Jernigan	585.57
Beach Utilities - Eng.	No. 4	Post, Buckley, Schuh & Jernigan	58.34
Beach Facilities - Eng.	No. 5	Post, Buckley, Schuh & Jernigan	49.92
Beach Facilities - D-3	No. 1	J.L. Sherman, Inc.	31,222.80
Laural Oak-Ridgewood Street Lighting	No. 2	Post, Buckley, Schuh & Jernigan	89.90
Crayton Rd. Utilities	No. 1	Post, Buckley, Schuh & Jernigan	1,606.85
Crayton Rd. Utilities	No. 2	Post, Buckley, Schuh & Jernigan	1,010.53
TOTAL AMOUNT ALL INVOICES			\$ 52,721.59

CHANGE ORDER NO. 1 FOR J.L. SHERMAN, INC./UTILITIES FOR BEACH FACILITY/
CONTRACT D-3 - APPROVED IN THE AMOUNT OF \$5,162.00

Following Mr. Eckert's explanation that the change order is required due to modifications in the lengths of pipe for the utilities at the Beach Facility and the time extension being requested because of FPL's inability to supply power as was expected, Mr. Turner moved, seconded by Mrs. Wenzel and carried 4-0, with Mr. Brown absent, that Change Order No. 1 for J. L. Sherman, Inc. be approved in the amount of \$5,162.00.

RESOLUTION OPPOSING AN AMENDMENT TO SECTION 52, CHAPTER 74-462, LAWS OF
FLORIDA RELATING TO RESTRICTIONS OF THE POWERS OF PELICAN BAY IMPROVE-
MENT DISTRICT - ADOPTED

Mr. Moyer reviewed the attempt by the developers of the proposed Naples Cay project to amend Pelican Bay Improvement District's Legislative Act in order to have the District provide them with sewer facilities. He recalled for the Board how the above-referenced developers had come before the Board approximately six (6) or seven (7) months ago requesting such service and had been denied because of the limitations and restrictions placed on the District by its Special Act - i.e. the District is not allow to provide services beyond its boundaries. This second attempt has been encouraged, Mr. Moyer said, by a recent news article which quoted an official of the County Health Department as indicating it would be a good idea if the proposed development did "tie in" with Pelican Bay. This suggested to the developers of "Naples Cay" to try and amend the District's Special Act with legislation which would, out of necessity, have to be considered on the delegation's agenda for tomorrow - January 30, 1981. It is this proposed amendment for change that both Mr. Moyer and Attorney Bolesky urged the Board to be on record "as opposed" and for this purpose, Mr. Bolesky presented a prepared Resolution stating the Board's opposition.

Mr. Turner moved, seconded by Mrs. Wenzel and carried 4-0, with Mr. Brown absent, that the District should go "on record" as opposing the proposed amendment by Resolution; that the President and Secretary be authorized to sign same and that either the District Manager or the Attorney for the District be authorized to attend the hearing on January 30, 1981 to defend the District's position.

PBS&J AUTHORIZED TO ADVERTISE FOR BIDS FOR A PORTION OF THE UNIT IV
WATER/SEWER DESIGN

Because of the timing of the meetings of the Board, Mr. Moyer requested that the Engineers be authorized to advertise for bids for a portion of the Unit IV water/sewer improvements as those designs will be completed and ready to go to bid before the next meeting in March, 1981.

Mr. Turner moved, seconded by Mrs. Wenzel and carried 4-0, with Mr. Brown absent, that the Engineers be authorized to advertise for bids for a portion of the Unit IV water/sewer improvements.

RESOLUTION TRANSFERRING FOUR STREET LIGHTING FIXTURES AND APPURTENANCES
FROM CORAL RIDGE-COLLIER PROPERTIES TO PELICAN BAY IMPROVEMENT DISTRICT -
ADOPTED

Following Mr. Bolesky's presentation of the prepared Resolution which transfer 4 street light fixtures and appurtenances along Pelican Bay Boulevard from Coral Ridge-Collier Properties to Pelican Bay Improvement District, Mr. Turner moved, seconded by Mrs. Wenzel and carried 4-0, with Mr. Brown absent, that the said Resolution be approved and the President and Secretary be authorized to sign same.

