

Naples, Florida

September 16, 1987

LET IT BE KNOWN, that the Pelican Bay Improvement District met on this date in Regular Session at 4:00 P.M., in the Naples Federal Savings & Loan Building, Fifth Floor, 5801 Pelican Bay Boulevard, Naples, Florida, with the following members present:

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

ALSO PRESENT: Mr. Gary L. Moyer, District Manager; Mr. James P. Ward, Assistant District Manager; Mr. Joe McMackin, Attorney for the District; Mr. Harmon Turner, Consultant to the Board; Messrs. Tom Peek and Steve Means of Wilson, Miller, Barton, Soll & Peek; Mr. John Petty of the Pelican Bay Improvement District; Messrs. Byron Koste, Jack McKenna and Ms. Linda Lawson of Westinghouse Communities of Naples, Inc.; Mr. Dennis White, Attorney for Mr. John Hester; Mr. Frederick Hardt, Representative of the Pelican Bay Property Owner's Association and Attorney for Curtis Ivey; and Jean C. Smith, Assistant Secretary.

AGENDA

1. Roll Call.
2. Approval of Minutes of the Meeting held August 19, 1987.
3. Public Hearing:
 - A) Proposed Fiscal Year 1988 Rates & Charges
 - 1) Resolution Adopting the Rates & Charges
 - B) Fiscal Year 1988 Water & Sewer Budget
 - 1) Resolution Adopting Fiscal Year 1988 Water & Sewer Budget

AGENDA (CONT.)

4. Guaranteed Revenue Agreement.
5. Amendment to General Bond Resolution to Provide for an Increase in the Renewal & Replacement Account.
6. Consideration of Resolution Providing for the Payment of Directors & Officers Attorney's Fees.
7. Consideration of Award of Bids:
 - A) Water & Sewer Chemicals for Fiscal Year 1988
 - B) Water Management Chemicals for Fiscal Year 1988
8. Authorization to Bid Phase II Oakmont Line Distribution System.
9. Consideration of Engineering Proposal for Irrigation/Fire Flow Modifications on Crayton Road.
10. Consideration of Plat: Unit VII (Oakmont Phase II).
11. Consideration of Encroachment Agreement, Lot 1, Block A, Unit 4.
12. Consideration of Revisions to System IV, Lake VI, Water Management Easements.
 - A) Vacation of Easement
 - B) Grant of Easement
13. Engineer's Report.
 - A) Update on the Wastewater Treatment Plant Construction.
14. Manager's Report.
15. Confirmation of Invoices and Requisitions.
16. Supervisor's Requests.
17. Adjournment.

ROLL CALL

Mr. Scofield called the meeting to order at 4:00 P.M. and asked the record show all members present.

MINUTES OF MEETING OF AUGUST 19, 1987 - APPROVED AS PRESENTED

Mr. Frederick Hardt, the Attorney representing Mr. Curtis Ivey, asked to comment on the Minutes of August 19, 1987. He stated that he was bothered by some of the comments made in the Minutes and particularly those made by Mr. Moyer. He commented that on Page 2280 of the Minutes Mr. Moyer had stated that, "there was a fine point between when an Attorney no longer represented his Client and when he began to take on a vindictive attitude towards the adversary." Mr. Hardt took exception to any implication that he was vindictive against the Pelican Bay Improvement District. He

advised that he represented a Client and would aggressively represent his Client and he did not think Mr. Moyer's comments were appropriate.

Mr. Hardt also took exception to Mr. Moyer's comments on Page 2282 of the Minutes in which, "Mr. Moyer also suggested that some headway could possibly be made if the Iveys would come and talk to District Management instead of relying on their Attorney to solve this problem." Mr. Hardt suggested that this comment was inappropriate because if Mr. Ivey chose to be represented by an Attorney, he had this right and he did not think it should be suggested that Mr. Ivey's interests could be circumvented by going directly to him when he had Counsel and Mr. Moyer knew he had Counsel.

He also commented that on Page 2280 of the Minutes Mr. Moyer had stated that, "Mr. Hardt could contact all the agencies he wished but the District had done everything they could possibly do and if it was Mr. Hardt's desire that the District should be fined it would be the residents of Pelican Bay paying the fine." He advised that it was not his desire that the District be fined, rather it was his desire that his Client's interests be protected and that the District follow the law and if the District was fined perhaps the Board should look at their Management rather than blame this matter on him.

He stated that the Minutes also referenced that there was only one day that the flow records exceeded design capacity. As he understood it, the Permit capacity of the plant is 500,000 gpd and according to the information he was given by Mr. Ward, the records showed that the average flow during the season was 494,000 gpd and if the permit capacity was

500,000 gpd, obviously the District was in excess over the permit capacity for more than one day. Also, he stated he got the feeling from District staff that there really wasn't a problem with odor and stated that in the March 18, 1987 Minutes, Mr. Tom Peek had stated that the Sewer Treatment Plant was a source of the odors (Page 2046).

Mr. Scofield advised Mr. Hardt that his comments regarding the Minutes would be duly noted for the record.

Following Mr. Hardt's comments, Mr. Holtan moved, seconded by Mr. Hake and approved unanimously, the Minutes of August 19, 1987 as presented.

GUARANTEED REVENUE AGREEMENT

Mr. Moyer advised that Mr. Joe McMackin of Quarles & Brady had reviewed the Guaranteed Revenue Agreement and made some changes to the Agreement since the Agenda Packages had been distributed. Mr. Moyer suggested that it would be more appropriate to continue this item, as at this point in time, he would be hard pressed to tell the Board that they could get through the new agreement. He explained that the concept of the Agreement remained the same, whereby WCN agrees to provide funds in the form of connection fees or standby fees and the District agrees to provide certain services in the form of major distribution collection facilities, however, the language had changed. He advised the Board that staff had not yet received the revised Agreement but the new Agreement could be distributed to the Board the following day.

Mr. Scofield asked whether the Agreement affected the Water & Sewer Budget. Mr. Moyer replied that it did affect the Budget as the rates the Board would be adopting were necessary to implement the Water & Sewer

Budget and in order for the rates to be truly effective, the Board needed the Guaranteed Revenue Agreement.

Mr. Frederick Hardt, a representative the Pelican Bay Property Owner's Association, had several objections to the proposed Guaranteed Revenue Agreement between Westinghouse Communities of Naples, Inc. & the District. These objections, as prepared by the Pelican Bay Property Owner's Association, are attached hereto and made an official part of these Minutes. Upon completion of the presentation of these objections, Mr. Hardt offered to meet with Mr. Moyer and/or staff members to further discuss their objections.

Mr. Scofield advised Mr. Hardt that since the District was in the process of redrafting the Agreement, staff would take the objections under consideration.

