

Naples, Florida

September 24, 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             |
|            | Sue E. MacAlister (Absent) |
|            | Miles Scofield (Absent)    |

ALSO PRESENT: Mr. Gary L. Moyer, District Manager; Mr. James P. Ward, Assistant District Manager; Mr. Harmon Turner, Consultant to the Board; Messrs. Byron Koste, Lou Hoegsted, Tony Pires, Charles Turner, Jack McKenna, and Charles Penn of Westinghouse Communities of Naples, Inc.; Mr. Mark Wiltsie, City of Naples, Assistant City Manager; Messrs. Bill Conlon and Vince Riccobono of Post, Buckley, Schuh & Jernigan, Inc.; Mr. Allen Reynolds of Wilson, Miller, Barton, Soll & Peek; Mr. Tracy Bolesky, Attorney for the District; Mr. Paul Cumiskey of Coopers & Lyrand; Messrs. John Petty and Robert Parmelee of the Pelican Bay Improvement District; Messrs. James Hake, Ramar Holtan and other PBID Residents; and Jean Smith, Administrative Assistant.

AGENDA

1. Roll Call.
2. Approval of Minutes of the Meeting held August 20, 1986.
3. Citizens Comments.
4. Public Hearings:
  - A. Proposed Rates, Fees & Charges for the District's Water & Sewer System.
  - B. Proposed Fiscal Year 1987 Water & Sewer Budget.
5. Consideration of Bid:
  - A. Wastewater Treatment Plant
6. Discussion on Purchase of Bulk Treated Potable Water.
7. Consideration of Bid:
  - A. City of Naples Interconnect
8. Authorization to Bid the Chemicals for the Water and Sewer Plant and the Lake and Swale Maintenance Chemicals for Fiscal Year 1987.
9. Consideration of an Engineering Proposal for Unit VI, Glenview Place and Lake Vista Court Street Lighting System.
10. Engineer's Report.
  - A. Certificates of Payment.
11. Manager's Report.
  - A. Consideration of Office Space Requirements.
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 Mr. Scofield and Ms. MacAlister absent with all other members present.

MINUTES OF AUGUST 20, 1986 - APPROVED

Ms. Moll moved, seconded by Mr. Butler and approved unanimously, the Minutes of July 16, 1986.

CITIZEN'S COMMENTS

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

PUBLIC HEARING FOR CONSIDERATION OF PROPOSED RATES, FEES AND CHARGES FOR  
THE DISTRICT'S WATER AND SEWER SYSTEM

Legal Notice having been published in the Naples Daily News on September 11, 1986 and September 18, 1986, as evidenced by the Affidavit of Publication presented for the Record, a Public Hearing was held to consider the proposed rates, fees and charges for the District's water and sewer system.

Mr. Moyer recalled for the Board that several months ago the Board authorized the firm of Cooper's and Lybrand to prepare a Rate Study and to present their recommendations regarding the future user rates in Pelican Bay to the Board. These rates would include such things as connection fees, meter fees, monthly minimum fees and actual user fees. At this time, Mr. Moyer introduced Mr. Paul Cumiskey of Cooper's and Lybrand, who presented the Report.

Mr. Cumiskey began by saying that Cooper's and Lybrand was pleased to have had the opportunity to provide the Pelican Bay Improvement District with the services of their firm. He reported to the Board that the final copy of their Report had been included in the Agenda packages for the Board's review.

Mr. Cumiskey stated that before Cooper's & Lybrand could begin the Report certain background information and basic facts of the Improvement District had to be gathered in order to understand the economics of the Improvement District and to understand the rate methodology and rate design as proposed. Following are the basic facts which were determined: all customers in Pelican Bay are provided water, wastewater and irrigation water; usage is metered; there are 2,200 current connected customers and

ultimately, in the year 2015, approximately 9,000 units will be served; current plans call for the R.O. Plant to be shut down in 1987 and potable water will be purchased from the City of Naples (the rates as proposed in the Report assume that this will occur in 1987); the existing facility was assumed to be the facility to be constructed and will have the capacity to serve 4,444 water and wastewater customers and 5,251 irrigation customers (these numbers were determined by dividing the rated facility capacity by the design specifications, 225 gallons/day/unit); the line distribution system is substantially built-out; like most municipalities the District has Bond Covenants and in the District's case a 110% bond coverage is required (revenue has to be sufficient to cover all the operating and maintenance costs plus all of the debt service plus an additional 10% of the debt service costs); and finally if the current rates were left in place (Exhibit 3 of the Report), a 31% shortfall in revenue would occur.

Mr. Cumiskey stated that a few months ago he met with District staff to determine the ultimate objectives of the rate design and the following objectives became clear: rates must be adequate to meet Bond coverage requirements; the capacity costs (debt service costs) should be recovered from those customers requiring the capacity (the current customers should pay just for the capacity applicable to them and should not be burdened with paying for the excess capacity in the system or in other words, growth should pay for growth); the new rate structure should be administratively efficient and one that could be easily understood by customers of the system.

Mr. Cumiskey explained that in terms of the current rate

methodology: user rates are based on a minimum consumption level per month (i.e. it is assumed that a customer will use 5,000 gallons of potable water per month and 4,000 gallons of irrigation water per month and receive a bill for this amount); the connection fees currently in place are designed to recover just a portion of the line distribution capacity; and a Standby Fee is currently in place to recover a portion of the line distribution capacity.

Mr. Cumiskey advised that, in terms of the new rate methodology, Cooper's & Lybrand proposed that a capacity/commodity rate methodology would best meet the needs of the District. He explained that this method is commonly used by municipal utilities and is particularly useful in an area that has seasonal fluctuations. He went on to explain that under this method capacity costs (debt service costs) are recovered from each customer in proportion to the design capacity applicable to them. The commodity phase of the rate would recover operating and maintenance costs and the costs would be recovered based on actual usage as determined by meter readings. He stated that Cooper's & Lybrand proposed that all of the excess capacity (the plant and the line distribution system) be recovered from one connection fee and that the District continue to have a Standby Fee but use this fee as the name implied, i.e., in case the level of connections on which the connection fee was based did not materialize in any given year, Westinghouse Communities of Naples, Inc., would "standby" and be available to pay the debt service applicable to the excess capacity that was not met through collection of the connection fees.