Mr. Turner moved, seconded by Mrs. Wenzel and carried 4-0, with Mr. Brown absent, that the following bills submitted by Attorney Bolesky be approved for payment:

Water/Management	\$652.00	Water/Sewer	\$1,873.75
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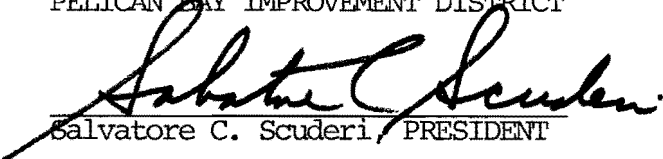
Pelican Bay Improvement District
January 29, 1981

Mr. Turner presented a bill to the Developer for months of December, 1980 and January, 1981 in the amount of \$450.00.

ADJOURNMENT

There being no further business to come before the Board, Mr. Turner moved, seconded by Mr. Brooks and carried 4-0, with Mr. Brown absent, that the meeting be adjourned - Time: 7:15 P.M.

PELICAN BAY IMPROVEMENT DISTRICT


Salvatore C. Scuderi, PRESIDENT

PRESENT AND PROPOSED CHARGES
FOR
IRRIGATION WATER, POTABLE WATER AND WASTEWATER SERVICE
PELICAN BAY
(JANUARY 1981)

Connection Fees

	<u>Existing</u>	<u>Proposed</u>
Group I -	\$1,480 Per Unit	\$1,480 Per Unit
Group II -	\$ 830 Per Unit	\$ 830 Per Unit
Group III -	\$ 665 Per Unit	\$ 860 Per Unit For Master Metering
Group IV -	\$ 625 Per Unit	\$ 860 Per Unit For Master Metering
Commercial-	\$4,465 Per Acre	\$7,145 Per Acre

Meter Fees

Residential

	<u>Existing</u>	<u>Proposed</u>
Group I -	\$ 400 Per Unit	\$ 400 Per Unit
Group II -	\$ 230 Per Unit	\$ 230 Per Unit
Group III -	\$ 180 Per Unit	Based On Meter Size (Master)
Group IV -	\$ 140 Per Unit	Based On Meter Size (Master)

Commercial

<u>Meter Size</u>	<u>Existing</u>	<u>Proposed</u>
	<u>Charge</u>	<u>Charge</u>
5/8 and 3/4 -Inch	\$ 400	\$ 400
1 -Inch	\$ 525	\$ 525
1 1/2 -Inches	\$ 750	\$ 750
2 -Inches	\$1,025	\$1,025
3 -Inches	\$1,500	Actual Job Cost
4 -Inches	\$2,175	Actual Job Cost
6 -Inches	\$3,375	Actual Job Cost
8 -Inches	\$4,900	Actual Job Cost

CALCULATION OF CONNECTION FEES
(JANUARY 1981)

Amount to be Recovered: \$6,015,100 x 35% = \$2,105,285
 \$6,015,100 x 65% = \$3,909,815
 Added For Gr. III & IV = \$ 400,000
 Added For Commercial = \$ 225,000
 \$6,640,100

	Area Charge		Capacity Charge	
Group I	$\frac{\$1,708.84^{(1)} \times 278 \text{ acres}}{480 \text{ units}^{(a)}} =$	\$989.70/Unit	$\frac{\$3,909,815^{(2)} \times 6\%}{480 \text{ units}^{(a)}} =$	\$488.73
Group II	$\frac{\$1,708.84^{(1)} \times 371 \text{ acres}}{1851 \text{ units}^{(a)}} =$	\$342.51/Unit	$\frac{\$3,909,815 \times 23\%}{1851 \text{ units}^{(a)}} =$	\$485.82
Group III & IV	$\frac{\$2,545.66^{(3)} \times 478 \text{ acres}}{5348 \text{ units}^{(a)}} =$	\$227.53/Unit	$\frac{\$3,909,815 \times 66\%}{5348 \text{ units}^{(a)}} =$	\$482.51
Commercial	$\frac{\$3,851.70^{(4)} \times 105 \text{ acres}}{1} =$	\$404,428.50 to be divided	$\$3,909,815 \times 5\% =$	195,490.75