Mr. McMackin advised Mr. Scofield that he desired to read Mr. Hardt's objections at length before commenting. He advised the Board that they must first determine whether they desired to enter into this Agreement to stabilize their relationship with WCN and if they so desired then an Agreement of this nature was something the Board might wish to proceed with. He further advised that if the Board did not desire to enter into such an Agreement, there would be no need to redraft the Agreement on a line by line basis. Ms. Moll advised Mr. McMackin that at a previous meeting of the Board, the Board had asked staff to draft a written Guaranteed Revenue Agreement with WCN for the security of the District and the Homeowners in Pelican Bay. Mr. Holtan suggested now that the Board had received the draft, some did not like the Agreement and the Board was not

committed to anything by asking for something to be prepared so they could take a look at it. It was his opinion that there was no need for the Guaranteed Revenue Agreement. Ms. Moll concurred and commented she was perfectly willing to continue to trust WCN to a handshake Agreement. Mr. Scofield suggested that since he had been sitting on the Board the District had experienced several years in which the projected connections had not been met and WCN had always contributed monies in these years. Mr. Hake commented that it had been agreed to by everyone on the Rate Study Committee that the District should have a written Guaranteed Revenue Agreement and that the Agreement was tied into the rates and the rates should not be passed and accepted until the Agreement was in place. He also advised that this had been agreed to without the advice of Counsel. It was his opinion that Mr. McMackin should take a look at whether the Agreement was legal and if the Agreement was indeed legal and the Agreement did not take away any of the District's powers, the Board should proceed with the adoption of such an Agreement.

Mr. Moyer offered a suggestion for the Board's consideration. He advised that with or without the Agreement, the District still needed to implement rates and adopt the Fiscal Year 1988 Water & Sewer Budget. He suggested that if it was Mr. McMackin's opinion that the Agreement was illegal then there would be no such Agreement, however, the District still needed rates and fees to operate the system. On the other hand, if Mr. McMackin determined the Agreement was legal, staff could proceed to work out the wording of the Agreement with Mr. Hardt and WCN so all parties were in agreement. Thus, it was his recommendation that the Board proceed with

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the adoption of the Fiscal Year 1988 Water & Sewer Budget and the new rates and charges and the Agreement be taken under consideration after its legality had been determined and after the redrafting of the Agreement.

At this time, the Board concurred that the meeting be opened for a Public Hearing for consideration of the rates and charges and the Fiscal Year 1988 Water & Sewer Budget.

PUBLIC HEARING:

Proposed Fiscal Year 1988 Rates and Charges

Legal Notice having been published in the Naples Daily News on August 31, 1987 and September 7, 1987, as evidenced by the Affidavit of Publication presented for the Record, a Public Hearing was held to consider the District's Fiscal Year 1988 Rates and Charges.

Mr. Scofield called for comments from the Board. Mr. Holtan asked whether these rates and charges were the rates and charges as were proposed by the Rate Study Committee. Mr. Moyer replied the proposed rate schedule was presented in the Updated Rate Schedule, dated September 1, 1987, as prepared by Coopers & Lybrand, in accordance with the instructions provided by the Rate Study Committee. Mr. Hake asked Mr. Moyer what happened to the surplus funds from Fiscal Year 1986 and why there was a \$400,000 surplus in Fiscal Year 1988. Mr. Moyer explained that the surpluses anticipated by the District for Fiscal Year 1988 resulted from higher than expected connections to the system. He advised that these surpluses would be utilized to construct major mains and lift stations within the District. He explained that the District had a proposed capital expansion program of approximately \$1,300,000, part of which would come

from these surpluses and part of which would come from future bank financing. He further explained that this was consistent with the Coopers & Lybrand Report. There were no additional comments by the Board.

Mr. Scofield called for comments from the Public. There being no comments from the Public, Mr. Scofield asked for a motion to close the Public Hearing. Mr. Hake moved, seconded by Mr. Holtan and approved unanimously, that the Public Hearing be closed.

At this time, Mr. Hake moved, seconded by Ms. Moll and approved unanimously, the Resolution adopting the schedule of rates, fee and charges as outlined in the Rate Study performed by Coopers & Lybrand, dated September 1, 1987, and the President and Secretary be authorized to sign the Resolution.

Fiscal Year 1988 Water & Sewer Budget

Legal Notice having been published in the Naples Daily News on August 31, 1987 and September 7, 1987, as evidenced by the Affidavit of Publication presented for the Record, a Public Hearing was held to consider the District's Fiscal Year 1988 Water & Sewer Budget.

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

At this time, Ms. Moll moved, seconded by Ms. MacAlister and approved unanimously, the Resolution adopting the Fiscal Year 1988 Water & Sewer Budget and that the President and Secretary be authorized to sign the

Resolution.

AMENDMENT TO GENERAL BOND RESOLUTION TO PROVIDE FOR AN INCREASE IN THE
RENEWAL AND REPLACEMENT ACCOUNT

At this time Mr. Moyer advised the Board that he had to turn the meeting over to Mr. Ward as he had a meeting in Tampa which required his attendance.

Mr. Ward recalled for the Board that this Amendment would allow the District to eliminate the 10% Reserve Requirement from the rates and at this time recommended the Board defer action on this item until the October Meeting. He advised the Board that he had recently learned from Bond Counsel that there had been some recent Court decisions regarding the new IRS regulations instituted in 1986 and they were researching this matter before issuing a written opinion on this Amendment. Mr. Hake commented that he was under the impression that Bond Counsel had already given their written approval during the Rate Study Meetings regarding the elimination of the 10% reserve requirement. Mr. Ward replied that this was indeed so, however, with the recent Court decisions they were studying the issue further. Mr. Hake asked why this matter had not been brought to the Board's attention prior to their vote on the new rates and charges, as these rates and charges were dependent upon this Amendment. Mr. Ward commented that the rates that had just been approved were somewhat higher than the previous rates in effect and there might not need to be an additional increase in the rates if there was a problem with the 110% requirement. He advised that he was comfortable with the fact that the District would meet its revenue requirements in the Bond Resolution with the recently approved rates.

Mr. Hake asked whether Coopers & Lybrand should revise their figures to determine if the current rates and charges were sufficient if, according to the recent IRS rulings, the Board must return to the 110% reserve requirement. He also asked Mr. Ward whether there had been any discussions regarding this possibility. Mr. Ward advised that he had just been advised of this matter by Bond Counsel late Monday afternoon and had talked to them again five minutes before the meeting and they were still evaluating the issue and were not ready to render an opinion. He commented that he would keep the Board informed as to Bond Counsel's opinion.

The Board agreed to defer this item until the October meeting.

CONSIDERATION OF RESOLUTION PROVIDING FOR THE PAYMENT OF DIRECTORS AND OFFICERS ATTORNEY'S FEES

Mr. Ward advised the Board that a copy of this Resolution had been provided in their Agenda package and was in similar form as the Resolution implemented by Collier County calling for payment of legal fees and any judgements that might come to the Board or administrative staff. Mr. Ward stated that the Resolution had been reviewed by Mr. McMackin.

