

Naples, Florida

October 21, 1986

LET IT BE KNOWN, that the Pelican Bay Improvement District met on this date in Regular Session at 4:30 P.M., in the Naples Federal Savings & Loan Building, Fifth Floor, 5801 Pelican Bay Boulevard, Naples, Florida, with the following members present:

PRESIDENT:	Salvatore C. Scuderi
SECRETARY:	William N. Butler
TREASURER:	Sylvia A. Moll (Absent)
	Sue E. MacAlister
	Miles Scofield

ALSO PRESENT: Mr. Gary L. Moyer, District Manager; Mr. James P. Ward, Assistant District Manager; Messrs. Lou Hoegsted, Tony Pires, and Jack McKenna of Westinghouse Communities of Naples, Inc.; Mr. Vince Riccobono of Post, Buckley, Schuh & Jernigan, Inc.; Mr. Tracy Bolesky, Attorney for the District; Messrs. John Petty and Robert Parmelee of the Pelican Bay Improvement District; Mr. Tom Roberts, Manager of the Sun Bank Building; Messrs. James Hake, Ramer Holtan, PBID Residents; and Jean Smith, Administrative Assistant.

AGENDA

1. Roll Call.
2. Approval of Minutes of the Meeting held September 24, 1986 and reconvened of October 2, 1986.
3. Citizen's Comments.

4. Consideration of Vacation of Easement for a Portion of Parcel D, Unit One, (Glencove).
5. Authorization To Bid the Fiscal Year 1987 Right-Of-Way Program.
6. Consideration of Office Lease.
7. Discussion on Engineer's Letter of Resignation.
8. Award of Truck Bids.
9. Consideration of Revisions to the Agreement between the Pelican Bay Improvement District and Collier County.
10. Engineer's Report.
 - A. Certificates of Payment.
11. Manager's Report.
12. Confirmation of Invoices.
13. Supervisor's Requests and Audience Participation.
14. Adjournment.

ROLL CALL

President Scuderi called the meeting to order at 4:30 P.M. and asked the record show Ms. Moll absent with all other members present.

MINUTES OF SEPTEMBER 24, 1986 AND OCTOBER 2, 1986 - APPROVED

Mr. Butler moved, seconded by Ms. MacAlister and approved unanimously, the Minutes of September 24, 1986 and October 2, 1986.

CITIZEN'S COMMENTS

No member of the Public registered with the Recording Secretary desired to address the Board.

CONSIDERATION OF VACATION OF EASEMENT FOR A PORTION OF PARCEL D, UNIT ONE THE GLEN

Mr. Moyer explained that consideration of this vacation request was discussed at the October 2, 1986 meeting, at which time the Board gave conceptual approval of the vacation of easement, subject to review by the District Engineer's, Post, Buckley, Schuh & Jernigan, Inc. and Westinghouse Communities of Naples, Inc. granting an additional access easement.

Mr. Moyer explained that a letter from PBS&J had been included in

the Agenda packages which stated they had no objection to the vacation as long as an alternate access easement to the berm was granted by WCN. Two letters from Mr. Koste of WCN were also included in the Agenda packages. WCN agreed to provide the District with an access easement to the District water management berm of comparable capacity, utility and quality as that currently being vacated and they agreed to grant the replacement access easement within one hundred twenty days of the date of vacation of the existing easement or forty-five days after receipt of written request from the District.

Via a location map, Mr. Ward pointed out the existing access easement and he stated that it was a road that provided access to the berm and vacation of the easement would pose no problem to the District in the operation and maintenance of the berm; that District personnel could use another available access point.

In response to a question by Mr. Scofield, Mr. Ward stated that the new access easement would most likely come off of Glenview Place right-of-way and follow the parcel line to the berm on the south side of the parcel, however, he said the exact location will depend on the site plan for the parcel.

Following this discussion, Mr. Scofield moved, seconded by Mr. Butler and approved unanimously the vacation of the existing easement for a Portion of Parcel D, Unit One, (Glencove).