Mr. Cumiskey went on to explain the graph depicted in the Outline

of their Report which showed the relationship between the capacity charges and the connection fees. He stated that the objective of the graph was to show that as new customers were added each year to the system, total revenue from capacity charges would increase and ultimately, when full utilization of the plant occurred, the monthly minimum capacity charge would equal the annual debt service. However, he stated that during the years the District was approaching full utilization of the plant, connection fees would be used to pay for the excess capacity.

Mr. Cumiskey explained that the commodity portion of the user rate calculations are fully detailed in the Report and shown in Exhibit 4. To summarize these calculations, he advised that Cooper's & Lybrand started with the 1987 Water & Sewer Budget figures and allocated the various budget items to the various types of services, i.e., water, wastewater, residential irrigation water and the Golf Course irrigation water. He explained that each budget item was broken down and allocated to that portion of the service which directly benefitted. He further stated that documentation for these allocation methods, as well as the allocation methods used for the Budget line items, was fully outlined in the Report. He explained that within the irrigation system there was an allocation to the residential system and the Golf Course system and that these allocations were primarily based on the relationship between the Golf Course flows to the total irrigation flows, the exception being for plant electric costs (the Golf Course does not require any of the high service pumping electricity to supply water to the Golf Course). He explained that via these allocation methods, total costs were arrived at for each of the

services and that the commodity rate was determined by simply dividing by next year's projected usage (in terms of gallons and based on an analysis of prior billing records and assumptions as to build-out). In summary, he stated that the rate was determined by taking the costs to be recovered and dividing by the estimated usage. As outlined in the Report, the proposed rates were as follows: \$1.66/thousand gallons for water; \$1.06/thousand gallons for wastewater; \$.31/thousand gallons for residential irrigation and \$.26/thousand gallons for Golf Course irrigation water.

Mr. Cumiskey went on to explain the calculations used to determine the capacity component of the user charge. He stated that Cooper's & Lybrand first analyzed the Bond Proceeds to determine what was used or would be used from these proceeds. These Bond Proceeds were then allocated to the water, wastewater, residential irrigation, Golf Course irrigation and line distribution costs. Via this analysis, annual debt service costs applicable to the various services were determined; a 10% coverage factor was added as required by the bond covenant and finally an offset was provided to the costs for interest earned on the Bond Reserves to determine the net cost to be recovered from the capacity charge. To obtain the monthly charge, the net cost was divided by the total number of units that could be provided service from the existing facility. In summary, he stated that the monthly charge was the result of dividing the cost to be recovered by the number of units, divided by twelve (12). To the monthly charge was then added the allocation of the line distribution costs.

Mr. Cumiskey continued by explaining the calculation of

connection fees as outlined in Exhibit 7 of the Report. As shown in the Outline, the amount of excess capacity decreases every year as a function of additional build-out and additional plant utilization. He explained that the column entitled number of connections was based on the build-out schedule provided by Westinghouse Communities of Naples, Inc. and the column entitled total was simply the multiplication of the connection fee by the number of connections. He further explained that the excess balance represented those funds obtained from connection fees over and beyond what was needed to meet the excess capacity costs. He stated that in 1987, the excess balance would be a negative \$98,481 and be recovered through Stand-By Fees as there are not enough projected connections to cover the costs. He added that the actual proposed connection fee of \$2,250 is a function of what the excess capacity cost will be and the projected number of connections. He stated that in 1994 additional facilities will be required and at that time the amount shown in excess capacity will increase and for this reason an excess is planned at the end of 1993, i.e., the excess can be used to help fund new plant capacity that will be needed; thus the connection fees will be kept fairly level throughout the build-out period.

In addition to the \$2,250 connection fee, he advised that there would be a pass through fee for the City of Naples System Development Charge.

Mr. Cumiskey advised the Board that the proposed connection fee of \$2,250 falls within the national average; that the national average ranges from \$1,500 to \$3,000 and stated that in some of the western areas he has seen this fee as high as \$5,000.

For a comparison of how the proposed rates and charges would affect the average customer's bill (7,000 gallons of water and wastewater per month and 20,000 of irrigation water per month), he explained that the average bill would increase by approximately 3% while the monthly minimum bill would decrease by approximately 1%.

Mr. Cumiskey concluded by stating that the rates will ultimately be impacted by one thing, the additional interest carry that results from the excess capacity included in the facilities, and with the rate design that Cooper's & Lybrand proposed this excess capacity would be recovered through connection fees.

This concluded Mr. Cumiskey's presentation and at this time, he called for questions or comments by the Board. Mr. Butler told Mr. Cumiskey that he thought the Report was very well done. Mr. Scuderi and Ms. Moll concurred.

Mr. Moyer advised that he wished to clarify an item which concerned him. He stated that in the past he has represented to the Board that the District's system was, in fact, a "growth pays for growth" system, and this statement was correct. He explained that there are many different ways to determine rates and Cooper's and Lybrand had taken a different approach than had been performed in the past. However, the bottom line line verified the fact that the users of the District's system currently only pay for the services they are receiving. He recalled for the Board that several months ago he advised the Board that rates, fees and charges would have to be increased and at that time thought user rates would stay the same and connection fees would go up to around \$3,000. He explained

that the current rate structure as proposed took a little different approach, however, even though the allocation of costs was different, the theory remained the same, that "growth pays for growth".

At this time, Mr. Scuderi called for comments from the Public. Mr. James Hake commented that he had a tough time understanding why no Plant electricity costs had been allocated to the Golf Course's irrigation water user rates. He also commented that he had difficulty understanding why the \$8.35 monthly capacity charge for irrigation water was higher than that of water and wastewater when the irrigation water was a straight pass-thru from the wellfield into the irrigation system, without having to go through plant treatment facilities.

Mr. Cumiskey replied to Mr. Hake's first inquiry by stating that the allocation of electricity costs was a function of the engineering design of the system; i.e., whether or not the Golf Course uses the electricity. Mr. Petty added that the Golf Course does not use any plant electricity; it uses only wellfield electricity as the irrigation water is pumped directly from the wellfield to the Lagoon and from there the Golf Course uses its own pumping station.

In answer to Mr. Hake's other concern, Mr. Cumiskey replied the way the analysis worked was to first determine the assets of the irrigation system. (The debt service applicable to the four services is outlined in detail in the Report). He explained that the rate then simply became a division by the number of units that can be charged. Mr. Ward further explained that the costs for the irrigation system were not simply the costs involved in the operation of the irrigation system but more the

capital costs involved in the building of the irrigation system. Mr. Cumiskey also explained that in the original 1979 Bond Issue, the Golf Course paid for many of the assets themselves and these costs were not part of the costs financed by the Improvement District.