Mr. Hake commented that he had recently learned that the Board and administrative staff were protected under Florida Law and that the State prohibited awards in excess of \$100,000. Mr. Hake suggested that if the District purchased Directors & Officers Liability Insurance above \$100,000, they could be sued up to the policy limits. He commented that if Mr. McMackin advised the Board that this Resolution was sufficient under the Florida Statutes and the Board could not be sued for more than \$100,000, then he saw no reason to purchase Directors and Officers Liability Insurance. He asked Mr. McMackin to review this Florida Statute

and advise the Board on this matter. Mr. Ward advised that the Resolution under consideration would still be appropriate as the Board was still exposed to the limits of the Sovereign Immunity Statute of the State of Florida which is \$100,000 per person, \$200,000 per occurrence.

Ms. MacAlister asked Mr. McMackin whether this Resolution covered a Board members actions after their term had expired or whether it covered a Board member only while they were sitting actively on the Board and whether it covered actions made by a Board member during their term when they were no longer on the Board.

Mr. McMackin's opinion was that the Agreement would protect the Board members for their actions while they were on the Board and if those acts arose at a later date but before the Statute of Limitations expired, he believed that the intent of the Resolution could be clarified if it was the Board's desire.

Mr. Scofield asked whether the District had received the extra time extension (90 days to 180 days) in which they must notify the insurance company as to any potential suit which the Board had requested at a previous meeting. Mr. Ward advised that he had recently talked to Mr. Benson and he was unsuccessful in obtaining the extension in the time limit of the policy from 90 days to 180 days and Mr. Benson was currently looking to other carriers to provide a Directors & Officers Liability Policy which would include the requested provisions.

Mr. Holtan asked Mr. Ward if Mr. Benson could be present at the October meeting. Mr. Ward replied that he would ask Mr. Benson to attend the next meeting.

At this time, Ms. MacAlister moved, seconded by Mr. Holtan and approved unanimously the Resolution Providing for the Payment of Directors & Officers Attorney's Fees to be amended to provide for coverage of any acts made by a Supervisor while actively sitting on the Board.

CONSIDERATION OF AWARD OF BIDS

Water & Sewer Chemicals For Fiscal Year 1988

Mr. Ward explained that bids were taken on September 11, 1987 for chemicals which are used for the water and wastewater operations of the District. Two bids were received, one from Van Waters & Rogers, Inc. and one from PB&S Chemical Co. The low bidder was PB&S Chemical Co., in the amount of \$26,824.00, for the chemicals needed for Fiscal Year 1988. Mr. Ward stated PB&S Chemical Co. has supplied chemicals to the District for the past several years and has always supplied chemicals of good quality.

Mr. Holtan asked why there was such a discrepancy between the two bidders in the total amount bid. Mr. Ward replied that PB&S has always been extremely interested in governmental business and has generally always provided bids which have been much lower than their competition.

At this time Mr. Holtan moved, seconded by Ms. Moll and approved unanimously that Award of the Contract for the chemicals for the water and wastewater operations of the District for Fiscal Year 1988, be made to PB&S Chemical Co., in the amount of \$26,824.00.

Water Management Chemicals For Fiscal Year 1988

Mr. Ward stated that bids had been taken on September 11, 1987, for the purchase of the herbicides used in the District's aquatic treatment program. A bid tabulation was distributed to the Board and, at this time,

Mr. Ward recommended that award be made to Helena Chemical Co., the low bidder in each of the chemical categories. He advised that Helena Chemical Co. has supplied aquatic chemicals to the District in the past and the products have been of good quality and Helena's service has been satisfactory.

Following further discussion, Mr. Holtan moved, seconded by Mr. Hake and approved unanimously, that Award of Contract for the chemicals for the aquatic weed control treatment program for Fiscal Year 1988, be made to the low bidder Helena Chemical Co., in the amount of \$27,299.50.

AUTHORIZATION TO BID PHASE II OAKMONT LINE DISTRIBUTION SYSTEM

Mr. Ward recalled for the Board that at the July, 1987 meeting, the Board authorized Wilson, Miller, Barton, Soll & Peek to design the Phase II Oakmont Line Distribution System, however, at that time the Board desired to defer bidding the project until staff was able to review the complete water and sewer system with the Board. As such, at the August 19th meeting, staff presented a Master Plan Update Engineering Report which reviewed the District's Utility System and, therefore, Mr. Ward felt it was appropriate at this time to authorize the Engineer's to bid the project in accordance with their original Engineering Proposal. Mr. Ward advised that the funding for the construction of this project would come from the surplus funds from the operations of the water & sewer system.

At this time, Mr. Hake moved, seconded by Ms. Moll and approved unanimously, that Wilson, Miller, Barton, Soll & Peek be authorized to bid the Phase II Oakmont Line Distribution System.

CONSIDERATION OF ENGINEERING PROPOSAL FOR IRRIGATION/FIRE FLOW MODIFICATIONS ON CRAYTON ROAD

Mr. Ward recalled for the Board that as part of the Master Plan Update that had been presented to them at the August 19, 1987 meeting, the Engineers had recommended that the District modify the irrigation and fire flow line to the Crayton Road area in order to meet fire flow requirements.

At this time, Mr. Tom Peek of Wilson, Miller, Barton, Soll & Peek, Inc. requested the Board defer any action on their proposal for the design of this line. He indicated that they were in receipt of some additional information since the time the Master Plan Update had been prepared which might indicate that the line will not have to be installed. He explained that in their original analysis they used 2,500 gpm as the fire requirement at the southern end of Crayton Road and since this analysis they had been told that the regulatory agencies may only require 1,500 gpm. He explained that if they could substantiate this information, the District would not have to construct the irrigation/fire flow line. He requested that WMBS&P be given another 30 days in order to obtain more definitive information from the regulatory agencies to verify these pressures.

Mr. Hake asked how there could be such a discrepancy in the pressures. Mr. Peek replied that the original information that had been supplied indicated that the Registry would be required to have a fire pump which would supply 2,500 gpm and this was pre-design information from which WMBS&P ran their analyses. He explained as they delved into the matter further, Mr. Petty found out that the Registry had only been required to put in a 1,500 gpm fire system and thus current pressure would be

sufficient. Mr. Peek advised that at this time it was unclear whether they had to design a system to carry the 1,500 gpm pressure in addition to a fire hydrant outside of the Registry and if both had to be carried simultaneously, the line would have to be constructed.

Mr. Hake asked whether PBS&J had been contacted to find out why the line had originally been designed the way it had been. Mr. Ward replied that he had written a letter to PBS&J after the last meeting and had talked to Mr. Bill Todd who advised him that he would research the matter. Mr. Ward advised that to date he had not heard back from him. Mr. Ward advised that he would report Mr. Todd's response to the Board prior to any work being performed.

Following further discussion, the Board deferred action on the Engineering Proposal.

