

Naples, Florida

November 19, 1986

LET IT BE KNOWN, that the Pelican Bay Improvement District met on this date in Regular Session at 3:30 P.M., in the Naples Federal Savings & Loan Building, Fifth Floor, 5801 Pelican Bay Boulevard, Naples, Florida, with the following members present:

PRESIDENT:	Miles Scofield
SECRETARY:	Sue E. MacAlister (Absent)
TREASURER:	Sylvia A. Moll
	Ramer B. Holtan
	James D. Hake

ALSO PRESENT: Mr. Gary L. Moyer, District Manager; Mr. James P. Ward, Assistant District Manager; Messrs. Byron Koste, Lou Hoegsted, Tony Pires, David Caldwell, Jack McKenna and Charles Penn of Westinghouse Communities of Naples, Inc.; Mr. Vince Riccobono of Post, Buckley, Schuh & Jernigan, Inc.; Mr. Tracy Bolesky, Attorney for the District; Mr. Harmon Turner, Consultant to the Board; Mr. Tom Crandall, Collier County Utilities Administrator; Mr. Dan Brundage of Agnoli, Barber & Brundage, Inc.; Mr. Salvatore C. Scuderi, past President of the Pelican Bay Improvement District Board of Supervisors; Mr. Robert Parmelee of the Pelican Bay Improvement District; Messrs. James Dunwiddie and Jack Portman, Representatives of the Pelican Bay Property Owner's Association; Mr. William Butler, PBID Resident; and Jean Smith, Administrative Assistant.

AGENDA

1. Roll Call.
2. Oath of Office - Mr. Ramer B. Holtan & Mr. James D. Hake.
3. Election of Officers - President & Secretary of the Board.
4. Approval of Minutes of the Meeting held October 21, 1986.
5. Citizen's Comments.
6. Administrative Matters:
 - A) Review of the Sunshine Law and Code of Ethics (Chapter 112 Florida Statutes)
 - B) Review of Memorandum Of Voting Conflict
 - C) Discussion on Meeting Times & Meeting Place for Balance of the Year.
7. Consideration of Revised Addendum to the Pelican Bay Improvement District/City of Naples Interconnection Agreement.
8. Consideration of Bids:
 - A) Wastewater Treatment Plant
 - B) R.O. Plant Chemicals
 - C) Water Management Plant Chemicals
 - D) Right-Of-Way Maintenance
9. Consideration of Easements:
 - A) Grant of Easement Systems V & VI
 - B) The Glen
 - 1) Vacation of Existing Water Management Easement
 - 2) Grant of Revised Water Management Easement
 - 3) Grant of Access Easement (Berm Use)
 - 4) Grant of Access Easement (Glenview Place)
10. Authorization to Seek Financing for the Unit VI Street Lighting System
11. Discussion on Engineering Proposals.
12. Engineer's Report.
 - A) Certificates of Payment.
13. Manager's Report.
14. Confirmation of Invoices.
15. Supervisor's Requests and Audience Participation.
16. Adjournment.

ROLL CALL

Ms. Moll called the meeting to order at 3:30 P.M. and asked the record show Ms. MacAlister absent with all other members present.

OATH OF OFFICE

Mr. Moyer welcomed Mr. Ramer B. Holtan and Mr. James D. Hake to the Pelican Bay Board of Supervisors. Mr. Holtan and Mr. Hake took the following Oath of Office:

"I, Ramer B. Holtan, will honestly, faithfully and impartially perform the duties devolving upon me in office, as Supervisor of the Pelican Bay Improvement District, to which I was elected, and I will not neglect any of the duties imposed upon me by this Oath."

"I, James D. Hake, will honestly, faithfully and impartially perform the duties devolving upon me in office, as Supervisor of the Pelican Bay Improvement District, to which I was elected, and I will not neglect any of the duties imposed upon me by this Oath."

Copies of these signed Oaths of Office are attached hereto, and made a permanent part of these Public Records.

ELECTION OF OFFICERS - PRESIDENT AND SECRETARY OF THE BOARD

As the President and Secretary of the Board were no longer seated on the Board of Supervisors, it was necessary for the Board to elect a new President and Secretary. At this time, Mr. Moyer called for nominations for President of the Board of Supervisors. Mr. Hake nominated Mr. Miles Scofield for the position of President. Mr. Moyer called for additional nominations; there being none, the nomination was seconded by Mr. Holtan and a unanimous ballot was cast for Mr. Miles Scofield as President of the Board of Supervisors.

Following the election of Mr. Scofield as President of the Board, Mr. Scofield called for nominations for Secretary of the Board of Supervisors. Mr. Holtan nominated Ms. Sue MacAlister for the position of Secretary of the Board. Mr. Scofield called for additional nominations; there being none, the nomination was seconded by Mr. Hake and a unanimous ballot was cast for Ms. Sue E. MacAlister as Secretary of the Board of Supervisors.

Mr. Moyer informed the Board that Ms. Moll has served as Treasurer of the Board in the past and suggested the Board, at this time,

officially elect a Treasurer of the Board. At this time, Mr. Hake nominated Ms. Moll for the position of Treasurer of the Board. Mr. Scofield called for additional nominations; there being none, the nomination was seconded by Mr. Holtan and a unanimous ballot was cast for Ms. Moll as Treasurer of the Board of Supervisors.

MINUTES OF OCTOBER 21, 1986 - APPROVED

Ms. Moll moved, seconded by Mr. Hake and approved unanimously, the Minutes of October 21, 1986.

CITIZEN'S COMMENTS

Mr. Moyer stated that two members of the Public had registered with the Recording Secretary desiring to address the Board, Mr. James Dunwiddie and Mr. Jack Portman.