AUTHORIZATION TO BID THE FISCAL YEAR 1987 RIGHT-OF-WAY PROGRAM

Mr. Moyer recalled for the Board that the District annually takes bids for the the maintenance of the rights-of-ways, median strips,

boulevards and cul-de-sacs in Pelican Bay.

Mr. Moyer also recalled for the Board that they previously had held lengthy discussions on whether the District should have its own right-of-way maintenance program and at that time, a summary of costs for a District maintenance program had been prepared. Thus, District staff had a "yard stick" available with which to measure the competitiveness of the bids to be received.

Mr. Moyer explained that since the Right-Of-Way Maintenance Contract expires on December 31, 1986, it is necessary to begin preparation of the documents and to seek bids for this work.

Mr. Moyer recommended that District staff be authorized to proceed with the solicitation of bids and if the bids came in excessively high, the Board could revisit the issue of the District assuming its own maintenance program.

Mr. Scofield asked Mr. Moyer his opinion of a one year Contract versus a two year Contract. Mr. Moyer said he liked the idea of having a one year Contract with a renewal option because if the District had a good contractor, they would have the option to continue with their services rather than go through the competitive bidding process again and possibly end up with a Contractor who was less desirable. He also felt it helped the Contractor because he had some assurance that his Contract would in all likelihood be renewed by the District if he performed well.

At this time, Mr. Scofield moved, seconded by Mr. Butler and approved unanimously, that District staff be authorized to bid the Fiscal Year 1987 Right-Of-Way Maintenance Program.

CONSIDERATION OF OFFICE LEASE

Mr. Moyer explained that this item had been discussed in great length at the last two meetings and since the last meeting, District staff had continued negotiations with both the Sun Bank Building and Naples Federal Savings & Loan. He explained that, to date, both parties had offered the same terms and conditions, i.e., \$13.00 per square foot, per annum; an annual escalation based on the CPIU, and a lease term of three years, with an option to renew for an additional two year period. Also, both potential lessors had agreed to provide all interior improvements, including walls, electric, air conditioning, doors, glass, carpeting, drapes and finished walls to the District's specifications at no additional cost.

Mr. Moyer explained that because both proposals were similar, District staff recommended that since there was an advantage to the District being located in close proximity to WCN because of the daily interaction with WCN personnel and since WCN provided office support facilities for the District for which the District is not charged that negotiations be concluded and the Lease with the Sun Bank be approved.

Mr. Scofield suggested that District staff continue with plans for a new office facility so when construction was completed at the Utility Site and the three year lease expired, the District would be in the position to construct its own facility. He suggested that this would be more economical than continuing to lease office space.

At this time, Mr. Scofield moved, seconded by Mr. Butler, with Mr. Scuderi abstaining and Ms. MacAlister not voting due to conflict of

interest, and approved the Lease with Sun Bank Building and that the President and Secretary be authorized to sign the Lease.

DISCUSSION ON ENGINEER'S LETTER OF RESIGNATION

Mr. Moyer explained that this agenda item was originally presented to the Board at the meeting held on September 24, 1986 and regarded a letter of resignation by Post, Buckley, Schuh & Jernigan, Inc., the District's Engineers. Mr. Moyer stated that their resignation was brought about by the District's and PBS&J's collective inability to negotiate an acceptable Contract, i.e., the retainer paid to PBS&J. Mr. Moyer presented a brief history of the retainer contract. He stated that approximately four years ago, the District entered into a contract with PBS&J, the idea being that the District was spending too much time with PBS&J personnel reviewing invoices and at that time, Mr. Fred Biery, PBS&J's Project Manager for Pelican Bay, decided it would best serve everyones interests if a flat rate was agreed upon. At that time, PBS&J reserved the right to come before the Board to justify changes and adjustments to this fee. Mr Moyer advised the Board that what PBS&J proposed in their new contract meant the District would pay more money for fewer services. He told the Board that during the negotiations he had suggested that he would be willing to return to the old system of time and material charges and District staff would again review the invoices with the understanding that they would not be approved if they were unacceptable to District staff. He told the Board that PBS&J disagreed with this and thus, submitted their resignation. At the last meeting the Board decided to table discussion on this item until the next meeting.