(1) \$2,105,285 ÷ 1232 acres = \$1,708.84/acre

(2) \$6,015,100 - 2,105,285 = \$3,909,815

(3) \$1,708.84 + 836.82^(b) = \$2,545.66

(4) \$1,708.84 + 2,142.86^(c) = \$3,851.70

Group I	480 ^(a)	x \$1,480		= \$ 710,400
Group II	1,851 ^(a)	x 830		= 1,536,330
Group III&IV	5,348 ^(a)	x 710		= 3,797,080
Commercial	84 ^(a)	acres x 7,145		= 600,180

Projected Recovery Amount \$ 6,643,990

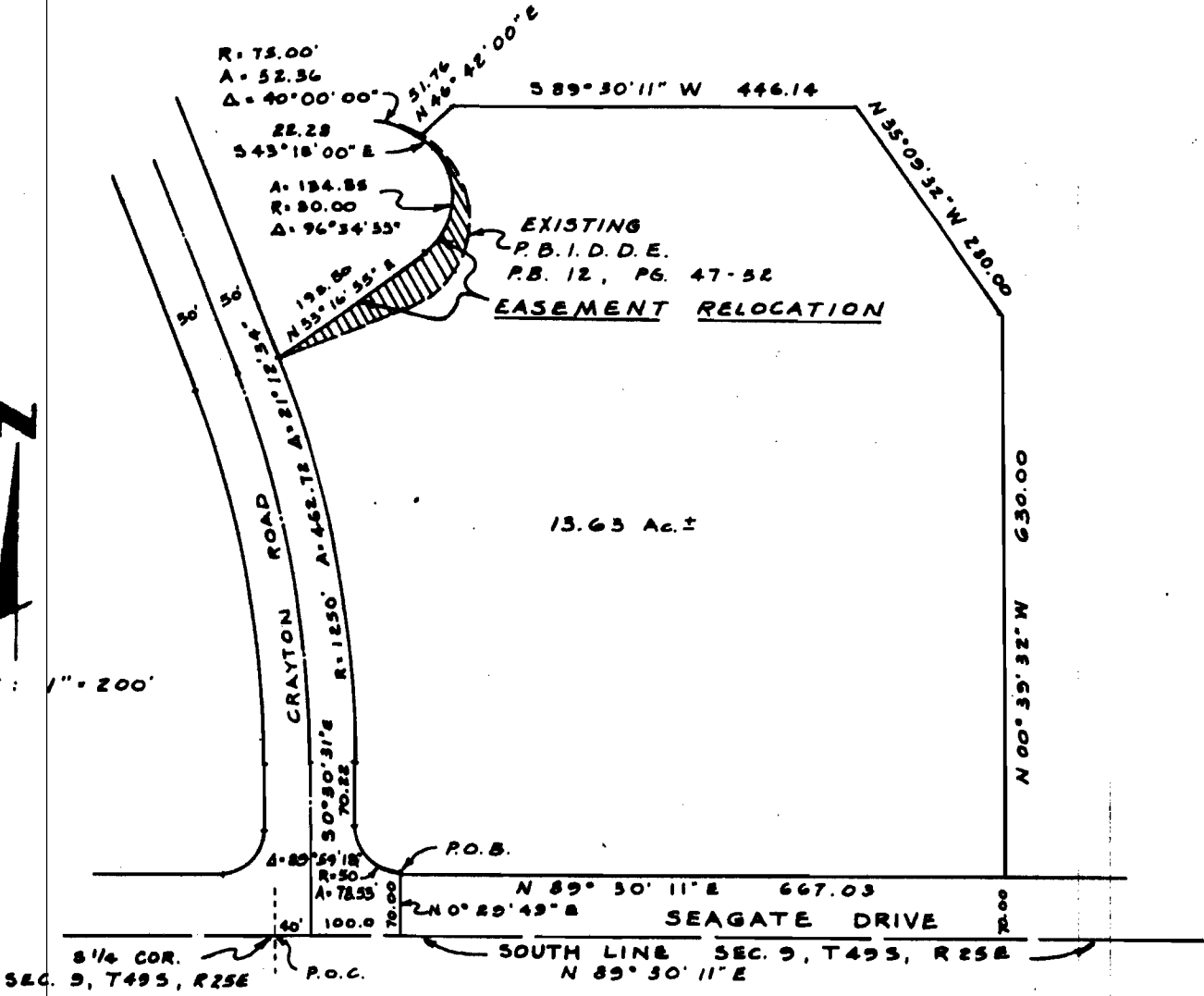
(a) 80 percent of projected number

(b) $\frac{\$400,000}{478 \text{ acres}} = \836.82

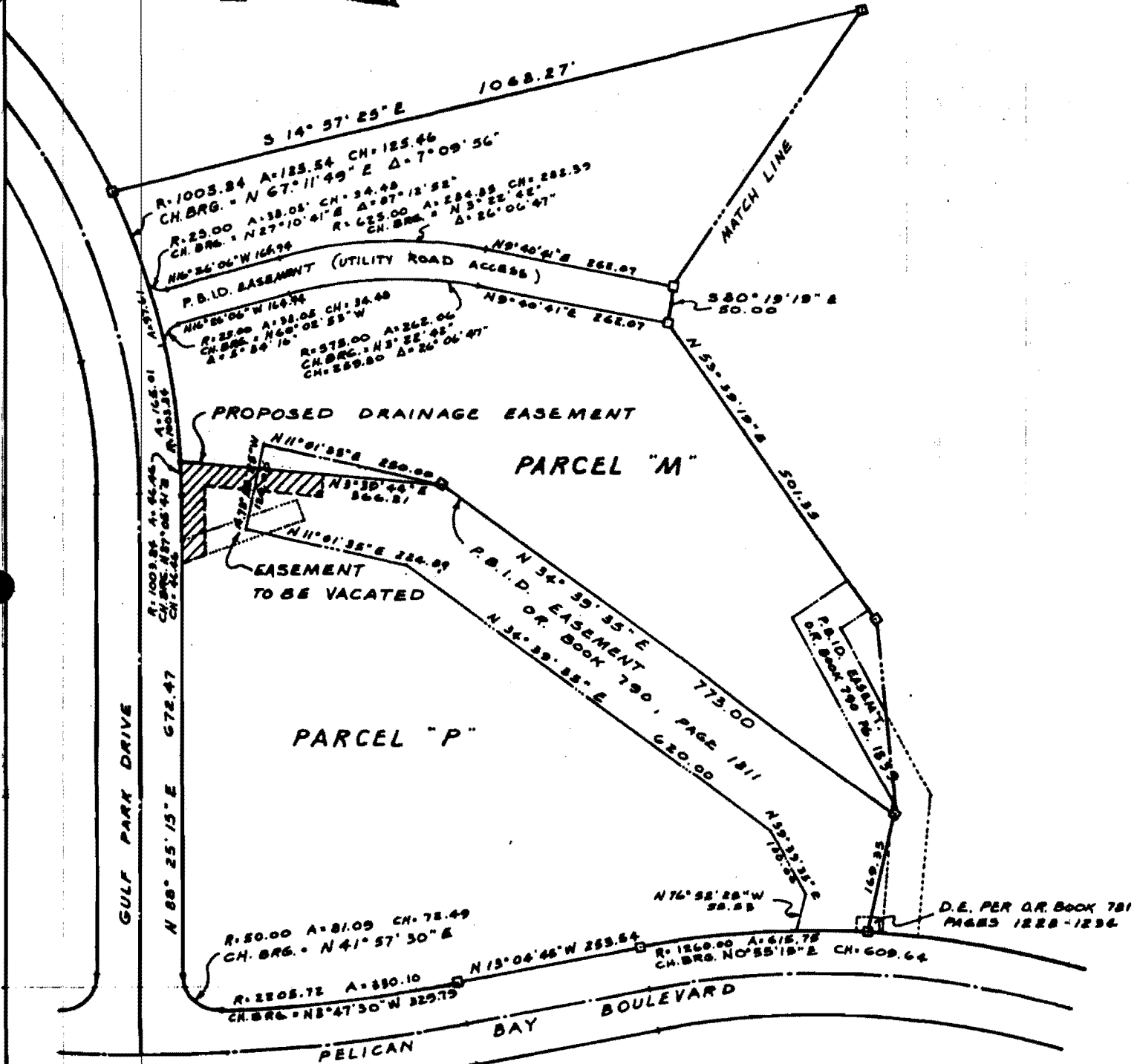
(c) $\frac{\$225,000}{105 \text{ acres}} = \$2,142.86$