At this time, Mr. Dunwiddie told the Board that he wished to address the issue of the Wastewater Treatment Plant Bids. Mr. Dunwiddie explained that he had reviewed the Bid Tabulations for the Wastewater Treatment Plant and the low bid, in the amount of \$2,670,000, was considerably higher than the Engineer's original estimate of approximately \$1,300,000 included in the Cooper's & Lybrand Rate Study and the Series 1985 Bond Offering Statement. His question was whether the District should spend \$2,670,000 to construct a 1 MGD facility when according to the Engineer's proposal for approximately \$800,000 the District could add 500,000 GPD additional capacity to that which now exists. He stated that he, as a taxpayer, would be very reluctant to spend \$2,670,000 if the District could get by for the next several years with an expenditure of

something under \$1,000,000.

He also suggested that it might be appropriate for the Board to decide to have the newly selected Engineering firm review the best way to proceed, both economically and technically, with the Wastewater Treatment Plant.

At this time, Mr. Moyer called for Mr. Portman's comments. Mr. Portman replied that he would like to comment as the various Agenda Items came up, however, he did say that his Committee was currently reviewing the Rate Study to determine some of the foundation for the data and he would keep District Management abreast of their thinking regarding the Study. Secondly, he told the Board that Mr. Paul Mattis, President of Bay Villas Association, asked him to speak on the fact that under the District's new rate structure, the irrigation water rates in Bay Villas will increase by over 70% and this was on top of the great increase that occurred the last time around.

Mr. Portman reserved any other comments until the appropriate time during the Agenda.

CONSIDERATION OF REVISED ADDENDUM TO THE PELICAN BAY IMPROVEMENT DISTRICT/
CITY OF NAPLES INTERCONNECTION AGREEMENT

Mr. Moyer explained that at the September Meeting, the Board approved the Agreement and Addendum with the City of Naples for providing bulk treated potable water to Pelican Bay and at a special City Council Meeting held on November 3, 1986, to consider the Addendum to this Service Agreement, the Addendum was approved subject to certain changes in Section 2 of the Agreement. He stated that a copy of the proposed Addendum had

been included in the Agenda packages for the Board's prior review. Mr. Moyer explained that as it now stood, the District would obtain bulk treated potable water from the City of Naples for a period of two years and the County believed that at the end of the two year period, it would have its own potable water distribution system in place and be able to provide potable water to the District. He stated that if this came about, the District under the current set of Agreements, would disconnect from the City and hook into the County System. He further explained that the Agreement between the County and the District provided for rates, pressures, metering, etc., the idea being that the District would be out of the potable water business and obtain its water from the County. However, he explained that there was "a window", that being between the second year and fifth year, that provided if the County was not in a position after two years to service Pelican Bay and because the District did not want to be faced without having potable water available, the City/District Agreement was extended for the interim period between two and five years. He also explained that the original Addendum approved by the Board stated that the District could terminate the Agreement with the City upon thirty days notice. The City, however, desired to revise the Addendum to state that the City would give the District the right to cancel with thirty days notice between the two and five year period but after the five year period, if the County could not provide potable water to Pelican Bay, the District would be released from any further commitment to Collier County and the City/District Agreement would be in force. The following is Paragraph 2 of the Addendum to the District/City of Naples Interconnection Agreement:

Interconnection Agreement: "This Agreement shall commence on the date of execution by both parties and shall remain in full force and effect thereafter. Provided however, this Agreement may be terminated by the District upon providing thirty (30) days written notice to the City after two (2) years but prior to five (5) years from the date of this Agreement."

At this time Mr. Moyer asked for the Board's approval of the Addendum, as amended, and stated this would complete all of the negotiations between the City, the County and the District. He advised that both the City of Naples and Collier County had approved and signed the Agreements.

Mr. Scofield asked for Mr. Bolesky's opinion of the Agreements. Mr. Bolesky told the Board that he had reviewed all of the Agreements and Addendums and that they were all legally sufficient.

Mr. Holtan asked Mr. Moyer whether the County was in agreement with the revised Addendum. Mr. Moyer explained that the County Commission had seen and approved the Agreement and the revised Addendum and once the Board approved the Addendum, Mr. Pistor was in a position to sign the County/District Agreement and the City would execute the City/District Revised Addendum. He explained that this would complete the whole package.

Mr. Tom Crandall, Utilities Administrator for Collier County, told the Board that the County had no objections to the Addendum to the City/District Agreement, as presented.

Following this discussion, Mr. Hake moved, seconded by Ms. Moll and approved unanimously, the Revised Addendum to the Pelican Bay Improvement District/City of Naples Interconnection Agreement.

ADMINISTRATIVE MATTERS

Review of the Sunshine Law and Code of Ethics
Review of Memorandum of Voting Conflict

Mr. Moyer told the Board that District staff felt it was appropriate at this time with the seating of two new Board members to review some areas of concern regarding the Sunshine Law and Code of Ethics (Chapter 112 of the Florida Statutes). At this time he asked Mr. Bolesky to review these issues for the Board.

Mr. Bolesky apologized to the Board and stated he was unprepared at this time to offer a full presentation on this matter since he was involved in a trial and had not had time to prepare. He asked the Board to defer this item until the next meeting. He did, however, offer a brief review of the Sunshine Law, which he stated basically said that no Board members could meet outside of a publicly advertised meeting to discuss any matter of District concern.

Mr. Scofield asked whether Board members could hold a workshop to discuss District matters. Mr. Bolesky replied that the Board could hold workshops, however, they would have to be publicly advertised meetings, in accordance with Florida Statute 189, and advertised 7 days prior to the workshop meeting.