Mr. Bolesky advised the Board that according to the Contract, as written, PBS&J had the right to resign and their resignation was automatically effective upon sixty days written notice.

Mr. Scofield asked Mr. Riccobono why PBS&J was unhappy about returning to the old method of payment. Mr. Riccobono summarized PBS&J's position on this matter. He stated that PBS&J had originally prepared a proposal for services for the upcoming fiscal year, gave it to District staff for their review and could not come to an agreement on the Proposal, as written, and thus had asked that the proposal be placed on the Agenda for the Board's consideration. He stated that this request was ignored and the proposal was not placed on the Agenda by District staff and this prompted PBS&J's letter of resignation. Mr. Riccobono stated that Mr. Moyer's comments that PBS&J did not desire to return to the previous method of payment were not exactly true; that this is what PBS&J had hoped for. He explained that it is very difficult to project ahead of time, what PBS&J's expenses will be on a general consulting contract. He stated that PBS&J would be perfectly agreeable to a time charge billing system. He advised that what PBS&J objected to was that PBS&J would be paid a certain amount of money to attend meetings, prepare the Certificates and provide so many hours of consultation each month and then beyond that would be paid strictly on a time charge basis; that the cost for these services exceeded \$10,000.

Mr. Riccobono told Mr. Scofield that over the past few years PBS&J had been losing money on general consultation services to the District.

Mr. Moyer suggested that two years ago he felt very strongly about seeking competitive bids for engineering services for design of the treatment plant; that it was his concern at that time to get the best possible deal for the District. However, he explained that while these discussions were ongoing Mr. Fred Biery again agreed to represent PBS&J to the District and he felt that a good contract was negotiated for the fees for the design of the plant. However, it was still Mr. Moyer's opinion that the District should seek competitive bids for general engineering services and he explained that this was an opportune time, as PBS&J will still perform engineering services for the ongoing contracts and there was no major general engineering work pending.

Mr. Hake asked whether the District would pay more for a new engineering firm to enter the picture, if not on an hourly basis, on a time consuming basis, as a new firm would have less knowledge of what was taking place and he suggested that even though the District would pay a higher fee to PBS&J it still might be the cheaper way to go. Mr. Moyer replied that the types of services that an engineering firm would perform on a general consultation basis were basically permit reviews for other landowners to insure that their plans and specifications conformed to the water management requirements of the S.F.W.M.D. and these type of services any qualified engineering firm could "get up to speed on" quickly. He advised that the intricacies of the water and sewer system were different, however, and PBS&J would remain as the project engineer on these ongoing contracts for at least 18 months and this would give the newly selected firm ample time to obtain a working knowledge of the District's system. He also said

he felt very strongly about paying engineering firms for learning curve type items; that this should be a client development charge that was absorbed by the selected firm as part of obtaining the District as a client. Mr. Moyer explained for Mr. Scofield that in seeking competitive bids for the District Engineers it was not "project specific" and the District would simply request fees for engineering personnel rather than a specific project.

In response to a question by Mr. Hake, Mr. Moyer responded that PBS&J was seeking \$26,000 a year for the new Retainer Contract and would be providing less service than they had under their previous Contract, which was in the amount of \$24,200 per year.

Mr. Scofield asked whether the District had more engineering work now than it did a year ago. Mr. Moyer replied that even though there has been more activity and plan reviews, the reviews are a pass thru fee for the District and paid for by the Developers. However, as far as general consultation type items, it was his opinion that the District had no more general engineering work now than it did a year ago.

Mr. Moyer told the Board that he did not think District staff had over asked or abused the retainer since the program started. In his opinion if PBS&J was losing money for these services it was due to the type of personnel that PBS&J used and their efficiency. He stated that if PBS&J was losing or making money it was a PBS&J management function and not a problem with the Pelican Bay Improvement District.