Mr. Moyer stated that the Resolution which incorporated the new rates, fees and charges to bring the District's rate structure into conformance with the Cooper's & Lybrand Study had been included in the Agenda packages. A copy of the Resolution outlining the proposed amended schedule of rates and charges is attached hereto and made an official part of these minutes.

Mr. Moyer requested that the new rate schedule become effective October 15, 1986 and he told the Board that District staff would notify those users in the Pelican Bay who have recently purchased property that the new rate structure would become effective October 15th so they would have the opportunity to respond accordingly based upon the District's adjustments.

Mr. Moyer also told the Board that, as part of the Public Hearing, he was in receipt of a letter from Mr. Chuck Morris of Pelican West Associates (copies were distributed to members of the Board) in which Mr. Morris discussed certain concerns he had in the derivation of the connection fees and in which he expressed his concerns regarding the \$979,000 in surplus funds from payment of connection fees which the District would accumulate in accordance with the Cooper's & Lybrand Study. In his letter, he wrote that it was fine for "growth to pay for growth" but via the Cooper's & Lybrand Report, growth is going to be paying for new

growth and this concerned him. Mr. Moyer explained that the District's Bond Resolution provided that surpluses fall through various sinking funds and one of these funds was a line extension fund from which the District could use these surpluses to build out the rest of its distribution and collection system or the District could use the surpluses for future plant capacity or ultimately Bond redemption. Mr. Cumiskey advised that even though the Report showed there would be an excess of \$979,000 from connection fees at the end of 1993, it was important to remember that in 1994 there would most likely be a plant expansion and these funds could be partially used to finance this expansion. Thus, the connection fee, according to Mr. Cumiskey, was designed to completely build out the system.

There being no additional comments from the Public, President Scuderi asked for a motion to close the Public Hearing. Mr. Butler moved, seconded by Ms. Moll and approved unanimously, that the Public Hearing be closed.

At this time, Mr. Butler moved, seconded by Ms. Moll and approved unanimously, the Resolution adopting the schedule of rates, fees and charges as outlined in the Rate Study performed by Coopers & Lybrand, dated September, 1986, and the rates, fees and charges to become effective October 15, 1986, and that the President and Secretary be authorized to sign the Resolution.

PUBLIC HEARING FOR CONSIDERATION OF THE FISCAL YEAR 1987 WATER AND SEWER BUDGET

Legal Notice having been published in the Naples Daily News on September 11, 1986 and September 18, 1986, as evidenced by the Affidavit of

Publication presented for the record, a Public Hearing was held to consider the Fiscal Year 1987 Water & Sewer Budget.

Mr. Moyer stated that a copy of the proposed Budget had been included in the Agenda packages for the Board's review and consideration prior to the meeting and at this time wished to review the highlights of the proposed Budget. Mr. Moyer explained that Page One (1) of the proposed Budget contained a summary of the revenue projections and operating and maintenance expenses projected for the Fiscal Year beginning October 1, 1986 and ending September 30, 1987 and advised that there was a correction on this page, that being the revenue figure for November, in the amount \$33,559, be corrected to read \$39,559, thus changing the total revenue from \$2,243,000 to \$2,249,000.

Mr. Moyer explained that the proposed Budget assumed connection fees would be paid at the new rates and he advised the Board that since the word had been spread regarding the possibility of the District increasing their rates, several Developers had already taken down their connection fees under the old rates. Thus, in all likelihood the surplus as shown in the Budget would disappear. He explained if there were any deficits or short falls in revenue for Fiscal Year 1987, the District would implement the Standby Fee to Westinghouse Communities of Naples to recover the revenue shortfall.

Mr. Moyer explained that the remaining portion of the proposed Budget included a detailed breakdown of proposed revenue and expenses; absorption schedule; connection and meter fees; monthly breakdowns on water and sewer and irrigation usage; expenditure analyses; debt service require-

ments and capital outlay.

There being no questions or comments from the Supervisors, President Scuderi called for comments from the Public. Mr. Hake asked Mr. Moyer whether the District's schedule of rates was supposed to be submitted to the County thirty days prior to the Public Meeting and whether this had been done by District staff. Mr. Ward replied that this had not been done. In response to Mr. Hake's question, Mr. Bolesky stated that the District was required to submit their rates to the Board of County Commissioners for approval, however, he was not sure of the thirty day requirement. Mr. Hake stated that he wanted to go on record with his complaint that the District's Schedule of Rates had not been submitted to the County and also stated that he felt the Board should act in accordance with the Statutes.

There being no additional comments from the Public, President Scuderi asked for a motion to close the Public Hearing. Ms. Moll moved, seconded by Mr. Butler and approved unanimously, that the Public Hearing be closed.

At this time, Mr. Butler moved, seconded by Ms. Moll and approved unanimously, the Resolution Approving and Adopting the Fiscal Year 1987 Budget For Water and Wastewater Operations, as amended, and that the President and Secretary be authorized to sign the Resolution.

AWARD OF BID FOR THE WASTEWATER TREATMENT PLANT

Mr. Moyer advised that bids were accepted on September 18, 1986, for the construction of the Wastewater Treatment Plant. He stated that the bids received far exceeded the original projections used as a basis to sell the bonds and the District did not have the funds available to build the

system that was bid. He requested that District staff be given the opportunity to meet with the low bidder and go through their bid to identify certain parts of the system that could be deleted without adversely affecting the overall operation of the system. He recalled for the Board that the exact same thing happened in 1978 when bids were taken for the first plant. He advised the Board that it was urgent to proceed with construction of the plant and for this reason he asked the Board to recess this meeting until October 2, 1986 at 4:30 P.M. in order to give District staff time to meet with the Contractor to determine whether any adjustments could be made and he advised the Board that by that time District staff would have their recommendations available. The Board concurred with Mr. Moyer's request.

At this time, Ms. Moll moved, seconded by Mr. Butler and approved unanimously, to defer consideration of bids for the Wastewater Treatment Plant until Thursday, October 2, 1986 at 4:30 p.m. and to recess the meeting at the end of the scheduled Agenda items until October 2nd, 1986 at 4:30 p.m.