Mr. Bolesky, in response to a comment by Mr. Hake, told the Board he would furnish them with a copy of the Sunshine Law at the next meeting.

Discussion On Meeting Times And Meeting Place For Balance of The Year

Mr. Moyer explained to the Board that each year it is necessary for the District to place an ad in the newspaper identifying the dates, times and places of the regularly scheduled meetings. Mr. Moyer commented

that this is usually done early in October to coincide with the beginning of the District's new Fiscal Year. He advised that he had taken the liberty of advertising the meeting date as the third Wednesday of each month at 3:30 P.M. and now suggested that the Board might wish to discuss this matter more fully to decide amongst themselves the dates, times and places they so desired.

Mr. Moyer explained that originally the 4:30 meeting time was scheduled as two of the Board members did not live in Pelican Bay and in order to accommodate their schedule a 4:30 meeting time had been established.

Ms. Moll suggested that she liked an earlier meeting time. Mr. Holtan suggested he liked a 4:30 meeting time and Mr. Hake deferred to the consensus of the Board. Mr. Scofield suggested that they compromise on a time of 4:00 P.M. on the 3rd Wednesday of each month. Mr. Hake also suggested that the dates of the meetings remain as scheduled unless 4 of the 5 Board members agreed to a change.

In response to a question by Mr. Scofield, Mr. Moyer replied that in the last year and a half many things happened which had required District staff to reschedule meetings so the Board could consider various important items which had arisen and this was the reason that some of the regularly scheduled meetings had been changed. However, Mr. Moyer told the Board that District staff would do their utmost to try and maintain a regular meeting schedule.

At this time, Mr. Holtan moved, seconded by Mr. Hake with Ms. Moll voting nay and approved that the regularly scheduled meetings of the

Pelican Bay Improvement District Board of Supervisors be held at 4:00 P.M. on the third Wednesday of each month.

Following this motion, Mr. Hake moved, seconded by Mr. Holtan and approved unanimously that the meeting date and time remain as scheduled unless 4 of the 5 Board members were in agreement to the change.

CONSIDERATION OF BIDS

Wastewater Treatment Plant

Mr. Moyer offered a brief history of the bids for the Wastewater Treatment Plant. He explained that bids were originally accepted last month for the Wastewater Treatment Plant, however, there was an objection by one of the bidders as to a bidding procedure which the low bidder did not follow, i.e., there was no bid bond at that time and after a discussion by the Board, they decided to reject all bids and readvertise the project.

Mr. Moyer advised that a Bid Tabulation had been included in the Agenda Packages which reflected the new bids which were received. Mr. Moyer told the Board that there was a real concern on how long the District could go without expanding the Wastewater Treatment Plant. He recalled for the Board that they had held previous discussions on a temporary plant, which turned out to be a very expensive solution to the problem. He advised the Board that the District is running out of plant capacity very quickly and with the new hotel coming on line and the normal growth which is occurring in Pelican Bay, for all practical purposes the District is out of capacity. He stated the District needed to proceed very quickly on this matter and even if the bid was awarded today, it would still would be a year until the plant was completed and on line.

Mr. Scofield asked Mr. Moyer through what period of time the 1 MGD facility would take care of the District's needs. Mr. Moyer replied that the facility would serve the District into the early 1990's.

At this time, Mr. Riccobono reviewed the five bids which were received for the Wastewater Treatment Plant and told the Board that the bids not only included the Wastewater Treatment Plant but also included improvements to the irrigation system, potable water system, chlorination system and piping modifications. In response Mr. Dunwiddie's previous stated concerns, Mr. Riccobono advised that the \$1,300,000 that was identified in the initial Report was just for the Wastewater Treatment Plant and the project, as bid, encompassed \$770,000 for a storage tank, a chlorination system to serve the water and the wastewater system, and electrical work which would serve both systems. Thus, he stated when these were all added together, the Report identified a cost of approximately \$2,500,000 for the items that were bid as part of the Wastewater Treatment Plant package. He explained that if one looked at the original Report and listed of all the items that were actually bid, the cost would approximate \$2,500,000.

Mr. Moyer told the Board that they also needed to be aware that there was another component to the Treatment Plant that was not part of the bid; i.e., the boat clarifier, which would cost approximately \$200,000. Mr. Riccobono told the Board that the District decided to bid this item separately, in order to save sales tax and receive a lower price by purchasing direct from the manufacturer. However, he added that the cost for installation of this item was included in the Treatment Plant Bid.

Mr. Riccobono advised that the references of the low bidder, Metro Equipment and Construction Associates, Inc., had been checked and they had performed many similar projects and thus recommended the Board accept the low bidder, Metro Equipment and Construction Associates, Inc. (Meca).

Mr. Scofield asked Mr. Moyer whether the Study performed by Coopers & Lybrand contained all the figures as outlined in the bids. Mr. Ward replied that the Study did contain the dollars that were outlined in the Bond Offering Statement, however, part of the amount was shown in the irrigation portion of the figures rather than in the cost for the Wastewater Treatment Plant.

In conclusion, Mr. Moyer stated that the bids had come in somewhat higher than the District expected but as mentioned, the estimates were a year and a half old.

Following further discussion, Ms. Moll moved, seconded by Mr. Hake and approved unanimously that the low bidder, Metro Equipment and Construction Associates, Inc., be awarded the contract for the construction of the Wastewater Treatment Plant, in the amount of \$2,670,000.

R.O. Plant Chemicals

Mr. Moyer explained that bids were taken on November 7, 1986 for chemicals which are used for the water and wastewater operations of the District. Two bids were received, one from McKesson Chemical Co. and one from PB&S Chemical Co. The low bidder was PB&S Chemical Co., in the combined amount of \$18,792.00, for the chemicals needed for Fiscal Year 1987. Mr. Moyer stated PB&S Chemical Co. has supplied chemicals to the

District for the past several years and has always supplied chemicals of good quality. He advised the Board that only a portion of the total quantity of the chemicals that were bid will be needed since the District will be connecting to the City of Naples potable water supply.