Mr. Bolesky commented that to date the District had no contract with PBS&J and under the Competitive Negotiations Act, the Boards only

choice was to put general engineering services out for bid; that once PBS&J submitted their resignation, the District no longer had an Engineer.

Following this discussion Mr. Scofield moved, seconded by Mr. Butler and approved unanimously that District staff be authorized to competitively bid general engineering services for the District.

AWARD OF TRUCK BIDS

Mr. Moyer told the Board that bids were received on October 21, 1986 for the purchase of two four-wheel drive vehicles. A Bid Tabulation was included in the Agenda packages. He explained that six bids were received with the low bidder being Deel Ford, in the amount of \$10,802.00, for the Ford Ranger Truck and Don Reid Ford, Inc., in the amount of \$12,445.00, for the full size pickup truck. However, Mr. Moyer suggested that since the second low bid for the Ford Ranger Truck was \$10.00 more than the low bid and the second low bid for the Full size Pickup Truck was \$17.00 more than the low bid, and since the second low bidder for both vehicles was Tamiami Ford of Naples, he suggested that the Board might want to consider awarding both bids to Tamiami Ford as they were a local firm and would be nearby for service and maintenance. Mr. Bolesky advised the Board that they had the option to award the bid to Tamiami Ford if they so desired.

At this time, Mr. Scofield moved, seconded by Ms. MacAlister and approved unanimously that Tamiami Ford of Naples be awarded the bid for the Ford Ranger, in the amount of \$10,812.00, and the bid for the full size pickup truck, in the amount of \$12,462.00.

CONSIDERATION OF REVISIONS TO THE AGREEMENT BETWEEN THE PELICAN BAY
IMPROVEMENT DISTRICT AND COLLIER COUNTY

Mr. Moyer recalled for the Board that at the last meeting, the Board approved the Addendum to the City/District Agreement and the Agreement between the District and the County. He distributed copies of the final version of the Agreement between the District and the County. He stated that during the past week he had met with the County Manager, the Utilities Director and the County Attorney, who had requested two changes to the proposed Agreement. The first change requested was in Article 4 of the Agreement. It provided that within forty five days after commencement of service by the County, the District would remit \$487,500 which represented payment of the demand charge for the first 2,500 units connected or to be connected to the District's system. This amount would be paid regardless of whether there were actually 2,500 units connected to the system. The County would then give the District a credit representing one-half of the construction of the City's line from Parkshore to Harbour Drive. The amount of the credit would be deducted from the demand charges the District would pay to the County for the units to be connected after the first 2,500 units. The second change was in Article 3.2 of the Agreement. The County requested that language be inserted in the Agreement which showed that all parties believed the intent of the Agreement between the District and the City would not allow for the imposition of System Development Charges by the City until the fifth year of the Agreement. The County also planned on inserting language in an Addendum to the 1977 City/County Agreement that would prohibit the City from charging the District any additional fees or charges.

He also stated that during the next few weeks the City would most likely approve the Addendum to the City/District Agreement and also an Addendum to the City/County Agreement of 1977 which basically dealt with three points. The first point was that the line on U.S. 41 will be turned over to the County upon commencement of service to Pelican Bay by the City. The second matter was that the meter to be used to connect the City and Pelican Bay will be turned over to the County and the last item of concern was whether the City could charge System Development Fees between the two year period and the five year period. He advised that all of these items had been agreed to by the City and the County and thus he was confident that the Agreements would be approved in the next few weeks.

At this time, Mr. Scuderi asked Mr. Bolesky whether he had a chance to review the revised Agreement. Mr. Bolesky apologized to the Board and said he had not had a chance to review the document.

Mr. Moyer advised that the changes that had been made to the Agreement were mainly those of position rather than substance and in his opinion the Agreement was a good one.

At this time, Mr. Scofield moved, seconded by Ms. MacAlister, with Mr. Scuderi voting nay, and approved, the revised Agreement between the Pelican Bay Improvement District and Collier County for the purchase of bulk treated potable water, subject to the District's Legal Counsel's approval.