SCALE: 1" = 200'



SCALE: 1" = 200'



Pelican Bay Improvement District
Water & Wastewater Treatment, Storage & Pumping Facilities
Contract C-2

304-009.50 Item 9@

Contractor: Biltmore Construction Co., Inc.

Contract Date: January 29, 1979

To: Biltmore Construction Co., Inc.

You are directed to make the changes noted below in the subject contract:

Attest:

Douglas G. Brown

By:

Salvatore C. Scuderi

Date:

Title: President

Approved As To Correctness and Form

By:

Attorney

Nature of the Change:

Item 1	Relocate and extend 24" DIP Suction Pipe at Irrigation Pond & Golf Course Pump Station	+ \$ 1,011.00
Item 2	Add 2" PVC drain on each of 0.5 M.G. Storage Tanks	+ \$ 1,150.00
Item 3	Change horsepower of chlorine pumps from 2 to 5 horsepower and relocate piping	+ \$ 385.00
Item 4	Add 3" conduit in floor of R.O. Building between Motor Control Center and L.P. #1	+ \$ 177.67
Item 5	Add 2" P.V.C. water line (emergency make-up) for R.O. equipment along north side of R.O. Building	+ \$ 207.00
Item 6	Add fence around pumping station and tie into Golf Course Pump Station Building, 136 LF @ \$5.78/LF	+ \$ 786.00
Item 7	Paint drywall in H.S.P. and R.O. Buildings	+ \$ 540.50
Item 8	Furnish and install additional limerock base and asphalt south to accommodate Maintenance Building	+ \$ 6,112.17
Item 9	Install water and sewer service to Maintenance Building property line	+ \$ 2,782.72
Item 10	Furnish temporary potable water plant	+ \$ 5,841.43

The changes result in the following adjustment of Contract Price and Time:

Contract Price Prior to this Change Order:

Net Resulting from this Change Order:

Current Contract Price Including this Change Order:

Contract Time Prior to this Change Order:

Net Increase Resulting from this Change Order:

Current Contract Time Including this Change Order:

Prepared by: George R. McIntyre

Post, Buckley, Schuh & Jernigan, Inc.

Pelican Bay Improvement District
 Water & Wastewater Treatment, Storage & Pumping Facilities
 Contract C-2

Contractor: Biltmore Construction Company Contract Date: January 29, 1979

To: Biltmore Construction Company

You are directed to make the changes noted below in the subject contract:

Attest: _____
 Douglas G. Brown

By: _____
 Salvatore C. Scuderi

Date: _____

Title: President

Approved As To Correctness And Form

By: _____
 Attorney

Nature Of Change:

Item 11	Repair & Replace Section of 16" Irrigation and Fire Flow Line at H.S.P. Buidling, April 17, 1980	+ \$ 2,408.85
Item 12	Add Administrative Charge (Sales Tax)	+ \$ 14,668.61
Item 13	Add Time Delay Relay & Additional Circuitry in the Irrigation & Fire Flow Pump Controls	+ \$ 784.04
Item 14	Florczyk Charge for Damage Due to Excess Chlorine in the Water System (Dated May 13, 1980)	(- \$ 2,647.18)
Item 15	Liquidated Damages through 1-29-81, 402 Days @ 200.00/Day (See Computations Attached)	(- \$ 80,400.00)

(SEE REASONS FOR CHANGE ATTACHED)