DISCUSSION ON PURCHASE OF BULK TREATED POTABLE WATER

Mr. Moyer advised that this Agenda item was a continuing status report regarding the negotiations by District Staff with the City of Naples and Collier County for the purchase of bulk treated potable water. To summarize the negotiations, Mr. Moyer stated that the City of Naples had approved the Agreement between the District and the City which called for the City to provide bulk treated potable water to Pelican Bay and advised the Board that the approved Agreement had been included in the Agenda

packages. To briefly outline the approved Agreement, he stated that the Agreement was a two-year Agreement and called for the District to contribute monies for a portion of the City's 16" waterline on Crayton Road which runs to Seagate Drive and which would be used by the District. Mr. Moyer advised that the District's share for the costs for this waterline would be in the neighborhood of \$180,000 to \$190,000. The rate as established in the Agreement for the potable water would be \$.965 per thousand gallons. He also stated that District staff had been negotiating with Collier County on what would happen after the two year Agreement with the City of Naples was concluded. Mr. Moyer recalled for the Board that it was the County's desire to service Pelican Bay with potable water and that Collier County had agreed to improve its system to supply bulk treated potable water to the District within two years. However, if at the end of two years the County's system had not been completed, the Agreement with the City could continue for up to five years to allow the County time to complete their system. If at the end of five years, the County system still had not completed, the District could continue its Agreement with the City of Naples. He stated that a preliminary draft of the proposed Agreement between the District and Collier County had been included in the Agenda packages and the Agreement had been submitted to Collier County for their consideration. Mr. Moyer stated that District staff was concerned that after two years the County still might not be in a position to service Pelican Bay and the District would be in the same position as today. He stated that he did not like an Agreement which gave the District no options, thus he recently requested the City to amend the Agreement to call

for a twenty year term, and which contained a cancellation clause giving either the City or the District the option to cancel the Agreement after two years. He also advised that the County Agreement stated that if the County was not in a position to service the District after two years and the District had to pay additional fees to the City to continue the Agreement with the City, the additional fees would be subtracted from the System Development Charges the District would pay to the County.

President Scuderi questioned Paragraph 2 of the City/District Agreement which gave the City the right to cancel the Agreement upon one year's notice. Mr. Moyer replied that if the City cancelled the Agreement, the District would have at least a year to respond and would have the option to either renegotiate with the City or to go on its own system. President Scuderi asked what would happen if the political climate of the City changed whereby they no longer desired to service Pelican Bay. Mr. Moyer said he could not guarantee what the political climate of the City would be in the future, however, he thought the City would look upon Pelican Bay as a revenue producer of their utility system and it would only make good business sense to continue servicing Pelican Bay. President Scuderi stated he did not like the Agreement and as it now stood did not adequately protect the District in case the County did not come on line. Mr. Moyer stated that right or wrong both the City and the District have been trying to accommodate the concerns of Collier County and both parties have been negotiating very diligently with the County for the past six weeks. He explained that the County/District Agreement included in the Agenda package was the District's draft and although the County has had the

Agreement for eight days have not commented on the Agreement to date.

Mr. Moyer suggested that since the Board would continue this meeting on October 2, 1986, he was hopeful that by next week District staff could come to some conclusion regarding the Agreements. He advised President Scuderi that he would address his concerns regarding the one year cancellation period and the City's right to renegotiate rates, etc.

Mr. Koste of Westinghouse Communities of Naples, Inc. suggested that perhaps a way to keep the County placated and also protect the District was to have the one year option in place only if the County was in a position to service Pelican Bay and the only way either party would have the right to cancel the Agreement was if there was no replacement supply of water available. President Scuderi concurred with Mr. Koste's thoughts.

Mr. Moyer also stated that Mr. Bolesky had expressed his concerns regarding the indemnification language which at one time started out running totally to the City holding harmless the District and in the latest version ran totally to the District holding harmless the City. Mr. Moyer advised that District staff also did not find this acceptable and was in the process of trying to re-negotiate something along the lines of taking out all the indemnification language.

In conclusion, Mr. Moyer requested that this item be carried forward to the October 2nd meeting. The Board concurred.

CONSIDERATION OF BID - CITY OF NAPLES INTERCONNECT

Mr. Moyer stated that bids were accepted for the interconnect which runs from Seagate Drive to the Pelican Bay Utility Site and since this item was a companion item to the negotiations regarding the City/

County/ District negotiations suggested that this item be deferred until the October 2, 1986 meeting. The Board concurred with Mr. Moyer's request.

AUTHORIZATION TO BID THE CHEMICALS FOR THE WATER AND SEWER PLANT AND THE LAKE AND SWALE MAINTENANCE CHEMICALS FOR FISCAL YEAR 1987

Mr. Moyer told the Board that the District bids these chemicals each year to ensure the District is receiving competitive pricing for the chemicals used for the water and wastewater operations of the District and for the herbicides used in the District's aquatic treatment program. At this time he requested Board authorization for District staff to take bids for these chemicals.

Following this discussion, Ms. Moll moved, seconded by Mr. Butler and approved unanimously, that District staff be authorized to bid the chemicals for the water and wastewater operations of the District and the lake and swale maintenance chemicals for Fiscal Year 1987.

CONSIDERATION OF AN ENGINEERING PROPOSAL FOR UNIT VI, GLENVIEW PLACE AND LAKE VISTA COURT STREET LIGHTING SYSTEM

Mr. Moyer explained that this item concerned consideration of an Engineering Proposal from Post, Buckley, Schuh & Jernigan, Inc. for design, construction and post construction services for the Street Lighting Systems for Unit VI, Glenview Place and Lake Vista Court. He stated that the Proposal from PBS&J had been included in the Agenda packages and at this time, requested Board authorization for PBS&J to proceed with the design of these systems.

There being no further discussion, Mr. Butler moved, seconded by Ms. Moll and approved unanimously the Proposal submitted by Post, Buckley, Schuh & Jernigan, Inc., for design services, construction services

and post construction services for the street lighting systems for Unit VI, Glenview Place and Lake Vista Court, in the amount of \$8,500, be approved as submitted.