Mr. Holtan questioned why there was such a great disparity between the suppliers in the amount bid for Sodium Hydroxide; i.e., \$15.75 CWT from McKesson Chemical Co. and \$9.00 CWT from PB&J Chemical Co. Mr. Moyer was unable to answer this question and told Mr. Holtan District staff would contact McKesson to find out the reason for their high bid.

At this time, Ms. Moll moved, seconded by Mr. Holtan and approved unanimously that Award of Contract for the chemicals for the water and wastewater operations of the District for Fiscal Year 1987, be made to PB&S Chemical Co., for the combined total of \$18,792.00.

Fiscal Year 1987 Water Management Chemicals

Mr. Moyer stated that several bids had been received on October 7, 1986, for the herbicides used in the District's aquatic treatment program. A Bid Tabulation was included in the Agenda Packages and at this time, Mr. Moyer recommended that award of contract be made to the low bidder in each chemical category. He explained that the reason for awarding the contract in this manner was to ensure that the chemical suppliers kept their bids competitive.

Following further discussion, Mr. Hake moved, seconded by Ms. Moll and approved unanimously, that Award of Contract for the chemicals for the aquatic weed control treatment program for Fiscal Year 1987, be made to the low bidder in each chemical category as follows: Helena Chemical Co in

amount of \$5,292.00 for Rodeo; Helena Chemical Co. in the amount of \$145.50 for Surfacant; Helena Chemical Co. in the amount of \$3,364.20 for Banvel; Asgrow Florida Co. in the amount of \$5,208.00 for Diquat and Southern Mill Creek in the amount of \$1,320.00 for Copper Sulfate.

Right-Of-Way Maintenance Program

Mr. Moyer explained that the Right-Of-Way Contract with Richardson & Associates expired on December 31, 1986 and at the last meeting of the Board, District staff was authorized to accept bids for the Fiscal Year 1987 Right-Of-Way Maintenance Program. He advised the Board that District staff accepted bids on November 17, 1986 for this maintenance work and two bids were received, one from Jacaranda Landscape & Lawn Maintenance and one from Richardson & Associates, Inc. He stated that the Right-Of-Way Specifications were a very detailed set of specifications and had evolved over a period of four or five years. He explained that the reason for this evolution was that by using a couple of different Contractors it had been found that there had been a lot of questions raised on different items and as the questions were raised they were incorporated in the contract documents to identify clear performance standards. He commented that because the specifications were so tightly written the District did not get a large number of bidders on this Contract, that usually the bidders were the contractors who were familiar with Pelican Bay.

Mr. Moyer advised that the low bidder was Jacaranda, in the amount of \$187,810, for the complete Right-Of-Way Program, i.e., mowing, edging, fertilizing, pruning, pest control, and sprinkler maintenance. He

recalled for the Board that last year District staff had compiled some figures and held lengthy discussions on whether the District should have its own right-of-way maintenance program. The Board determined at that time that because the District would not save much money by having its own program versus the low bid it was not worthwhile to pursue the matter. However, it was decided that staff would continue to look at this matter and if the bids got out of line, the District conducting its own right-of-way maintenance program could always be an alternative. Mr. Moyer commented that the bids which were received were not out of line compared to last year's contract amount and recommended that the Board consider award of contract to Jacaranda Landscape & Lawn Maintenance. He also pointed out that the specifications contained a thirty (30)^{day} termination clause if the Board found that the maintenance work was not being performed properly.

Mr. Hake asked how the figure of \$187,810 compared to last year's Contract price. Mr. Ward stated that Richardson's contract for 1986 was in the amount of \$207,000 and encompassed less work than the 1987 Contract.

Mr. Scofield asked Mr. Moyer if the qualifications of Jacaranda had been investigated. Mr. Moyer stated that the firm was a much smaller firm than Richardson & Associates, with approximately 8-9 people, however, had been in business for approximately 12 years. He told the Board that Mr. Ward had toured some of the projects currently being maintained by Jacaranda and he found them to be acceptable. Mr. Ward explained that most of Jacaranda's clients were in the Lely and Glades area and consisted of condominium or villa projects and since he found no major problems in any of the areas he looked at, he did not feel Jacaranda could be disqualified

to perform the work in Pelican Bay.

Mr. Holtan asked Mr. Moyer whether he had any experience in any of his other Districts with District run right-of-way maintenance programs. Mr. Moyer replied that he only has one other District that was currently getting into this type of business and most other District's hire outside contractors.

Mr. Hake asked Mr. Moyer if he would furnish him with a right-of-way map outlining the exact areas which the District maintains as part of its right-of-way program. Mr. Moyer told Mr. Hake he would be happy to furnish him with this map and explained that these areas are clearly identified in the Right-Of-Way Specifications.

Mr. Scofield asked Mr. Moyer whether any other large landscaping firms had been contacted regarding bidding this work. Mr. Ward replied that he had contacted several other large firms in Naples, Fort Myers, and Port Charlotte.

Following this discussion, Ms. Moll moved, seconded by Mr. Hake and by Roll Call Vote as follows: Mr. Hake - Yes; Mr. Holtan - Yes; Ms. Moll - Yes; Mr. Scofield - No; and carried, that the Pelican Bay Improvement District Right-Of-Way Maintenance Contract for 1987 be awarded to the low bidder Jacaranda Landscape and Lawn Maintenance, in the amount of \$187,810.