(SEE ATTACHED SHEET FOR OUTSTANDING ITEMS TO BE COMPLETED PRIOR TO FINAL ACCEPTANCE)

The change results in the following adjustment of Contract Price and Time:

Contract Price Prior to this Change Order:	\$ 1,880,809.05
Net decrease Resulting from this Change Order:	(- 46,192.19)
Current Contract Price Including this Change Order:	1,834,616.86
Contract Time Prior to this Change Order:	300 Days

CHANGE ORDER NO. TWO (2)

ATTACHMENT

REASON FOR CHANGE

- Items 1 thru 7 Work necessary during construction and interface with shop drawings.
- Item 8 Constructed for CR-CP and to be paid by CR-CP
- Item 9 Necessary to provide water and sewer service to Maintenance property line.
- Item 10 Temporary water plant purchased by Biltmore and installed by Biltmore. PBID should buy equipment from Biltmore at the end of the project.
- Item 11 Line failed after satisfactory test due to unknown party closing valve at R.O. and transferring pressure surge into the line.
- Item 12 Sales tax previously approved and processed with monthly progress payments.
- Item 13 Time delay relay added to high service pump controls in the irrigation system to prevent pump cycling during sudden demand drop in system.
- Item 14 Florczyk charge, Biltmore to forward to their Insurance Co., if this fails, Biltmore will accept this charge of \$2,647.18.
- Item 15 Liquidated damages computed as 402 Days at \$200.00/Day for time delays through 1/29/81. Total damages to be further adjusted based upon actual final completion.

ITEM 15

TABULATED DELAYS - LIQUIDATED DAMAGES

JANUARY 29, 1981

a.	<u>Contractor Delays In Performance</u>	<u>Dates</u>
°	Contract Completion	11-24-79
°	This Date	1-29-81
B.	<u>Delays To Date</u>	432 Days
C.	<u>Potential Time Extensions</u>	<u>Calendar Days</u>
1.	<u>Additional Work</u>	
°	Furnish interim potable water system - Change Order Item #10	10
2.	<u>Change Order Items</u>	
°	Item No. 1	1
°	Item No. 2	2
°	Item No. 3	1
°	Item No. 4	1
°	Item No. 5	1
°	Item No. 6	3
°	Item No. 7	1
°	Item No. 8	4
°	Item No. 9	2
°	Item No. 11	2
°	Item No. 12	0
°	Item No. 13	2
°	Item No. 14	0
°	Item No. 15	0
	Subtotal C	30
	B Minus C	402
	Net Liquidated Damages Through 1-29-81 @ \$200.00/Day (Total Liq. Dam. to be adjusted upon final completion)	\$80,400.00

PREPARED BY:

DATE:

Post, Buckley, Schuh & Jernigan, Inc.

January 29, 1981

OUTSTANDING ITEMS
TO BE COMPLETED
PRIOR TO FINAL ACCEPTANCE
(JANUARY 29, 1981)

	<u>Progress</u>
1. <u>Emergency Generator (Section 16D)</u> (Completion of installation, start-up, instruction)	No Progress
2. <u>STP</u>	
° Power Dropouts and Control Circuits (possibly related to irrigation pump controls at HSP building)	No Action
° 2-inch PVC Raw Water Line in Vicinity of Previous Repair	No Action
° 2-inch PVC UG Chlorine Solution Line North of Suburbia Tank (Split Pipe)	No Action
3. <u>Yard Piping</u>	
° Control Valve & Access, Emergency Makeup Feed Water Line (NW Corner RO Plant)	No Action
4. <u>Alarm System</u>	
° Low Water Potable Tank Alarm	No Action
5. <u>Mechanical and Controls</u>	
° HSP Backflow Preventer (PVC Valve Inoperative)	No Action
° CL ² Residual Analyser	
a) Micro Pump Inoperative	
b) Chemical Mix & Instructions	No Action
6. <u>Electrical Switchgear and Controls</u>	
° Main Circuit Breaker MCC No. 1 (HSP Building)	No Action
° Main Motorized Circuit Breaker STP (HSP Building)	No Action
° Controls, High Service Pumps	No Action