CONSIDERATION OF PLAT: UNIT VII (OAKMONT PHASE II)

Mr. Ward explained that this plat was a continuation of the Oakmont Single Family Subdivision and the District's review of the plat consisted of assuring that the plat was in accordance with the District's overall Water Management Plan and the District could accept the drainage that would be coming from the streets, roads and home sites into the District's drainage system. Mr. Ward advised that the Plat had been reviewed by Wilson, Miller, Barton, Soll & Peek, Inc., who found it to be in substantial conformance with the requirements of the District's Water Management facilities.

There being no additional comments from the Board, Ms. Moll moved, seconded by Mr. Hake and approved unanimously acceptance of the Unit

VII (Oakmont Phase II) Plat.

CONSIDERATION OF ENCROACHMENT AGREEMENT, LOT 1, BLOCK A, UNIT IV

Mr. Ward explained that during the construction of the home located on Lot 1, Block A, Unit 4, the builder inadvertently encroached into a portion of the District's easement. The Encroachment Agreement, along with the survey of the property, was included in the Agenda package. Mr. Ward explained that the Encroachment Agreement allowed for a bathroom and an air conditioning pad to sit in a portion of the District's easement. He advised that the easement contained a 4" irrigation/fire flow line and served as a loop for part of the system in the Unit 1, Unit 4 area. He further advised that he and Mr. Peek had reviewed the survey and didn't anticipate any problems and thus recommended approval of the Agreement.

Mr. Dennis White, the Attorney representing Mr. John Hester, the purchaser of the home, explained that his first reaction upon reviewing the Agreement was it was more in the nature of a License Agreement. His main concern was that the covenant run with the property because the full impact of the Agreement would not be felt until the sale of the property by Mr. Hester and Mr. Hester could run into trouble finding a ready, willing and able buyer because of the encroachment. He requested assurance from the Board that the Agreement be in the nature of a covenant that ran with the property or an easement upon an easement.

He proposed that the Agreement be modified to reflect an actual covenant that would run with the land and distributed a copy of a modified Agreement which he had prepared. Briefly, he stated that he had added language to the Agreement which stated that the District was willing to

permit the encroachment reflected on the Exhibit as long as the improvement remained in existence. Thus, if the property was ever destroyed, torn down or removed, the easement would revert back to the District. He also added language to the Agreement which stated the District would not have the right to require or cause to be removed the improvement that encroached on the easement. He again emphasized that his main concern was that Mr. Hester retain a right in itself that could be conveyed with the property.

Mr. Hake asked why the Encroachment Agreement was with BUILDER rather than Mr. Hester. Mr. White replied that the Agreement was with the Builder, its successors and assigns. Mr. McMackin further explained that the Agreement would be with Bayside Builders, Inc., as they were the current owner of the property and selling the home to Mr. Hester, the potential buyer.

Mr. Hake asked who the responsible party would be if the water line broke and damaged the structures within the easement. Mr. White explained that the District's draft Encroachment Agreement was very restrictive and via the Agreement, District approval was even needed for maintenance work done to the structures.

Mr. White advised the Board that time was of the essence in this matter as the Hesters desired to close on this property in the next few days. Mr. Ward suggested that the Board could approve the proposed Encroachment Agreement drafted by Mr. White subject to the review and approval by Mr. McMackin.

In response to concerns by Mr. Holtan, Mr. Ward explained that the line was a 4" main and he and Mr. Peek did not feel there would be any

substantial impact to the property if the line broke, as it was located 4' away from the structure. In response to a question by Mr. Scofield, Mr. McMackin replied that he had no objection to the Agreement as prepared by Mr. White. He advised that once the Board acted upon Mr. White's Agreement, however, the District would have no future claim on the portion of the building which encroached on the easement.

Ms. Moll asked Mr. Peek whether the encroachment in any way interfered with the District's lines. Mr. Peek replied that it caused no interference as the line was already constructed.

In response to a concern by Mr. Hake, Ms. MacAlister suggested that Paragraph 2 of the Agreement gave the District the right to repair, maintain and install the facilities located within the easement and the removal and re-installation of any facilities owned by the Builder permitted would be at Builder's expense. Mr. Ward also advised that the Agreement provided that the Builder agreed to hold the District harmless and the Builder would be responsible for maintenance of the improvements made within the easement.

Following this discussion, Ms. MacAlister moved, seconded by Mr. Holtan, with Mr. Hake voting Nay, and approved, the Encroachment Agreement for Lot 1, Block A, Unit 4, as revised by Mr. White, subject to review by Mr. McMackin.

CONSIDERATION OF REVISIONS TO SYSTEM IV, LAKE VI, WATER MANAGEMENT EASE-
MENTS

Vacation of Easement
Grant of Easement

Mr. Ward stated that this request was to conform the easement around the lake with the plat of Unit VII. Mr. Ward explained that when an

area is platted, staff's normal procedure would be to request the Board to modify the lake to correspond to the plat boundaries and to obtain the necessary easements up to the road rights-of-way to allow the District access into the lakes and its Water Management System. He stated that the amount of land involved was approximately .2 of an acre and he advised that the Grant and Vacation had been reviewed and approved by Wilson, Miller, Barton, Soll & Peek and at this time recommended approval of the documents.

With no further discussion, Mr. Holtan moved, seconded by Ms. MacAlister and approved unanimously the Vacation of Easement for System IV, Lake VI and the acceptance of the revised Grant of Easement from Westinghouse Communities of Naples for System IV, Lake VI.

ENGINEER'S REPORT

Update On The Wastewater Treatment Plant Construction

Mr. Peak of Wilson, Miller, Barton, Soll & Peek showed the Board updated aerial photographs of the Wastewater Treatment Plant and handed out an updated Construction Progress Schedule. Mr. Peak recalled for the Board that over the past several meetings it had been reported to the Board that parts of the construction project were behind schedule. He advised that, to date, the Contractor still had not made up any progress, however, in a recent meeting with the Contractor, Metro Construction, they still claimed they could meet the substantial completion date of November 9, 1987. However, Mr. Peek and District staff were very concerned that Metro Construction would not be able to meet the substantial completion date as there was a lot of work to be made up. He advised that it would be in the best interests of the District to formally write the Contractor a letter

identifying the terms of the Contract and outlining the consequences if the substantial completion date was not met and then forward a copy of the letter to their Bonding Company. He stated that this would put everyone on notice as to the severity of the Contractor overrunning the Contract time.

In response to a question by Mr. Holtan, Mr. Ward replied that the liquidated damages were \$300.00 per calendar day. Mr. Peek explained it was not the \$300.00 per day that was going to get the Contractor's attention but rather the Bonding Company's attention. Mr. Peek advised that the main problem seemed to be the number of people working on the site.

Mr. Hake asked Mr. Peek if writing the letter would cause the Contractor to leave the job and asked whether there was sufficient money remaining in the Contract to complete the project. Mr. Ward advised that there was enough money remaining in the Contract to complete the project. Mr. Peek stated that WMBS&P would be negligent if they failed to advise the District that they should, at this time, put the Contractor on notice. He explained that the Engineers and Mr. Petty review the payment requests very carefully to try and guard against overpayment to the Contractor and to insure that sufficient monies remain in the balance of the Contract to complete the project. He also explained the Bonding Company would be available if this were not the case. He explained that a letter to the Contractor with a copy to the Bonding Company might impress upon Metro the necessity of getting a proper work force on the project in order to complete the project on time and also to instill the fear of the Bonding Company and the possibility of putting their bonding capabilities on future

projects in jeopardy.