ENGINEER'S REPORT

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

| <u>CERTIFICATE NO.</u>   |        | <u>CONTRACTOR</u>                  | <u>AMOUNT</u> |
|--|--------|------------------------------------|---------------|
| The Glen - D-22<br>Construction  | No. 1  | Cabana Construction Co., Inc.      | \$36,229.50   |
| Georgetown - D-23<br>Construction                                      | No. 1  | Cabana Construction Co., Inc.      | 43,116.75     |
| Unit VI Street Lights  | No. 1  | Westinghouse Communities of Naples | 1,500.00      |
| Contract D-14 Loan<br>Proceeds   | No. 10 | Florida Power & Light Co.          | 18,620.00     |
| Contract D-17 - Unit<br>6 - Construction                               | No. 16 | Denco Construction, Inc.           | 19,564.56     |
| 1985 Bond Issue<br>Rate Study  | No. 74 | Coopers & Lybrand                  | 8,573.00      |
| 1985 Bond Issue<br>Utility Site -<br>Electrical Design                 | No. 75 | Post, Buckley, Schuh & Jernigan    | 4,084.34      |
| 1985 Bond Issue<br>Eng. Design WWTP                                    | No. 76 | Post, Buckley, Schuh & Jernigan    | 8,000.00      |
| 1985 Bond Issue<br>Eng. & Planning<br>Services for Site<br>Development | No. 77 | Post, Buckley, Schuh & Jernigan    | 3,138.87      |
| 1985 Bond Issue<br>5 MG Storage Tank<br>Eng. Design                    | No. 78 | Post, Buckley, Schuh & Jernigan    | 2,482.76      |
| 1985 Bond Issue<br>Water Treatment Plant<br>Yard Piping                | No. 79 | Post, Buckley, Schuh & Jernigan    | 5,971.74      |
| 1985 Bond Issue<br>Chlorination System<br>Expansion                    | No. 80 | Post, Buckley, Schuh & Jernigan    | 4,903.58      |
| 1985 Bond Issue<br>Computer Hardware                                   | No. 81 | Burroughs Corporation              | 5,926.91      |
| 1985 Bond Issue<br>Reimbursement For<br>Computer Downpayment           | No. 82 | Pelican Bay Improvement District   | 650.00        |
| 1985 Bond Issue<br>Computer Software                                   | No. 83 | Manatron, Inc.                     | 5,900.51      |

Pelican Bay Improvement District  
 September 24, 1986

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| <u>CERTIFICATE NO.</u>  | <u>CONTRACTOR</u>                      | <u>AMOUNT</u> |
|---|--|---------------|
| 1985 Bond Issue<br>Master Pump Station                                | No. 84 Post, Buckley, Schuh & Jernigan | 1,699.82      |
| 1985 Bond Issue<br>Pre-loading CLR Site<br>WWTP                       | No. 85 Post, Buckley, Schuh & Jernigan | 4,869.04      |
| 1985 Bond Proceeds<br>Contract D-24<br>City of Naples<br>Interconnect | No. 86 Post, Buckley, Schuh & Jernigan | 20,181.18     |
| 1985 Bond Proceeds<br>Contract D-24<br>City of Naples<br>Interconnect | No. 87 Post, Buckley, Schuh & Jernigan | 14,086.07     |
| Contract D-17 - Unit<br>6 - Construction                              | No. 15 Post, Buckley, Schuh & Jernigan | 6,479.25      |
| The Glen - D-22<br>Engineering Design                                 | No. 5 Post, Buckley, Schuh & Jernigan  | 168.24        |
| The Glen - D-22<br>Construction Services                              | No. 1 Post, Buckley, Schuh & Jernigan  | 2,156.30      |
| Georgetown - D-23<br>Engineering Design                               | No. 4 Post, Buckley, Schuh & Jernigan  | 4,726.83      |
| Georgetown - D-23<br>Construction Services                            | No. 1 Post, Buckley, Schuh & Jernigan  | 3,084.64      |
| Modification To Water<br>Management Permit                            | No. 1 Post, Buckley, Schuh & Jernigan  | 490.34        |
| TOTAL AMOUNT ALL INVOICES   |  | \$ 226,604.23 |

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

After approval of the Certificates, Mr. Conlon distributed a letter to the Board dated September 3, 1986, from Post, Buckley, Schuh & Jernigan, Inc., which stated that PBS&J had submitted a new Contract for General Consultation Services to District staff for the Board's consideration. Mr. Conlon advised the Board that the Contract had been reviewed by District Staff and in several negotiating sessions with District staff, PBS&J and District Staff had reached an impasse. Mr.

Conlon informed the Board that management of PBS&J had instructed him to tell them that PBS&J stood firm on the Proposal as submitted and felt there had been adequate time for District staff to review the Proposal. He advised that PBS&J desired a decision regarding the Proposal at today's meeting.

President Scuderi asked for Mr. Moyer's comments. Mr. Moyer told the Board that staff did not approve of PBS&J's proposed Agreement and thus had not submitted it to the Board for their consideration. It was his opinion that via the Proposal the District would pay more money for fewer services and his recommendation was that the Board disapprove the Proposal as submitted. Mr. Conlon replied that the Contract as now written was open ended and PBS&J's goal had been to come up with a Contract that was fair and equitable and so PBS&J could make a profit on their general consultation services. Mr. Scuderi questioned PBS&J's statement that they had been losing money since they had been working for the District. Mr. Conlon replied that this has been the case for general consultation services. President Scuderi said that his initial impression after reading the proposed Contract was the same as District staff's, that PBS&J was offering to do less than they are currently required to do and wanted an increase to do it. Ms. Moll stated that she had not been in prior receipt of a copy of PBS&J's letter and suggested that an agreement should have been worked out with District staff before presentation of the Proposal to the Board.

At this time, Mr. Moyer summarized for the Board the reasons why the District currently has a General Consultation Contract with PBS&J. He

said that four years ago the District did not have a retainer contract with PBS&J, that General Consultation services were paid for on an hourly basis. Back then, he stated District staff had spent many hours pouring over these invoices and negotiating with PBS&J regarding charges on the invoices which District staff thought unfair. To continue, Mr. Moyer recalled for the Board that finally Mr. Fred Biery of PBS&J decided that both parties were wasting too much time talking about invoices and he told District staff that PBS&J would give the District a flat rate to perform certain services, however, they reserved the right to come back to the Board at a later date and renegotiate the retainer fee if necessary.

Mr. Moyer stated that he told Mr. Conlon that he would be willing to return to the old system, i.e., the District would pay only for the work performed but advised Mr. Conlon that District staff would scrutinize every invoice and if staff felt they were being overcharged they would not pay the invoice. He told the Board this suggestion was turned down by PBS&J management. He stated that he did not mind pursuing additional negotiations on this matter if it was the Board's desire, however, PBS&J seemed to stand firm on the Proposal which they had submitted.

President Scuderi asked what the alternatives would be if the Board disapproved PBS&J's Proposal as submitted. Mr. Moyer advised the Board that since the District will need to have General Engineering services performed, the Board would have to solicit proposals from other engineering firms for general engineering services.