ENGINEER'S REPORT

At this time, Mr. Riccobono presented the following Change Orders for approval by the Board:

Pelican Bay Improvement District
October 21, 1986

Change Order No. 1, Cabana Construction Co., Inc., Contract D-22 (The Glen) Construction Services, to decrease the Contract amount by \$4,280.00 - Approved As Presented

Mr. Riccobono explained that this Change Order was a final balancing Change Order for final quantity adjustments based on actual field measurements by the Owner and the Contractor.

Following Mr. Riccobono's presentation, Mr. Scofield moved, seconded by Mr. Butler and approved unanimously, that Change Order No. 1, to decrease the Contract with Cabana Construction Co., Inc., by the amount of \$4,280.00, for Contract D-22 Construction Services, be approved as presented.

Change Order No. 1, Cabana Construction Co., Inc., Contract D-23 (George town) Construction Services, to increase the Contract amount by \$3,085.00 - Approved As Presented

Mr. Riccobono explained that this Change Order was necessary for extra services which had been requested by Naples Financial Services.

Following Mr. Riccobono's presentation, Mr. Scofield moved, seconded by Mr. Butler, with Ms. MacAlister abstaining due to conflict of interest, and approved, that Change Order No. 1, to increase the Contract with Cabana Construction Co., Inc., by the amount of \$3,085.00, for Contract D-23 Construction Services, be approved as presented.

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

Pelican Bay Improvement District
October 21, 1986

<u>CERTIFICATE NO.</u>		<u>CONTRACTOR</u>	<u>AMOUNT</u>
The Glen - D-22 Construction	No. 2	Cabana Construction Co., Inc.	\$27,611.50
Georgetown - D-23 Construction	No. 2	Cabana Construction Co., Inc.	62,460.75
Contract D-17 - Unit 6 - Construction	No. 17	Post, Buckley, Schuh & Jernigan	3,996.37
Contract D-17 - Unit 6 - Construction	No. 17	Denco Construction, Inc.	14,205.84
The Glen - D-22 Construction Services	No. 2	Post, Buckley, Schuh & Jernigan	1,762.06
Georgetown - D-23 Construction Services	No. 2	Post, Buckley, Schuh & Jernigan	1,374.11
1985 Bond Issue Eng. Design WWTP	No. 89	Post, Buckley, Schuh & Jernigan	1,150.00
1985 Bond Issue Redesign WWTP	No. 90	Post, Buckley, Schuh & Jernigan	8,777.21
TOTAL AMOUNT ALL INVOICES			\$ 121,337.84

Following Mr. Riccobono's presentation, Mr. Scofield moved, seconded by Mr. Butler, 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 September 1986 - Approved As Presented

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

Water Management Invoices For September 1986 - Approved As Presented

At this time, Ms. MacAlister moved, seconded by Mr. Butler and

carried unanimously, that the Water Management Invoices for September, 1986, be approved as presented.

SUPERVISOR'S REQUESTS AND AUDIENCE PARTICIPATION

Mr. Scofield apologized for not being at the meeting at which the Coopers & Lybrand Rate Study was discussed, however, he indicated that he had reviewed the Report. He stated that he agreed with the comments in the Rate Study and thought the Rate Study was excellent, however, he felt that the proposed connection fees should be compared to those of the surrounding area, i.e., Collier County rates and the City of Naples rates. It was Mr. Scofield's opinion that WCN had traded off a "good deal" on the stand-by fees for a high connection fee. He stated that the first time the standby fee was proposed to the Board it was considerably higher than the end result. He said he was aware that if the District's revenues were under projection that WCN would have to make up the difference, however, in his opinion the residents of Pelican Bay were being charged excessively high connection fees.

Mr. Moyer, in response to Mr. Scofield's comments, distributed a schedule of the fees and charges of the City of Naples, Collier County and the District. This summary showed that the City of Naples connection fee averaged \$1,087, Collier County's connection fee averaged \$2,070 and the District's fees were \$2,980 or \$2,250, depending on the Group Type. He commented that the average water bill for City of Naples was \$51.12 per month, \$48.90 per month for the District's average monthly bill and \$47.66 per month for the County's average monthly bill; thus from a rate standpoint he felt the rates were comparable. He stated that Coopers &

Pelican Bay Improvement District
October 21, 1986

Lybrand, as part of their study, tried to allocate certain parts of the District's rates to builders, developers and users (residents).