Mr. Scofield asked whether, in accordance with the Board's instructions at a previous meeting, the Contractor was being paid for materials stored on site. Mr. Ward replied that he was being paid for materials on site and the main problem was that the Contractor could not find people available in Collier County to work on the project.

Ms. Moll commented that she felt it was appropriate for staff to notify the Contractor and their bonding company of the District's concerns, however, she did sympathize with the Contractor that there was a shortage of labor in Collier County.

Mr. Ward further advised that the Contractor did not have a problem with lack of equipment or materials, just labor.

The Board was in concurrence that a letter be written to Metro Construction & Equipment Co., to put them on notice of the District's concern that the substantial completion date of November 9th, 1987 would not be met.

At this time, Mr. Peek recalled for the Board that at the last meeting the Board asked them to investigate whether the Utility Site was large enough to handle the future expansion of the District's facilities. He presented an enlarged site plan of the Utility Site which showed the existing facilities, the facilities currently under construction and the future expansion facilities. He advised that WMBS&P had looked at the locations of all the facilities and the construction requirements for minimum distances around the future facilities (minimum requirement - 20' away from the structure).

Mr. Peek advised that WMBS&P's concluded that, based on today's regulatory requirements, the Utility Site is adequate to build all of the facilities as shown on the Master Plan on the existing site.

Mr. Scofield asked whether the new chlorination system was in place. Mr. Petty responded that the temporary chlorination facilities were in place on the new tank but were not operational as the raw water line had not passed the pressure test and thus the line had to be reinstalled by the Contractor.

MANAGER'S REPORT

Mr. Ward reported on his recent discussions with Mr. Tom Benson regarding insurance coverage. Mr. Ward stated that Mr. Benson had been unsuccessful in extending the discovery clause date from 90 to 180 days for the Directors and Officers Liability Insurance. Regarding the Pollution Liability Insurance, he advised that one company had declined to provide the District with a quotation and Mr. Benson was still waiting on quotes from other companies. He was also still working on the higher umbrella coverage from \$5,000,000 to \$10,000,000. He advised that this issue would be scheduled for a topic of discussion at the next meeting.

Mr. Hake asked whether it was possible to have all of the District's Employees covered under the Resolution Providing for the Payment of Directors & Officers Attorney's Fees. Mr. Ward replied that he would have Mr. McMackin check into this and report back at the next meeting.

CONFIRMATION OF INVOICES

Water/Sewer Operating Summary and Invoices For August 1987 - Approved As Presented

Regarding the repair costs associated with replacement of the

fire hydrant on Contract D-11, Mr. Scofield asked Mr. Petty to write to the manufacturer of the fire hydrant to see if they would offer any relief for replacement of the hydrant. Mr. Ward replied that they would be happy to do so.

Regarding the operating summary, Mr. Hake stated that there had been significant notification by WCN to the builders and developers in Pelican Bay informing them that the connections fees were going to be raised. He asked how this notification affected the Fiscal Year 1987 Budget and the projected figures in the Fiscal Year 1988 Budget. He asked whether there would be a shortfall in the Budget some where down the road due to this notification. Mr. Ward replied this would have no affect on the future Budgets.

At this time, Mr. Hake moved, seconded by Ms. Moll and carried unanimously, that the Water/Sewer Operating Summary and Invoices for August, 1987, be approved as presented.

Water Management Operating Summary and Invoices For August 1987 - Approved As Presented

Ms. MacAlister asked when the water hyacinths would be placed in the Tierra Mar Lake. Mr. Ward explained that staff had been having a hard time finding hyacinths that were not infected with insects and they would be placed in the lake as soon as they could find the appropriate hyacinths.

At this time, Mr. Hake moved, seconded by Ms. Moll and carried unanimously, that the Water Management Operating Summary and Invoices for August, 1987, be approved as presented.

CONFIRMATION OF REQUISITIONS

At this time the following Certificates Of Payment were presented for approval by the Board:

<u>CERTIFICATE NO.</u>		<u>CONTRACTOR</u>	<u>AMOUNT</u>
1985 Bond Proceeds Convert Irrigation Tank to Potable Tank	No. 137	Wilson, Miller, Barton, et. al	1,425.00
1985 Bond Proceeds Utility Site Improve- ments & Instrumentation	No. 138	Wilson, Miller, Barton, et. al	691.90
1985 Bond Proceeds Update Master Plan	No. 139	Wilson, Miller, Barton, et. al	7,730.00
1985 Bond Proceeds WWTP - Construction Services	No. 140	Post, Buckley, Schuh & Jernigan	5,559.90
1985 Bond Proceeds WWTP - Construction	No. 141	Metro Equipment & Construction	234,892.00
TOTAL AMOUNT ALL INVOICES			\$ 250,298.80

Mr. Scofield asked whether Post, Buckley, Schuh & Jernigan, Inc. was doing anything to help speed up the Contractor. Mr. Ward explained that this has largely been handled by District staff. Mr. Hake asked why PBS&J was being paid when they were not doing their job. Mr. Ward advised that PBS&J had to certify the project and he explained they were doing their job in terms of what they were supposed to be doing to certify the job, however, they are not putting forth any extra effort.

Mr. Scofield asked whether administration, WMBS&P and Mr. Turner felt there was enough money left in the contract for completion of the Wastewater Treatment Plant. Mr. Ward explained that the total Contract was \$2,670,000 and approximately \$750,000 remained in the Contract. He further advised that according to their current Requisition For Payment, 71% of the project had been completed and 71% of the contract time had elapsed.

Mr. Koste suggested that one could be fooled with the dollars remaining in the Contract because of the materials stored on site. He explained that to look at the true percentage of completion one should extract the cost of the materials and look at the percentage of completion from a labor standpoint.

Following further discussion, Ms. Moll moved, seconded by Ms. MacAlister, with Mr. Hake voting nay, and approved, the Certificates of Payment as presented.


SUPERVISORS REQUESTS

Mr. Hake asked why the installation of the Street Lights on West Boulevard was taking so long. Mr. Ward explained that the light poles take three to four months to arrive from the manufacturer and they would not arrive on site until January or February of 1988. Mr. Hake asked whether it would be prudent to stockpile these poles for future projects. Mr. Ward replied that staff would take this suggestion under consideration.

Mr. Scofield asked whether there were any further developments on the water deposit issue. Mr. Ward explained that Mr. McMackin would be reviewing this matter and this item would be scheduled on the October or November agenda.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned. Time: 6:30 P.M.