At this time, Mr. Conlon distributed another letter written by Mr. Jim Glass, President of Post, Buckley, Schuh & Jernigan, Inc. The

Letter stated that, in accordance with Paragraph 7 of PBS&J's June 21, 1977 Agreement, the Board was to consider the letter as their sixty day notice of their intent to resign as the District's Consulting Engineers. The letter went on to state that the Board's action, pursuant to the consultation activities, caused PBS&J to take this action; that they have tried to accommodate the District's needs by working for the last two fiscal years without an updated formal agreement and they did not believe it was in their mutual interests to continue without a valid Agreement. In addition to the general consulting activities, they advised they would no longer perform consulting services for plan reviews. They stated that their previous efforts to update the January 5, 1982 Plan Review Agreement had not reached any conclusion. They advised they would continue to provide services required for existing Agreements, pursuant to the Wastewater Treatment Plant System, the Phase II Expansion, Contract D-17, D-18, D-19, D-21, D-22, D-23 and D-24.

Mr. Butler asked whether the Board's decision on this matter could be delayed until the next meeting.

Mr. Moyer explained that the District's relationship with PBS&J would continue for approximately another 18 months because of the list of Contract on which they were the design engineers, however, the District would need to obtain the services of another Engineering firm to provide general engineering services and to perform District plan reviews.

The Board decided to take this matter under consideration at a later meeting.

MANAGERS REPORT

Consideration Of Office Space Requirements

Mr. Moyer explained that a copy of a proposed Lease with the Sun Bank Building in Pelican Bay, to provide for additional office space for District staff, had been included in the Agenda packages. Mr. Ward told the Board that the rate which had been negotiated (\$13.25 per square foot) was a very fair rate for Pelican Bay office space. Mr. Scuderi questioned whether the District needed a five year lease. Mr. Ward replied that this was the standard lease term required by the Sun Bank, however, generally speaking, if the District were to design and construct a new office facility it would take at least three to four years in order to complete the facility. Thus, from the standpoint of District staff, the five year lease did not present a problem. President Scuderi also stated he did not like the insurance and indemnity clauses in the lease. He stated that as the Lease was written, the Sun Bank could purchase insurance above and beyond what was necessary and this would adversely affect the operating costs charged to the District.

Mr. Moyer agreed with Mr. Scuderi's concerns and recommended that Section 7.14.1 be stricken from the lease.

Mr. Hake asked why the District was desirous of leasing office space within Pelican Bay. President Scuderi answered that it would be much more convenient for all parties concerned.

Mr. Moyer told Mr. Hake that the intent of the District is that the District serve the needs of Pelican Bay and in part it is convenient to be in Pelican Bay. Mr. Hake concurred with Mr. Scuderi, in that he did not

like the Lease as written.

Ms. Moll commented that she also felt convenience was an important factor in the decision to lease office space in Pelican Bay.

Mr. Butler asked whether WCN had signed a similar Lease. Mr. Koste replied that they had, however, had not received the \$13.25 rate. He also asked whether District staff had explored any other space in Pelican Bay. Mr. Ward replied that the HMA Building, as well as Naples Federal, had been contacted and the Proposal submitted to the Board was the most cost effective. He also advised that the Sun Bank would pay for all of the costs of the leasehold improvements for the leased space.

Following further discussion, Mr. Butler moved, seconded by Ms. Moll and approved unanimously that staff be authorized to re-negotiate the Lease with the Sun Bank pursuant to the previous discussions.

Livingston Road MSTU

Mr. Moyer recalled for the Board that they had previously authorized Mr. Bolesky to appear at a Public Hearing to object to the District being assessed for any of the improvement costs for the construction of Livingston Road. He told the Board that the District had recently received a request by the County to cross the wellfield at four separate locations in order to provide access to attractive land east of the wellfield. At this time, Mr. Moyer introduced Mr. Allen Reynolds of Wilson, Miller, Barton, Soll & Peek, design Engineers of the project, who gave the Board specific details on the project.

Mr. Scuderi's opinion was that via their letter the County was saying that they would not exempt the District from these assessments

unless the Board agreed to give them the requested access through the wellfield. Mr. Bolesky stated that the County's position as it now stood, was that the District was, in fact, receiving a benefit, however, the benefit was in direct proportion to the District granting the County the required easements.

Mr. Bolesky's and staff's opinion regarding the requested access points was that four access points of 100' feet each was excessive. The County's position was that they would be unable to assess the adjoining landowners their full assessment unless these landowners had full access to the property.

Mr. Scuderi asked whether the County could guarantee there would be no surface runoff onto the District's wellfield and questioned whether they would be willing to police the wellfield for security.

Mr. Ward explained that the current design of Livingston Road showed no drainage onto the District's wellfield and WMBS&P had assured District staff that the access roads would not drain onto the District's Wellfield.

Mr. Reynolds stated that WMBS&P was requesting, at this meeting, conceptual approval for floating easements in order to give them design flexibility. He stated that WMBS&P was in the preliminary planning stages of the property and at this point they were not even sure that four access roads would be required. He advised that the Water Management System could be designed so that the runoff from the roads would be taken into the Water Management System of the project. Through the use of a location map, Mr. Reynolds showed the approximate locations WMBS&P had identified as

proposed access points. He explained that the design of the proposed locations had taken into consideration the location of the District's wellfield as well as some jurisdiction wetlands within the property in order to provide access into the property according to the existing condition of the site. He explained that the reason they were asking for 100 feet per access was because at this point in time they were not sure which of the access roads would be used as the divided boulevard type entrance. He stated they would be looking for a perpendicular crossing to the wellfield. He commented that WMBS&P would be happy to work with District staff to fine tune these access points and if four access points seemed excessive they would be willing to work with staff to determine the number agreeable to the District. He stated the reason WMBS&P was before the Board of Supervisors at this meeting was that the County Board is taking action on October 7th and suggested a meeting between WMBS&P and District Staff prior to the County meeting to work out a solution to this matter.

Mr. Koste suggested to the Board that they might recall that the Wellfield is rather wide at the north end and it might be feasible that the Developers could use this land as part of their development.

Mr. Moyer advised the Board that they need not take any action on this matter at this meeting but it was his intent to keep them informed on this project.

CONFIRMATION OF INVOICES

Water/Sewer Invoices For August 1986 - Approved As Presented

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

unanimously, that the Water/Sewer Invoices for August, 1986, be approved as presented.