Mr. Moyer asked Mr. Scofield to keep in mind that the District's connection fee is paid by builders, as a condition precedent to them obtaining a building permit from Collier County and that this fee generally ends up in the purchase price of the unit. He stated that generally the purchase price is driven by market conditions. Thus, he could not help believe that if a developer went to purchase a parcel of land from WCN and the purchase price to the developer was too high, an appropriate price that took into consideration the District's connection fees would result thru the negotiation process.

Mr. Moyer also asked Mr. Scofield to keep in mind the fact that if WCN does not sell the number of units as outlined in the Rate Study, they must come up with additional revenue to the District, thus there is motivation for WCN to deal in good faith on the pricing of their property and if they don't do this, they will make payments to the District.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned. Time: 5:15 P.M.



MR.
PRESIDENT
PELICAN BAY IMPROVEMENT DISTRICT

FORM 4 MEMORANDUM OF VOTING CONFLICT

LAST NAME—FIRST NAME—MIDDLE NAME MacAlister, Sue E.	THE BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
MAILING ADDRESS 500 Bay Villas Lane	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY <input type="checkbox"/> STATE
CITY Naples	COUNTY Collier
DATE ON WHICH VOTE OCCURRED October 21, 1986	NAME OF POLITICAL SUBDIVISION OR STATE AGENCY Pelican Bay Improvement District
NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE	Pelican Bay Improvement District

WHO MUST FILE FORM 4

This form is for use by any person serving on either an appointed or elected board, council, commission, authority, or committee, whether state or local, and it applies equally to members of advisory and non-advisory bodies who are faced with a voting conflict of interest.

As the voting conflict requirements for public officers at the local level differ from the requirements for state officers, this form is divided into two parts: PART A is for use by persons serving on local boards (municipal, county, special tax districts, etc.), while PART B is prescribed for all other boards, i.e., those at the state level.

PART C of the form contains instructions as to when and where this form must be filed.

PART A VOTING CONFLICT DISCLOSURE FOR LOCAL PUBLIC OFFICERS

[Required by Section 112.3143(3), Florida Statutes (Supp. 1984).]

The Code of Ethics for Public Officers and Employees PROHIBITS each *municipal, county, and other local public officer* FROM VOTING in an official capacity upon any measure which inures to his special private gain. Each local officer also is prohibited from knowingly voting in his official capacity upon any measure which inures to the special gain of any principal (other than a government agency as defined in Section 112.312(2), Florida Statutes) by whom he is retained.

In any such case a local public officer must disclose the conflict:

- (a) PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of his interest in the matter on which he is abstaining from voting; *and*
- (b) WITHIN 15 DAYS AFTER THE VOTE OCCURS by describing the nature of his interest as a public record in this part below.

NOTE: Commissioners of a Community Redevelopment Agency created or designated pursuant to Section 163.356 or Section 163.357, Florida Statutes (Supp. 1984), or officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting. In such cases, however, the oral and written disclosure of this part must be made.

I, the undersigned local public officer, hereby disclose that on October 21, 19 86 :

(a) I abstained from voting on a matter which (check one):

inured to my special private gain; or

inured to the special gain of Naples Financial Services, by whom I am retained.

(b) The measure on which I abstained and the nature of my interest in the measure is as follows:

Consideration of Office Lease

October 31, 1986

Date Filed

She E. MacArthur
Signature

Please see PART C for instructions on when and where to file this form.

PART B
VOTING CONFLICT DISCLOSURE FOR STATE OFFICERS
[Required by Section 112.3143(2), Florida Statutes (Supp. 1984).]

Each state public officer is permitted to vote in his official capacity on any matter. However, any state officer who votes in his official capacity upon any measure which inures to his special private gain or the special gain of any principal by whom he is retained is required to disclose the nature of his interest as a public record in Part B below within 15 days after the vote occurs.