MR. MILES B. SCOFIELD
PRESIDENT
PELICAN BAY IMPROVEMENT DISTRICT

**OBJECTIONS OF PBPOA TO PROPOSED GUARANTEED REVENUE AGREEMENT
BETWEEN WESTINGHOUSE AND PBID**

1. Florida Law 74-462, Section 44 as amended, establishes procedures for the adoption and collection of fees, collection rates and other charges known as "revenues". Subsection (1) authorizes PBID to "prescribe, fix, establish and collect rates, fees, rentals or other charges, and to revise the same from time to time, for the facilities and services furnished by the district,...including but not limited to...water and sewer systems, and to recover the cost of making connection with any district facility or system." Therefore, PBID has the authority under state law to make connection fees, standby charges, and other fees or charges necessary to pay for the expenditures which PBID will be obligated to provide under the Guaranteed Revenue Agreement. If PBID has this statutory power, why is it necessary to have any agreement?

2. The Guaranteed Revenue Agreement provides for certain "minimum connection fees" and "standby fees" as set forth in Exhibit "E" of the agreement. However, the list of exhibits appended to the agreement list Exhibit "E" as an "Engineering Design Agreement". The actual Exhibit "E" attached to the proposed agreement is entitled "Construction Financing Agreement". No where in the exhibits attached to the proposed agreement is there any schedule of the proposed connection fees or standby fees. Therefore, it is impossible to determine from the information furnished whether the fees are more, less or the same as fees charged to other users in the district.

3. Subsection (2) of Section 44 provides that "no such rates, fees...or other charges for any of the facilities or services of the district shall be fixed until after public hearing at which time all the users of the proposed facilities...and all other interested persons shall have an opportunity to be heard." "Notice of such public hearing setting forth the proposed schedules of rates, fees...and other charges shall have been published in a newspaper in the county and of general circulation in the district at least once at least ten (10) days prior to such public hearing." The connection fees and standby fees proposed in the Guaranteed Revenue Agreement have not been published at least ten (10) days prior to the hearing. In fact, the proposed fees have apparently not been furnished to the district supervisors prior to the hearing.

4. Subsection (3) of Section 44 provides that "such rates, fees,...and charges shall be just and equitable and uniform for users of the same class..." Of course, without knowing the proposed fees we are unable to determine whether the proposed rates, fees or charges are discriminatory (as they were in the case of the Golf Course Irrigation Agreement)

5. Subsection (4) of Section 44 requires PBID to impose such "rates, fees...or other charges...as will produce revenues...at least sufficient to provide for...all expenses of operation and maintenance of such facility or service" and "to pay when due all bonds and interests thereon" and "to provide for any funds which may be required under the resolution...authorizing the issuance of bonds...". In otherwords, PBID is obligated by law to establish necessary rates, fees or other charges sufficient to cover the cost of any facilities put in by a developer or to meet any debt service requirements. There is no need for this General Revenue Agreement - assuming of course that PBID complies with its statutory obligations under the enabling statute!

6. The effect of the General Revenue Agreement is to "legislate away" the statutory duties imposed upon the PBID Board. The rate making power is a police power which has been delegated by the state to PBID. As a general rule of municipal law, police powers can not be contracted away. As a matter of good public policy, PBID should not contract away its right to collect fees or charges thereby binding subsequent Boards. In this regard, note that subsection (1) provides that PBID is "to revise the same (rates, fees or charges) from time to time." This is why we go through the budget process every year. In effect what the proposed agreement does is "lock in" PBID to certain fees into the future. This simply is not good public policy and in effect constitutes a "giving up" of the police power of the Board.

7. Paragraph 3(a) of the proposed Guaranteed Revenue Agreement provides that Westinghouse shall purchase additional connection fees if the revenues to the district are not sufficient to cover the debt service. If the revenues for the debt service are not properly funded, the appropriate procedure for the Board is to establish fees (in particular standby fees) to cover such a short fall. Furthermore, the agreement provides in 3(a) that "in any year in which available funds in the districts trustee held system expansion fund exceed \$150,000.00, district shall use such excess amount toward payment of the minimum connection fee." In otherwords, the expansion fund may contain enough funds to completely satisfy the obligation of Westinghouse to pay any connection fees at all. This would in effect permit the burden for the payment of these connection fees to be shifted from Westinghouse to all taxpayers in the district. Not only is this provision grossly unfair and inequitable it is probably illegal.

8. Paragraph 3(b) of the proposed Guaranteed Revenue Agreement provides that at its option, Westinghouse may pay the standby fees in lieu of connection fees or monthly capacity fees. This provision is also discriminatory and probably illegal.

9. Paragraph 3(c) of the proposed Guaranteed Revenue Agreement also makes provisions with respect to additional connection fees which shall be agreed upon between Westinghouse and PBID. This provision is unenforceable as under contract law an "agreement to agree" means nothing unless the essential necessary elements of the contract exist.

10. Paragraph 5 of the proposed Guaranteed Revenue Agreement obligates PBID to provide services to the property developed by Westinghouse as and when needed. There is no reason for PBID to contractually obligate itself in this regard. Also, paragraph 2(a) obligates the district to take "all steps necessary to secure financing to construct or otherwise provide the...facilities in a reasonably timely manner so that the availability of such facilities coincides, as much as practicable, with developer's plans for development of the property." Why is it necessary for the district to create this contractual obligation upon itself? Again, we think this is a poor policy particularly when future Boards are going to be obligated by this contract. Simply stated, this contract is not necessary - assuming of course that PBID is willing to comply with its statutorily imposed obligations!

11. Paragraph 14 of the proposed Guaranteed Revenue Agreement provides that if for any reason PBID fails to perform the services for 60 days, Westinghouse does not have to pay the guaranteed revenue. Again, there is no sound policy reason for imposing this potential obligation on the taxpayers.

12. As a general rule valid contracts require consideration. This means that each party must give up something in exchange for something else. We fail to find how PBID is receiving any kind of consideration from Westinghouse under this contract as PBID already has the rate making powers to fully fund the requirements for additional water and sewer lines required by Westinghouse.