Water Management Invoices For August 1986 - Approved As Presented

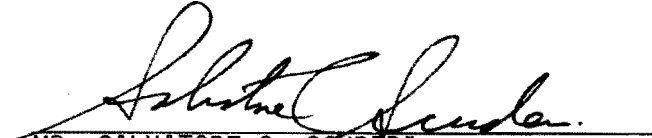
At this time, Mr. Butler moved, seconded by Ms. Moll and carried unanimously, that the Water Management Invoices for August, 1986, be approved as presented.

SUPERVISOR'S REQUESTS AND AUDIENCE PARTICIPATION

Ms. Moll commented that she felt the Cooper's & Lybrand Study was well done and she sincerely hoped that this study would put aside any concerns that may have been expressed in the past regarding the District's rate structure. She added that even though Cooper's & Lybrand's proposed rates had been determined by a different rate methodology she said it looked as though District staff had done the same thing only using different ideas. She stated that she felt this was to District staff's credit and wanted like them to be recognized.

RECESSMENT

There being no further business to come before the Board, the meeting was recessed until October 2, 1986 at 4:30 P.M. Time: 5:55 P.M.

  
MR. SALVATORE C. SCUDERI  
PRESIDENT  
PELICAN BAY IMPROVEMENT DISTRICT

PELICAN BAY IMPROVEMENT DISTRICT  
WATER/SEWER INVOICES  
AUGUST 1986

| <u>PAYEE</u>                                | <u>DESCRIPTION</u>  | <u>AMOUNT</u> |
|---|---|---------------|
| U.S. Postmaster                             | Postage Stamps  | 22.00         |
| The Frame Up                                | W/S Portion Office Supplies   | 128.35        |
| Westinghouse Communities<br>of Naples, Inc. | W/M Portion August Rent &<br>July Fuel, Postage & Copies                  | 349.28        |
| United Telephone                            | W/S Portion July Telephone  | 298.27        |
| J.N. Environmental<br>Services, Inc.        | July W/W Analyses   | 136.00        |
| Robbins Telephone<br>Answering Service      | W/S Portion Answering Service -<br>R.O. Plant                             | 32.45         |
| Federal Express Corp.                       | W/S Portion July Courier Service  | 21.00         |
| Neptune Water Meter Co.                     | Meters  | 452.00        |
| PB&S Chemical Co.                           | R.O. Plant Chemicals  | 1,260.80      |
| Purolator Courier Corp.                     | July Courier Service  | 9.30          |
| Coral Springs Improvement<br>District       | W/S Portion Health & Dental<br>Insurance - August 1986                    | 376.04        |
| Bob Dean Supply                             | Repair Ingersoll Rand Pump  | 424.45        |
| B-B Builders                                | R.O. Plant Supplies   | 376.96        |
| North Trail Auto Parts                      | R.O. Plant Supplies   | 20.55         |
| Robert Parmelee                             | Reimbursement For Film - W/S<br>Inspection                                | 9.52          |
| Missimer & Associates                       | July Wellfield Monitoring   | 330.00        |
| Coast Pump & Supply Co.                     | Irrigation Supplies   | 12.48         |
| Underground Supply, Inc.                    | Distribution and Collection Supplies<br>R.O. Plant                        | 77.65         |
| Electra-Tronics, Inc.                       | Check Chlorination System - R.O.<br>Plant                                 | 175.00        |
| Southwest Electric Supply                   | R.O. Plant Electrical Supplies  | 5.80          |
| Computerland                                | Computer Supplies   | 71.74         |
| S.A.S., Inc.                                | 3-Phase Surge Suppressor  | 55.00         |
| Neptune Water Meter Co.                     | Meters  | 301.00        |
| Johnson Paints, Inc.                        | Paint Supplies - R.O. Plant   | 9.75          |
| Purolator Courier Corp.                     | July Courier Service  | 9.30          |
| Airport Tire & Service<br>Center            | Tires & Oil Change 1985 Ford Ranger                                       | 200.27        |
| Ellis K. Phelps & Co.                       | Pumps, Startup Service & Electrical<br>Control Panel - Beach Lift Station | 2,473.50      |
| Smalley Transportation Co.                  | Freight for Pumps Beach Lift Station                                      | 13.75         |
| Driftwood Garden Exchange                   | Plants For Office   | 57.00         |
| Government Finance<br>Officers Association  | Accounting Manuals  | 37.00         |
| Sunshine Mower & Cycle                      | Lever Assembly - Utility Site Mower                                       | 6.80          |
| U.S. Postmaster                             | Bulk Mail Permit  | 100.00        |
| Gulf Oil Corporation                        | Fuel - W/S Inspection   | 23.33         |
| Florida Power & Light                       | August Electric   | 8,369.79      |
| J.N. Environmental<br>Services, Inc.        | Service & Labor - D-14 Lift Station                                       | 720.73        |

PELICAN BAY IMPROVEMENT DISTRICT  
 WATER MANAGEMENT INVOICES  
 AUGUST 1986

| <u>PAYEE</u>                                 | <u>DESCRIPTION</u>                                       | <u>AMOUNT</u> |
|--|--|---------------|
| Richardson & Associates                      | July R-O-W Maintenance                                   | 14,137.86     |
| U.S. Postmaster                              | Postage Stamps   | 22.00         |
| The Frame Up                                 | W/M Portion Office Supplies                              | 128.35        |
| PBID Water/Sewer Account                     | R-O-W Maintenance 06/15/86 To<br>07/15/86                | 436.67        |
| Spectrum Laboratories                        | July Lake Samples  | 132.00        |
| Westinghouse Communities<br>of Naples, Inc.  | W/M Portion August Rent & July<br>Fuel, Copies & Postage | 349.28        |
| United Telephone                             | W/M Portion July Telephone                               | 200.09        |
| Robbins Telephone<br>Answering Service       | W/M Portion August Answering Service -<br>R.O. Plant     | 32.45         |
| Federal Express Corp.                        | W/M Portion July Courier Service                         | 21.00         |
| Coral Springs Improvement<br>District        | W/M Portion August 1986 Health &<br>Dental Insurance     | 376.04        |
| Naples Federal Savings &<br>Loan Association | Meeting Room Rental - 7/16/86 Meeting                    | 75.00         |
| Naples Daily News                            | Notice of Public Meeting -<br>August 20, 1986            | 13.00         |
| W. Harmon Turner                             | Consultation Services July 1986                          | 250.00        |
| Computerland                                 | W/M Portion Computer Supplies                            | 71.74         |

# Affidavit of Publication

State of Florida  
County of Collier

Before the undersigned authority, personally appeared  
Corbin Wyant, who on oath says that

he is the Publisher of the Naples Daily News,  
a daily newspaper published by Collier County Publishing  
Co., Inc., at Naples, Collier County, Florida, that the  
attached copy of advertisement, being a  
Notice of Public Meeting

in the matter of Pelican Bay Improvement  
District

in the \_\_\_\_\_ Court, was published in  
said newspaper in the issues of  
September 11, 18, 1986

Affiant further says that the said Naples Daily News is a newspaper  
published by Collier County Publishing Co., Inc., at Naples, in said  
Collier County, Florida and that the said newspaper has heretofore  
been continuously published in said Collier County, Florida, each day,  
and has been entered as second class mail matter at the post office in  
Naples, in said Collier County, Florida, for a period of one year next  
preceding the first publication of the attached copy of advertisement;  
and affiant further says that he has neither paid nor promised any  
person, firm or corporation any discount, rebate, commission or  
refund for the purpose of securing this advertisement for publication  
in the said newspaper.