I, the undersigned officer of a state agency, hereby disclose that on _____, 19 ____ :

(a) I voted on a matter which (check one):

_____ inured to my special private gain; or

_____ inured to the special gain of _____, by whom I am retained.

(b) The measure on which I voted and the nature of my interest in the measure is as follows:

Date Filed

Signature

Please see PART C below for instructions on when and where to file this form.

PART C
FILING INSTRUCTIONS

This memorandum must be filed within fifteen (15) days following the meeting during which the voting conflict occurred with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the meeting minutes. This form need not be filed merely to indicate the absence of a voting conflict.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.

FORM 4 MEMORANDUM OF VOTING CONFLICT

LAST NAME—FIRST NAME—MIDDLE NAME MacAlister, Sue E	THE BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
MAILING ADDRESS 00 Bay Villas Lane	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY <input type="checkbox"/> STATE
CITY Naples	COUNTY Collier
DATE ON WHICH VOTE OCCURRED October 21, 1986	NAME OF POLITICAL SUBDIVISION OR STATE AGENCY Pelican Bay Improvement District
NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE	(Empty)

WHO MUST FILE FORM 4

This form is for use by any person serving on either an appointed or elected board, council, commission, authority, or committee, whether state or local, and it applies equally to members of advisory and non-advisory bodies who are faced with a voting conflict of interest.

As the voting conflict requirements for public officers at the local level differ from the requirements for state officers, this form is divided into two parts: PART A is for use by persons serving on local boards (municipal, county, special tax districts, etc.), while PART B is prescribed for all other boards, i.e., those at the state level.

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PART A VOTING CONFLICT DISCLOSURE FOR LOCAL PUBLIC OFFICERS

[Required by Section 112.3143(3), Florida Statutes (Supp. 1984).]

The Code of Ethics for Public Officers and Employees PROHIBITS each *municipal, county, and other local public officer* FROM VOTING in an official capacity upon any measure which inures to his special private gain. Each local officer also is prohibited from knowingly voting in his official capacity upon any measure which inures to the special gain of any principal (other than a government agency as defined in Section 112.312(2), Florida Statutes) by whom he is retained.

In any such case a local public officer must disclose the conflict:

- (a) PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of his interest in the matter on which he is abstaining from voting; *and*
- (b) WITHIN 15 DAYS AFTER THE VOTE OCCURS by describing the nature of his interest as a public record in this part below.

NOTE: Commissioners of a Community Redevelopment Agency created or designated pursuant to Section 163.356 or Section 163.357, Florida Statutes (Supp. 1984), or officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting. In such cases, however, the oral and written disclosure of this part must be made.

I, the undersigned local public officer, hereby disclose that on October 21, 19 86 :

(a) I abstained from voting on a matter which (check one):

inured to my special private gain; or

inured to the special gain of Naples Financial Services/Georgetown, by whom I am retained.