PELICAN BAY IMPROVEMENT DISTRICT
 WATER/SEWER INVOICES
 AUGUST 1987

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Alpha Chemical	Janitorial Supplies	39.00
Aubrey Rogers	Wellfield Security	1,548.33
B-B Builders	R.O. Plant Supplies	265.58
B & H Sales	Meters & Meter Supplies	1,146.95
Bay Electric	Electrical Repair Work	781.99
Bob's Handyman Service	Repair Meter Vault & Brick Work 527 Bay Villas Lane	318.45
Tracy H. Bolesky	W/S Portion Legal Services to 7/20/87	460.00
Brayton, Kathy	W/S Portion Reimbursement for Travel Expenses & Office Supplies	9.55
City of Naples	Water Service 7/1/87 - 8/1/87	13,608.43
Coastline Equipment Co.	Repair Backhoe	1,106.33
Coast Pump & Supply	Irrigation Supplies	58.95
Coopers & Lybrand	Attendance At Rate Study Committee - Paul Cumisky & Preparation of Rate Study	6,470.78
Coral Springs Improvement District	W/S Portion July Dental Insurance & August Health Insurance	510.20
Coral Springs Improvement District	W/S Portion May - June Office Services	57.76
Federal Express Corp.	W/S Portion July & Aug. Courier Service	53.63
Ferguson Underground	Irrigation Supplies	269.00
File One	W/S Portion July & Aug. Office Supplies	42.90
Fischer Scientific	Laboratory Supplies	122.53
Florida Power & Light	W/S Portion July Electric	9,971.84
Florida Power & Light	W/S Portion August Electric	3,285.19
Frame Gallery	W/S Portion Frame Aerial Pelican Bay	27.54
Fred S. James & Co.	W/S Portion Umbrella Coverage	1,258.80
Gulf Shore Associates	W/S Portion August Rent	842.97
IBM	W/S Portion Typewriter Ribbons & Diskettes	102.45
J.N. Environmental	W/W Analyses	275.00
Johnson Paints, Inc.	Paint - Plant	158.23
Mitchell & Stark Const.	Repair Fire Hydrant Pelican Bay Blvd.	1,779.00
North Trail Auto Parts	W/S Portion Transportation Supplies	18.79
PB&S Chemical Co.	Chemicals	642.70
Pine Ridge Rental	Rent Compressor	48.00
Robbins Telephone Answering Service	W/S Portion August Answering Service - R.O. Plant	34.59
Sears, Roebuck & Co.	Air Conditioner & Vacuum - R.O. Plant	667.58
Sir Speedy	Business Cards	39.47
Smith Aerial	Aerials Photographs WWTP - July & August	201.00
The Office	Shipping Charges	6.60

PELICAN BAY IMPROVEMENT DISTRICT
 WATER/SEWER INVOICES
 AUGUST 1987
 (PAGE 2)

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Tri County Blueprint	Blueprints	3.12
United Telephone	W/S Portion July Telephone	313.48
United Telephone	W/S Portion August Telephone	263.04
Weavers Office Supply	W/S Portion July & Aug. Office Supplies	88.68
Weavers Office Supply	W/S Portion IBM Typewriter Maintenance Agreement	46.50
Wesco	Electrical Supplies	57.00
Westinghouse Communities Of Naples, Inc.	W/S Portion Copies - January 26, 1987 Thru May 30, 1987	78.82

PELICAN BAY IMPROVEMENT DISTRICT
WATER MANAGEMENT INVOICES
AUGUST 1987

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Asgrow Florida Co.	Lake Maintenance Chemicals	99.14
Tracy H. Bolesky	W/M Portion Legal Services to 7/10/87	290.00
Brayton, Kathy	W/M Portion Reimbursement for Travel Expenses & Office Supplies	9.57
Coral Springs Improvement District	W/M Portion July Dental Insurance & August Health Insurance	510.20
Coral Springs Improvement District	W/M Portion May & June Office Services	57.77
Federal Express Corp. File One	W/M Portion July & August Courier Service	53.62
Florida Power & Light Frame Gallery	W/M Portion July & August Office Supplies	42.91
Fred S. James & Co.	Crayton Road Sprinkler Clock - July	9.14
Gulf Shore Associates	Frame Aerial Photo Pelican Bay	27.54
Helena Chemical Co.	W/M Portion Umbrella Coverage	629.40
IBM	W/M Portion August Rent	842.97
Jacaranda Landscape	Lake Maintenance Chemicals	1,305.00
Jacaranda Landscape	W/M Portion Typewriter Ribbons & Diskettes	102.45
Naples Daily News	July R-O-W Maintenance	14,773.87
Naples Federal	Replanting Program	11,604.50
North Trail Auto Parts	Legal Advertising	15.01
PBID W/S Account	Meeting Room Rental July 1 & 15, 1987	100.00
PBID W/S Account	W/M Portion Transportation Supplies	18.80
Robbins Telephone Answering Service	R-O-W Maintenance 6/15/87 - 7/15/87	1,257.42
Sir Speedy	R-O-W Maintenance 7/15/87 - 8/15/87	1,932.92
Spectrum Laboratories	W/M Portion August Answering Service - R.O. Plant	34.59
Stanark Plastics, Inc.	W/M Portion Business Cards	39.48
United Telephone	July Lake Samples	154.00
United Telephone	Floats for Nets (Water Hyacinth Program)	1,025.00
W.H. Turner	W/M Portion July Telephone	215.31
W.H. Turner	W/M Portion August Telephone	263.04
Weavers Office Supply	June Consultation Services	300.00
Weavers Office Supply	July Consultation Services	250.00
Westinghouse Communities Of Naples, Inc.	W/M Portion July & August Office Supplies	88.69
	W/M Portion Maintenance Agreement - IBM Typewriter	46.50
	Copies - January 26, 1987 Thru May 30, 1987	78.82

PELICAN BAY IMPROVEMENT DISTRICT
WATER AND WASTEWATER OPERATING SUMMARY
AUGUST 1987

	<u>MONTH TO DATE</u>				<u>YEAR TO DATE</u>		
	<u>FISCAL YEAR 1986 BUDGET</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCE FAVORABLE (UNFAVORABLE)</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCE FAVORABLE (UNFAVORABLE)</u>
<u>CHARGES FOR SERVICES</u>							
Connection Fees	\$ 830,750	24,630	217,400	192,770	281,630	1,087,071	805,441
Meter Use Fees	28,250	2,000	11,250	9,250	25,250	103,880	78,630
<u>USER REVENUE</u>							
Water	482,866	41,196	42,034	838	439,579	470,068	30,489
Sewer	395,998	33,717	35,439	1,722	360,169	388,608	28,439
Irrigation	368,298	31,206	33,872	2,666	334,684	334,611	(73)
<u>TOTAL REVENUE</u>	<u>\$2,106,162</u>	<u>132,749</u>	<u>339,995</u>	<u>207,246</u>	<u>1,441,312</u>	<u>2,384,238</u>	<u>942,926</u>
<u>PROFESSIONAL FEES</u>							
Engineering	\$ 18,000	0	1,427	(1,427)	13,500	10,666	2,834
Legal	15,000	1,250	460	790	13,750	14,965	(1,215)
Audit	8,058	0	0	0	8,058	8,058	0
Trust	6,584	0	0	0	6,584	6,584	0
<u>SYSTEM OPERATING EXPENSES</u>							
Office	33,367	1,948	2,108	(160)	31,418	25,356	6,062
Billing	2,484	207	0	207	2,277	0	2,277
Insurance	28,227	0	1,259	(1,259)	28,227	28,227	0
Payroll	130,238	10,018	8,376	1,642	120,216	95,985	24,231
Transportation	9,750	812	27	785	8,937	1,673	7,264
Water Quality	18,183	1,515	398	1,117	16,665	12,162	4,503
Repairs & Maintenance	100,100	4,092	7,564	(3,472)	96,008	86,120	9,888
Electric	124,103	9,976	13,257	(3,281)	114,128	115,463	(1,335)
Chemicals	34,411	2,042	643	1,399	32,368	27,483	4,885
Contingencies	10,000	0	6,471	(6,471)	10,000	15,080	(5,080)
City of Naples Water	93,140	10,577	13,608	(3,031)	82,563	68,422	14,141
Meters	6,272	512	881	(369)	5,504	30,720	(25,216)
<u>TOTAL EXPENSES</u>	<u>\$ 637,917</u>	<u>42,949</u>	<u>56,479</u>	<u>(13,530)</u>	<u>590,203</u>	<u>546,964</u>	<u>43,239</u>