CONSIDERATION OF EASEMENT

Grant Of Easement Systems V & VI

Mr. Moyer explained that sometime ago the District constructed a portion of its drainage system north of Gulf Park Drive, which is

commonly referred to as System V & VI. Mr. Ward, via an enlarged map, pointed out the location of this drainage system. Mr. Moyer explained that District access to the Water Management areas in these systems had been via a License Agreement with Westinghouse Communities of Naples and one of the original commitments at the time of the License Agreement was that upon completion of the Water Management System for System V & VI, the District would prepare formal easements and legal descriptions and WCN would grant the necessary easements pursuant to the legal descriptions. Included in the Agenda packages for acceptance by the Board were the Grants of Easements, as well as the legal descriptions, for the completed Water Management facilities. Mr. Moyer indicated that the Grant of Easement and the legal descriptions had been reviewed and approved by Post, Buckley, Schuh & Jernigan, Inc.

As a related item, Mr. Moyer explained that the second part of this matter related to providing access to the Water Management areas in Systems V & VI. He explained that WCN had agreed to enter into a License Agreement with the District to provide the District with the necessary access to Systems V & VI Water Management areas. Mr. Moyer advised that the reason this access was being provided by License Agreement at this time was that there had been no development in the area, however, he did indicate as development does take place, the License Agreement access will be replaced with the formal grants of easements.

At this time, Mr. Moyer asked for the Board's acceptance of the Grant of Easement and the License Agreement for Systems V & VI.

Following this discussion, Ms. Moll moved, seconded by Mr. Holtan

and approved unanimously acceptance of the Grant of Easement and the License Agreement from Westinghouse Communities of Naples, Inc. for Systems V & VI.

The Glen

Via a location map, Mr. Moyer identified the area known as the Glen which lies adjacent to Crayton Road and Pelican Bay Boulevard to the south of the Grosvenor. Mr. Moyer recalled for the Board that at the October 21, 1986 meeting, the Board approved the vacation of a portion of Parcel D, Unit One, Access Easement to the Berm. This was done in order to accommodate the Site Plan for the Glencove Project. At the last meeting, it was represented to the Board that District staff would be returning with another dedication of easement to replace this easement once staff had a better feel for the site plan for the parcel to the west, to be called Paradigm. Mr. Moyer explained that the Developer of Paradigm had requested the District revise the Water Management Easement for this site and he also stated that they would provide access to the berm through the parcel. Mr. Moyer advised that the existing PBID Drainage Easement in The Glen was to serve as stormwater storage as well as provide access to the berm. The area was originally defined running parallel to the berm with the intent that as development of the parcels were undertaken modifications to the easements would be necessary. At this time, Mr. Moyer stated that WCN had requested that the configuration of the Water Management Easement be revised in order to accommodate the proposed Site Plan.

As a related item, District staff had been requested to accept two other easements. The first easement was an ingress and egress easement

through the Southwest Parcel in order to allow the developer flexibility in the development of his site plan. The District would be granted access to the berm via this easement.

The second easement was an access easement off the end of Glenview Place to the Water Management lake. This easement would allow the District access to the lake. Mr. Moyer stated that Post, Buckley, Schuh & Jernigan, Inc. had reviewed and approved both easements.

Mr. Hake expressed a concern whether there was enough cushion between the berm and the point of development. Mr. Brundage, with the engineering firm of Agnoli, Barber, & Brundage, addressed this matter of concern. Mr. Brundage introduced himself to the Board and stated that he had the pleasure of being involved in the development of the Pelican Bay Water Management Plan at its initial conception. He explained that at conception the theory was to guarantee to both the Pelican Bay Improvement District and to the South Florida Water Management District, sufficient space for storage of water would be provided. He stated that back in 1977 and 1978 when the Water Management Plan was being developed, the engineers had no idea how each of the parcels would develop. Thus, in order to vest certain interests to the District, parallel lines were arbitrarily drawn to the berm that would provide sufficient storage for the waters behind the berm, with the intent that as parcels were developed through this area, the lines would meander and be modified and adjusted to accommodate individual site plans. He further explained that one of the requirements for these types of modifications was that the same amount of storage be provided after the modification as before. He suggested to the Board that if they

took at look at other developments which had taken place in Block D, they would see many instances where the Water Management easement had been modified to suit individual development. Accordingly, he explained, the modification under discussion had been designed in a manner so the same amount of storage water was provided with the modification as was present before the modification. Thus, there was an even trade-off in the Water Management aspect of the easements.

Mr. Scofield asked Mr. Brundage to address the topic of the foliage buffer zone between the berm and the development of the new area. Mr. Brundage explained that when Pelican Bay was originally being designed there were several sensitive areas located behind the berm that required protection and at that time they were mapped, located and flagged in the field by environmentalists, in cooperation with the developers, the U.S. Corps of Army Engineers, D.E.R., etc. He explained they all had agreed on where the sensitive areas were located and the areas were then flagged, the ribbon lines located, and surveyed. Thus, he advised that an actual survey exists for the sensitive areas. He explained that this line had been followed very meticulously in the design of the Water Management area easements in the area under consideration. In conclusion, he stated that the easements in question, did address the sensitive wetland areas.

Following this discussion, Ms. Moll moved, seconded by Mr. Hake and approved unanimously, vacation of the existing Water Management Easement for The Glen and acceptance of the Grant of Revised Water Management Easement, Grant of Access Easement (Berm Use) and Grant of Access Easement for Glenview Place.