Sworn to and subscribed before me this 18th day  
of September, A.D. 19 86

Gene Little  
Notary Public

My Commission Expires Notary Public, State of Florida

My Commission Expires Sept. 29, 1989  
Suncoast Title, Trust & Insurance, Inc.

**NOTICE OF PUBLIC MEETING**

Notice is hereby given of a meeting of the Board of Supervisors of the Pelican Bay Improvement District, Collier County, Florida, to be held on Tuesday, September 18, 1986, at 4:00 P.M. at the District Office, 801 Laurel Oak Drive, Suite 110, Naples, Florida. The purpose of this meeting is to conduct general business of the District, to hold a public hearing for the purpose of soliciting public comments on the proposed fiscal year 1987 Water and Sewer Budget; and to hold a public hearing for the purpose of soliciting public comments on the proposed rates, charges, fees for the facilities and services furnished by the District.

As Citizens' input is requested, copies of the proposed Water and Sewer Budget and the proposed rates, charges, fees, etc. may be reviewed at the District's office located at 801 Laurel Oak Drive, Suite 110, Naples, Florida, beginning September 19, 1986. Additionally, this notice advises that, if a person decides to appeal any decision made by the Pelican Bay Improvement District Board of Supervisors, with respect to any matter considered at this meeting, he will need a record of the proceedings and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Comments may either be submitted in written form prior to the scheduled meeting or may be heard on the day and time specified for the Public Hearing.

Pelican Bay Improvement District  
Collier County, Florida  
Gary L. Moyer  
District Manager  
Sept. 11, 1986 No. 3201

**PELICAN BAY IMPROVEMENT DISTRICT  
AMENDED SCHEDULE OF RATES AND CHARGES**

**I. CONNECTION FEES:<sup>(1)</sup>**

|            |                              |
|------------|------------------------------|
| Group I    | \$ 2,980/Unit <sup>(2)</sup> |
| Group II   | 2,250/Unit                   |
| Group III  | 2,250/Unit                   |
| Group IV   | 2,250/Unit                   |
| Commercial | 12,940/Acre                  |

**II. SYSTEM DEVELOPMENT CHARGE (CITY OF NAPLES PASS THROUGH)<sup>(1)</sup>**

|             |             |
|-------------|-------------|
| Group I     | \$ 195/Unit |
| Group II    | 195/Unit    |
| Group III   | 195/Unit    |
| Group IV    | 195/Unit    |
| Commercial: |             |

| <u>METER SIZE</u> | <u>MINIUM EQUIVALENT<br/>UNITS PER METER SIZE</u> |
|-------------------|---|
| 5/8"              | 1   |
| 3/4"              | 1   |
| 1"                | 2.5   |
| 1 1/4"            | 4   |
| 1 1/2"            | 5   |
| 2"                | 10  |
| 3"                | 20  |
| 4"                | 30  |
| 6"                | 100   |
| 8"                | 175   |
| 10"               | 275   |
| 12"               | 475   |

**III. METER USE FEES<sup>(1)</sup>**

|            |                 |
|------------|-----------------|
| Group I    | \$ 250/Unit     |
| Group II   | 250/Unit        |
| Group III  | Actual Job Cost |
| Group IV   | Actual Job Cost |
| Commercial | Actual Job Cost |

PELICAN BAY IMPROVEMENT DISTRICT  
AMENDED SCHEDULE OF RATES AND CHARGES

(PAGE 2)

IV. USER RATES & CHARGES<sup>(1)</sup>


|             | <u>Minimum Monthly<br/>Capacity Charge</u> | <u>Commodity Fee<br/>Per 1,000 Gallons</u> |
|-------------|--|--|
| Potable     | \$7.38                                     | \$1.66                                     |
| Wastewater  | 7.93                                       | 1.06                                       |
| Irrigation  | 8.35                                       | .31  |
| Golf Course | 770.00                                     | .26  |

- 1) Incorporated by reference;  
Coopers & Lybrand Rate Study dated September 17, 1986.
- 2) Incorporated by reference;  
The Planned Unit Development Ordinance of Pelican Bay, PUD Collier  
County Ordinance 77-18, as amended, shall be used to define a "unit".

STATE OF FLORIDA }  
COUNTY OF COLLIER } ss.:

BEFORE ME, personally appeared SALVATORE C. SCUDERI to me well known and known to me to be the individual described in and who executed the foregoing Resolution as President of the PELICAN BAY IMPROVEMENT DISTRICT and acknowledged to me and before me that he executed such instrument and the seal affixed is the Corporate Seal of said Pelican Bay Improvement District and that it was affixed to said instrument by due and regulatory corporate authority.

WITNESS, my hand and official seal in the County and State last aforesaid, this twenty-fourth day of September, 1986.


  
Jean C. Smith  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXT. APP. 5, 1986  
BONDED THRU GENERAL INS. CO.

STATE OF FLORIDA }  
COUNTY OF COLLIER } ss.:

BEFORE ME, personally appeared WILLIAM N. BUTLER to me well known and known to me to be the individual described in and who executed the foregoing Resolution as Secretary of the PELICAN BAY IMPROVEMENT DISTRICT and acknowledged to me and before me that he executed such instrument and the seal affixed is the Corporate Seal of said Pelican Bay Improvement District and that it was affixed to said instrument by due and regulatory corporate authority.

WITNESS, my hand and official seal in the County and State last aforesaid, this twenty-fourth day of September, 1986.

  
Jean C. Smith  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXT. APP. 5, 1986  
BONDED THRU GENERAL INS. CO.