PELICAN BAY IMPROVEMENT DISTRICT
WATER/SEWER INVOICES
SEPTEMBER 1986

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Robert M. Parmelee	Reimbursement For Office Supplies	17.54
Lewis Langford	Swale Maintenance	76.00
Missimer & Associates	August Wellfield Monitoring	330.00
United Telephone	W/S Portion August Telephone	309.47
Robbins Answering Service	W/S Portion Sept. Answering Service	32.45
Tracy H. Bolesky	Legal Services 07/23/86 Thru 08/27/86	1,822.75
Harn R.O. Systems	3 Drums Flocon	1,824.15
North Trail Auto Parts	Automotive Supplies	87.78
Federal Express Corp.	W/S Portion August & September Courier Service	46.50
Coral Springs Improvement District	W/S Portion Office Services, Water Quality Testing & Billing Supplies	606.69
Sunshine Ace Hardware	R.O. Plant Supplies	182.48
PB&S Chemical Co.	R.O. Plant Chemicals	1,487.70
Sears, Roebuck & Co.	W/S Portion Employee Uniforms	217.73
Better Roads	Rip Rap For Waterline Break - Pelican Bay Boulevard	154.00
J.C. Drainfield	Pump D-14 Lift Station	175.00
B-B Builders	R.O. Plant Supplies	138.30
B & H Sales	Meters	747.40
Bob Dean Supply, Inc.	Repair #2 R.O. Pump	170.80
Bob's Handyman Service	Repair Brick - Bay Villas (Due To Waterline Break)	106.00
File One	W/S Portion August Office Supplies	102.13
Bay Electric of Collier	Electrical Work - Wastewater Treatment Plant	1,357.28
B & H Sales	Meter Couplings	79.65
U.S. Postmaster	Postage Stamps	22.00
Coral Springs Improvement District	Utility Billing Servies 10/1/85 Thru 9/30/86	4,567.20
J.N. Environmental	Nitrate Analyses	22.50
Bay Electric of Collier	Maintenance Beach Lift Station Panel & Controls	315.44
Lewis Langford	Burn Trees At Utility Site	650.00
Gulf Oil Corporation	Fuel W/S Inspection	23.33
Eugene Proper	Reimbursement For Class "C" Water Course	72.00
Pine Ridge Rental	Rent Equipment - R.O. Plant	62.00
S.A.S., Inc.	Roto Floats, Heaters, Service Call Beach Lift Station	180.50

PELICAN BAY IMPROVEMENT DISTRICT
WATER/SEWER INVOICES
SEPTEMBER 1986

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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Sloan Pump Co., Inc.	Rent Pump - D-14 Lift Station	1,144.30
Creel Ford Tractor, Inc.	Battery For Backhoe	127.60
Purolator Courier Service	September Courier Service	9.30
Florida Power & Light Co.	W/S Portion September Electric	8,367.03
PB&S Chemical Co.	R.O. Plant Chemicals	1,035.80
Florida Filters, Inc.	R.O. Plant Supplies	11.73

PELICAN BAY IMPROVEMENT DISTRICT
WATER MANAGEMENT INVOICES
SEPTEMBER 1986

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Florida Power & Light Co.	Crayton Road Sprinkler Clock - August	10.01
Helena Chemical Co.	Swale & Lake Maintenance Chemicals	1,687.50
United Telephone	W/M Portion August Telephone	211.29
Robbins Telephone Answering Service	W/M Portion Sept. Answering Service - R.O. Plant	32.45
Tracy H. Bolesky	Legal Services - 8/14/86 Thru 8/28/86	230.00
Federal Express Corp.	W/M Portion August & September Courier Service	46.50
Richardson & Associates	August R-O-W Maintenance	14,696.86
Airport Tire & Service Center	Tires for Mo-Trim	222.06
Coral Springs Improvement District	W/M Portion Office Services, Lake Samples (April, May & June 1986)	1,139.19
PBID Water/Sewer Account	R-O-W Maintenance 07/15/86 To 08/15/86	1,317.70
Sears, Roebuck & Co.	Belts for Lawn Mower, Office Supplies & W/M Portion Employee Uniforms	258.73
Krehling Industries	Concrete for Chemical Shed Building Pad	244.80
Asgrow Florida Co.	Chemicals for Lake & Swale Maintenance	504.00
Naples Federal Savings & Loan Association	Meeting Room Rental - August 20, 1986 Board Meeting	25.00
File One	W/M Portion August Office Supplies	102.12
Weavers Office Supply	W/M Portion August & September Office Supplies	46.30
U.S. Postmaster	Postage Stamps	22.00
W.H. Turner	Consultation Services - August	450.00
Naples Daily News	Notice of Public Meeting - September 24, 1986 Board Meeting	31.00
Florida Power & Light Co.	Crayton Road Sprinkler Clock- Sept.	9.35
Richardson & Associates	September R-O-W Maintenance	14,696.86
Tamiami Ford, Inc.	Repair 1983 Ford Ranger	221.05
Marine Service & Supply	Motor Parts	10.80