AUTHORIZATION TO SEEK FINANCING FOR THE UNIT VI STREET LIGHTING SYSTEM

Mr. Moyer recalled for the Board that at the September 24, 1986 meeting, the District's Engineers, Post, Buckley, Schuh & Jernigan, Inc. had been authorized to design the Unit VI Street Lighting System. He stated that the design was now complete and bids had been accepted for the construction of this project. As such, he explained it was necessary for the District to contact various lending institutions to seek financing for the construction of this Street Lighting System, which according to the Engineer's estimate would cost approximately \$110,000.

In response to a question by Mr. Holtan, Mr. Moyer explained that District staff contacts various local lending institutions to seek the best possible financing. He explained that generally the loans are eight year maturities with the principal and interest paid yearly.

Mr. Hake suggested that due to the size of his tax bill, the Developer pay for the installation of this street lighting system and upon completion turn it over to the District. Mr. Moyer explained that the District had previously compared the costs involved with using poles furnished by Florida Power & Light versus the current District owned Street Lighting System. He explained that the results of this comparison showed that over the long run, it was less expensive for the District to purchase their own poles and obtain tax free financing to finance the system than it was to go with Florida Power & Light.

There being no further discussion Ms. Moll moved, seconded by Mr. Holtan and by roll call vote as follows: Mr. Hake, no; Ms. Moll, yes, Mr.

Holtan, yes; Mr. Scofield, yes and carried that District staff be authorized to seek financing for the Unit VI Street Lighting System.

DISCUSSION ON ENGINEERING PROPOSALS

Mr. Moyer recalled for the Board that at a previous meeting, District staff was authorized to seek Proposals for General Engineering Consultation Services, in accordance with Chapter 287 of the Florida Statutes, commonly referred to the Competitive Negotiations Act. He commented that the District received five Proposals on November 11, 1986, from the following Engineering firms: Agnoli, Barber & Brundage, in joint venture with CH2M Hill; Boyle Engineering; Gee & Jenson; Hole, Montes & Associates, Inc.; and Wilson, Miller, Barton, Soll & Peek. He advised that a summary of the firms hourly rates had been included in the Agenda Packages for the Board's review.

At this time, Mr. Moyer recommended that in order to evaluate the Proposals, including the firm's capabilities, as well as their fees and charges, the Board consider the establishment of a Screening Committee to establish the criteria to be utilized in evaluating the Proposals and to prepare a recommendation for the Board to consider. He recommended the Committee consist of a member of staff, Mr. Turner, the Board's Engineering Consultant, and a member of the Board. He explained that this Review Committee would go through the firms qualifications and come up with some scoring criteria to try and identify what would best serve the needs of the District based upon the firms qualifications.

Mr. Scofield concurred with Mr. Moyer's recommendation and asked for volunteers from the Board. Mr. Holtan suggested that a PBID resident,

Mr. Jim Dunwiddie, was a qualified Engineer and recommended that he serve as a member of the Committee. Mr. Hake recommended Mr. Scofield, himself, Jim Dunwiddie and Mr. Carl Bowen. Mr. Scofield stated that since he dealt with all of these Engineering Firms in his personal business he respectively declined to serve on the Committee. Mr. Bolesky stated that there might be a problem with the Sunshine Law if two Board members served on the Committee and suggested that only one Board member be on the Committee.

Mr. Scofield asked Mr. Moyer why Agnoli, Barber & Brundage did not conform with the schedule of rates and fees by category as the other four firms had done. Mr. Brundage, of Agnoli, Barber & Brundage, answered that it was possibly due to his firm's misunderstanding in the request for Proposals and he said he would be happy to provide the Board with a Fee Schedule which conformed with the balance of the Proposals prior to the meeting of the Review Committee.

By consensus of the Board it was established that the Review Committee would consist of Mr. James Hake, Mr. Jim Dunwiddie, Mr. Harmon Turner, Mr. Carl Bowen, if available, and a member of District Staff.

ENGINEER'S REPORT

At this time, Mr. Riccobono presented the following Certificates of Payment for approval by the Board:

Pelican Bay Improvement District
November 19, 1986

<u>CERTIFICATE NO.</u>		<u>CONTRACTOR</u>	<u>AMOUNT</u>
Roadway Lighting	No. 1 ✓	Post, Buckley, Schuh & Jernigan	\$ 5,093.60
The Glen - D-22	No. 3	Post, Buckley, Schuh & Jernigan	975.08
Construction Services			
Georgetown - D-23	No. 2	Post, Buckley, Schuh & Jernigan	2,452.84
Construction Services			
Contract D-17 - Unit	No. 19	Post, Buckley, Schuh & Jernigan	3,560.04
6 - Construction			
1985 Bond Issue	No. 91	Post, Buckley, Schuh & Jernigan	844.25
Eng. Design WWTP			
1985 Bond Issue	No. 92	Post, Buckley, Schuh & Jernigan	14,135.67
Redesign WWTP			
City of Naples	No. 93	Post, Buckley, Schuh & Jernigan	408.14
Interconnect -			
Contract D-24			
		TOTAL AMOUNT ALL INVOICES	\$ 27,469.62

Following Mr. Riccobono's presentation, Ms. Moll moved, seconded by Mr. Hake, and approved unanimously, that the Certificates of Payment be approved, as presented.

MANAGERS REPORT

Mr. Moyer stated that he had nothing to discuss under Manager's Report at this time.

CONFIRMATION OF INVOICES

Water/Sewer Invoices For October 1986 - Approved As Presented

Mr. Scofield asked Mr. Moyer to explain the invoice, in the amount of \$5,506.04, presented for repair of the D-14 water line. Mr. Ward told Mr. Scofield there had been a line break on Pelican Beach Drive and this invoice covered the emergency repairs of the break. Mr. Scofield asked how old the line was. Mr. Parmelee replied that the line was approximately three years old and explained the break was caused by temporary drainage being installed in the area at the site of a future street. He stated that over the summer due to the wet conditions, a part

of the line became exposed and the thrust block moved as a result of the drainage; thus resulting in the break of the pipe. Mr. Scofield asked whether the break in the line was anyone's fault. Mr. Parmelee replied that it would be difficult to blame any one in particular.