PELICAN BAY IMPROVEMENT DISTRICT
 WATER MANAGEMENT
 OPERATING SUMMARY
 AUGUST 1987

	<u>MONTH TO DATE</u>				<u>YEAR TO DATE</u>		
	<u>FISCAL YEAR 1987 BUDGET</u>	<u>BUDGET</u>	<u>EXPENSES</u>	<u>FAVORABLE (UNFAVORABLE) VARIANCE</u>	<u>BUDGET</u>	<u>EXPENSES</u>	<u>FAVORABLE (UNFAVORABLE) VARIANCE</u>
MEETING EXPENSE							
Supervisors Fees	\$ 6,000	500	500	0	\$5,500	5,500	0
Travel Reimbursement	300	25	0	25	275	33	242
Legal Notification	500	41	15	26	659	539	120
PROFESSIONAL FEES							
Engineering	10,800	900	1,278	(378)	9,900	11,485	(1,585)
Legal	6,000	500	290	210	5,500	5,150	350
Audit	4,500	0	0	0	8,058	8,058	0
Trust	1,500	0	0	0	1,500	1,500	0
SYSTEM OPERATING EXPENSE							
Office	18,007	1,499	1,995	(496)	26,508	22,692	3,816
Payroll	108,211	8,324	8,470	(146)	99,888	96,951	2,937
Transportation	4,334	362	27	335	3,979	1,514	2,465
Swale Maintenance	4,000	333	0	333	3,664	2,205	1,459
Lake Maintenance	17,340	1,445	2,429	(984)	15,895	23,207	(7,312)
Water Quality	6,720	560	154	406	6,160	3,781	2,379
Insurance	10,694	0	629	(629)	13,814	14,443	(629)
Rights-Of-Way	263,117	21,927	26,388	(4,461)	224,311	177,118	47,193
Water Connection	70,719	0	0	0	0	0	0
Water Use	17,908	1,492	3,190	(1,698)	16,413	12,492	3,921
Renewal & Replacement	6,000	500	0	500	5,500	0	5,500
Contingencies	8,000	0	550	(550)	8,000	9,100	(1,100)
TOTAL EXPENSES	\$ 564,650	38,408	45,915	(7,507)	455,524	395,768	59,756

NAPLES DAILY NEWS
Published Daily Except Saturday
Naples, Florida 33940

Affidavit of Publication

State of Florida
County of Collier

Before the undersigned authority, personally appeared
Nina Iverson, who on oath says that
he is the Ass't Secretary 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 Hearing

in the matter of 9/16/87 Pelican
Bay Improvement District Board

in the _____ Court, was published in
said newspaper in the issues of
August 31, September 7, 1987

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.

Nina Iverson

Sworn to and subscribed before me this 8th day
of September, A.D. 19 87

Nancy J. Muegler
Notary Public

My Commission Expires Notary Public, State of Florida
My Commission Expires Sept. 10, 1989

NOTICE OF PUBLIC HEARING
THE BOARD OF SUPERVISORS OF THE PELICAN BAY IMPROVEMENT DISTRICT WILL HOLD A PUBLIC HEARING ON SEPTEMBER 16, 1987 AT 1:00 P.M. IN THE NAPLES FEDERAL SAVINGS & LOAN ASSOCIATION BUILDING, 5801 PELICAN BAY BOULEVARD, FIFTH FLOOR, NAPLES, FLORIDA, FOR THE PURPOSE OF SOLICITING PUBLIC RESPONSE AND INPUT INTO A PROPOSED CHANGE IN THE RATES FOR WATER, WASTEWATER AND IRRIGATION TREATMENT, DISTRIBUTION AND COLLECTION SERVICES PROVIDED WITHIN THE BOUNDARIES OF THE PELICAN BAY IMPROVEMENT DISTRICT; THE PROPOSED FISCAL YEAR 1988 WATER AND SEWER BUDGET AND TO CONDUCT GENERAL BUSINESS OF THE DISTRICT.
THE PROPOSED RATES AND FISCAL YEAR 1988 WATER AND SEWER BUDGET ARE AVAILABLE FOR REVIEW AT THE OFFICES OF THE PELICAN BAY IMPROVEMENT DISTRICT LOCATED AT 801 LAUREL OAK DRIVE, SUITE 510, NAPLES, FLORIDA AND WILL BE SHOWN FOR INSPECTION DURING REGULAR BUSINESS HOURS.

LISTED BELOW ARE THE PROPOSED NEW CHARGES:

PROPOSED CHARGES
FOR
IRRIGATION WATER, POTABLE WATER AND WASTEWATER SERVICE

CONNECTION FEES:
Group I \$ 2,980/Unit
Group II, III, IV 2,250/Unit
Commercial 12,940/Acre

CITY OF NAPLES SYSTEM DEVELOPMENT CHARGE:
Groups I, II, III & IV \$ 195/Unit

METER SIZE	MINIMUM EQUIVALENT UNITS PER METER SIZE
1/8"	1
1/4"	1
3/8"	2.5
1/2"	4
3/4"	5
1"	10
1 1/4"	20
1 1/2"	30
2"	100
2 1/2"	175
3"	275
4"	475

THE SYSTEM DEVELOPMENT CHARGE FOR COMMERCIAL IS DETERMINED BY MULTIPLYING THE MINIMUM EQUIVALENT UNITS PER METER SIZE TIMES \$195.00

METER USE FEE:
Groups I & II \$250/Unit
Group II, III & Commercial Actual Job Cost

USER RATES & CHARGES (MONTHLY):

	Minimum Capacity Charge	Commodity Fee Per 1,000 Gallons
Potable Water	\$ 7.57/Unit	\$1.23
Wastewater	8.54/Unit	.45
Irrigation - Group I	35.91/Unit	.25
Group II	12.49/Unit	.25
Group III	6.25/Unit	.25
Group IV	5.46/Unit	.25
Commercial	13.27/Unit	.25
Golf Course	3,247.30/Month	.25

ERU = EQUIVALENT RESIDENTIAL UNIT IS A FACTOR OF 5.75 TIMES THE NUMBER OF GROSS PARCEL ACRES.

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.

PELICAN BAY IMPROVEMENT DISTRICT
COLLIER COUNTY, FLORIDA

GARY L. MOYER
DISTRICT MANAGER

-2320-