At this time, Ms. Moll moved, seconded by Mr. Hake and carried unanimously, that the Water/Sewer Invoices for October, 1986, be approved as presented.

Water Management Invoices For October 1986 - Approved As Presented

At this time, Ms. Moll moved, seconded by Mr. Hake and carried unanimously, that the Water Management Invoices for October, 1986, be approved as presented.

SUPERVISOR'S REQUESTS AND AUDIENCE PARTICIPATION

Mr. Hake stated that he felt there were several problems in the administration of the water and sewer system and he brought up these concerns for resolution by District management. He felt staff should institute some type of inspection program and sign off with every Contractor that hooked into District facilities.

He stated that one of the builders in town, Carlson Harris, built a house next door to him and rather than go down with the well points and hook in through the proper connection, had hooked into his sewer line. He stated that after a time, the weight of this line broke his line in half.

He went on to state that a close friend of his found out he had been drinking irrigation water for three weeks, as his irrigation line was hooked into the potable water system.

He also stated that if there was a break in a line on a weekend

at night, residents did not know who to call. He stated that there was no one on duty at night, no phone number to call or anything else. He felt these things should be cleaned up and taken care of.

In response to Mr. Hake's concerns, Mr. Ward replied that there is a phone number for the water plant which is in the telephone book and the District has an answering service available 24 hours a day, seven days a week, to receive calls when no one is at the plant. The answering service in turn will contact the appropriate plant personnel if they are not on duty. Mr. Ward explained that current policy as far as meter connections is that the meter vaults are color coded; blue for potable water and orange for irrigation water and all of the builders and plumbers who perform work in Pelican Bay are aware of this color coding. He stated that the District also has a policy that all of the meters are locked off at the time of installation and plumbers must call plant personnel in order to have the meters unlocked. At the time of this call, plant personnel meet with the plumbers to tell them which services to hook into and how to hook into them. Mr. Ward advised Mr. Hake that the home he referred to regarding the cross connection, in staff's opinion, the plumber made a mistake and it was not the District's fault. He did say that he would institute a policy of having District personnel return to a property after the house services are connected to make sure the connections are made properly.

Mr. Hake also commented on the Coopers & Lybrand Rate Study. He recalled that two meetings ago he brought up the question of whether the County was properly notified thirty days in advance of the rate increase.

He said that at that meeting, Mr. Bolesky stated he would study the Statutes to determine the answer. Mr. Hake suggested that Mr. Bolesky had either forgotten or ignored his request as he had not received an answer to date. He also questioned whether the Coopers & Lybrand Rate Study was proper and truly effective in light of the fact that District staff did not meet the Statutes. He stated that he thought this went along with the Coopers & Lybrand people setting up a meeting to discuss with the members of the Board just how they arrived at the rates.

Mr. Scofield asked Mr. Hake whether he was requesting that Coopers & Lybrand come back and meet with the Board to discuss the Rate Study. Mr. Hake replied in the affirmative. Mr. Moyer asked the Board whether they wished Coopers & Lybrand in attendance at the next meeting or at a special meeting. Mr. Hake said he thought they should meet at a convenient time for the Board members and not at a public meeting. Mr. Moyer replied that the meeting would have to be a Public meeting or a Public Workshop. Mr. Hake stated that he did not care one way or the other; whether it was at the next meeting or a workshop meeting.

Mr. Hake also suggested that District staff set up a tour of the District's Wellfield, as no one seemed to know where the wellfield is. Both Ms. Moll and Mr. Scofield said they had previously been to the wellfield.

Mr. Hake also suggested that the Board hold a workshop meeting prior to the Board meetings. Mr. Scofield said he was in favor of a workshop meeting if it was needed but he did not think it was necessary to hold a workshop once a month. Mr. Moyer advised that workshops would need

to be publicly advertised prior to the workshop; thus the Board would almost have to set up a routine workshop that would be publicly advertised. Mr. Scofield suggested that if the Board desired to hold a workshop, that it be set up at the regular meeting so the seven day advertising deadline could be met.

Mr. Hake also asked District staff if the Agenda packages could be distributed to the Board ten days prior to the regular meeting date. Mr. Moyer replied he would be happy to get the Agenda packages to the Board on any day they so desired, as long as the Board was willing to break off the Agenda at that particular time. Also, he advised them that they must be aware that this would greatly inconvenience the residents and Developers in Pelican Bay and it might very well postpone consideration of important items for at least six weeks if the developer/landowner needed the Board's approval on a particular item that didn't make the Agenda. He stated that staff has tried to close the Agenda as late as possible in order to accommodate as many requests as it could.

Ms. Moll asked staff whether it would be possible to deliver additional back up items after the Agenda was distributed, if the backup items were not ready by Agenda day. Mr. Scofield suggested that if the Board held to ten days before the meeting it would cripple the operation of the District.

Mr. Koste also stated that it would be very difficult to close the Agenda ten days prior to the meeting. He suggested that during the normal course of business certain daily occurrences arise which need immediate response and also things in Pelican Bay are constantly changing

and immediate action is required. He suggested that the Pelican Bay Board of Supervisors, whether they like it or not, are part of the political process and it causes incredible demands from time to time. He stated that there will be stages when no one needs to be inconvenienced with the ten day rule; however, to be very rigid would impose a hardship on the constituents. Mr. Hake stated that he didn't mean it would be a rigid rule, that every rule that is made has an exception, that nobody is going to hold Mrs. Murphy up as Mrs. Murphy is suffering from lack of breath and she can't get it for ten days. He suggested that the Board look at a ten day rule and if an exception came up so be it. Ms. Moll asked whether it was legal to add to the Agenda after it had once been set. Mr. Moyer suggested that staff could add an item to the Agenda in which the Board could approve the Agenda at the meeting and then if there were any additions, a petitioner could request an item to be added to the Agenda and the Board could approve it at that time.

At this time, Mr. Scofield suggested that staff get the Agenda to the Board ten days prior to the meeting, with a special exception for additional items.

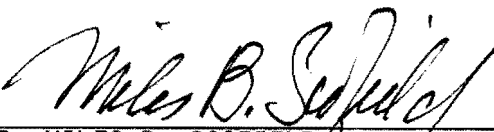
Mr. Scofield requested that the item, "Citizen's Comments", on the Agenda be changed. He stated he thought it was very foolish to ask citizens to get up at the beginning of a meeting to talk about an item the Board would discuss thirty minutes later. He felt that citizens ought to be able to comment on agenda items as they were discussed. He asked staff if they would draw up new rules for Citizen's comments. Mr. Hake and Mr. Holtan concurred. Ms. Moll suggested that she would be willing to look at

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a new proposal. Mr. Moyer said he would be happy to draw up a new proposal and asked the Board whether they desired to limit discussion to the Agenda items, with the current five minute time limit. Mr. Scofield replied he would like the new proposal identical to the current rules, however, he desired that the agenda item, Citizen's Comments, occur following each particular Agenda item.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned. Time: 5:25 P.M.



MR. MILES B. SCOFIELD
PRESIDENT
PELICAN BAY IMPROVEMENT DISTRICT

SUPERVISOR'S OATH OF OFFICE

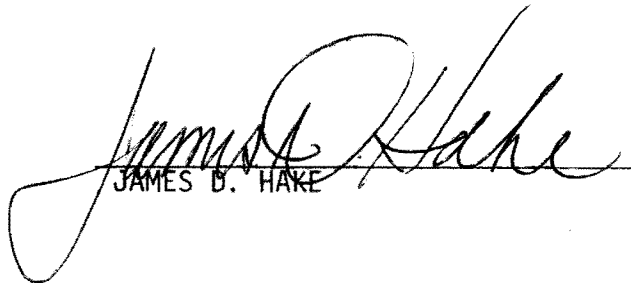
I, Ramer B. Holtan, will honestly, faithfully and impartially perform the duties devolving upon me in office, as Supervisor of the Pelican Bay Improvement District, to which I was elected, and I will not neglect any of the duties imposed upon me by this Oath.



RAMER B. HOLTAN

SUPERVISOR'S OATH OF OFFICE

I, James D. Hake, will honestly, faithfully and impartially perform the duties devolving upon me in office, as Supervisor of the Pelican Bay Improvement District, to which I was elected, and I will not neglect any of the duties imposed upon me by this Oath.


JAMES D. HAKE

PELICAN BAY IMPROVEMENT DISTRICT
WATER/SEWER INVOICES
OCTOBER 1986

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
U.S. Postmaster	Postage Stamps	22.00
Silver Streak	October Courier Service	9.00
University of Florida	Water & Wastewater Support Systems	100.00
	Training Course - Eugene Proper	
Florida Power & Light Co.	W/S Portion October Electric	9,291.71
Naples Daily News	Legal Advertising - Notice of Proposed Agency Action	28.00
Naples Daily News	Legal Advertising - Advertisement For Bids - Truck Purchase	132.00
Mitchell & Stark Construction Co.	Repair D-14 Waterline	5,506.04
Missimer & Associates	September Wellfield Monitoring	330.00
IBM	Typewriter Ribbons	51.00
Coast Pump & Supply	Irrigation Supplies	22.85
B & H Sales	Meters & Meter Supplies	2,667.05
Tracy H. Bolesky	Legal Services 9/2/86 Thru 9/25/86	1,980.00
Robbins Answering Service	W/S Portion Oct. Answering Service	34.22
United Telephone	W/S Portion October Telephone	352.67
J.N. Environmental Services, Inc.	October Groundwater Monitoring Program	502.50
J.N. Environmental Services, Inc.	September W/W Analyses	94.88
Coral Springs Improvement District	W/S Portion October Health & Dental Insurance & Sept. Office Services	682.22
PB&S Chemical Co.	R.O. Plant Chemicals	1,411.10
U.S. Postmaster	Postage Stamps - Utility Bills	154.00

PELICAN BAY IMPROVEMENT DISTRICT
 WATER MANAGEMENT INVOICES
 OCTOBER 1986

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
U.S. Postmaster	Postage Stamps	22.00
Spectrum Laboratories	August & September Lake Samples	264.00
Florida Power & Light Co.	Crayton Road Sprinkler Clock - October	9.15
Naples Daily News	Notice of Public Meetings	42.50
Naples Federal Savings & Loan Association	Meeting Room Rental - 9/24/86 Meeting	50.00
Richardson & Associates	October R-O-W Maintenance	14,653.86
PBID Water/Sewer Account	R-O-W Maintenance 8/15/86 to 9/15/86	302.14
Robbins Telephone Answering Service	W/M Portion Oct. Answering Service - R.O. Plant	34.22
Asgrow Florida Co.	Lake Maintenance Chemicals	75.20
United Telephone	W/M Portion October Telephone	254.49
Coral Springs Improvement District	W/M Portion September & October Health & Dental Insurance & September Office Services	682.21
Clerk of Court	Recordation Fees - Registry Hotel Revised Easement	26.50