

Naples, Florida

October 19, 1988

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 (Absent)

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. Thomas Peek and Steve Means of Wilson, Miller, Barton, Soll & Peek; Messrs. Lou Hoegsted and Edward Griffith of Westinghouse Communities of Naples, Inc.; Mr. John Petty of the Pelican Bay Improvement District; Mr. Bernie Young, President of Chateaumere Condominium Association; Messrs. James Dunwiddie and Russell Mudge, PBID Residents and Ms. Jean C. Smith, Assistant Secretary.

AGENDA

1. Roll Call.

2. Minutes of the Meeting held September 21, 1988.

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AGENDA (CONT.)

6. Consideration of Documents for the Relocation of a District Eight-Inch (8") Irrigation Line.
 - A) Change Order to Existing Contract with Mitchell & Stark Construction Company to Construct the Eight-Inch (8") Line.
 - B) Construction Financing Agreement with Pelbay Associates.
7. Consideration of Work Authorization No. 22 with Wilson, Miller, Barton, Soll & Peek, Inc. to Provide General Consultation Services to the District.
8. Consideration of Documents for Unit XI, Oakmont Phase III.
 - A) Review of Plat
 - B) Award of Bids:
 - 1) Water & Sewer Facilities
 - C) License Agreement for Access to the Property
 - D) Construction Financing Agreement
 - E) Agreement with Westinghouse Communities of Naples, Inc. to Allow for the Modification of the District's Water Management Facilities
 - F) Vacation of Existing Easement
9. Attorney's Report.
10. Engineer's Report.
11. Manager's Report.
12. Certificates of Payment
13. Confirmation of Invoices and Operating Summaries.
14. Supervisor's Requests.
15. Adjournment.

ROLL CALL

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

MINUTES OF MEETING OF SEPTEMBER 19, 1988 - APPROVED AS AMENDED

Mr. Holtan moved, seconded by Ms. Moll and approved unanimously, the Minutes of September 19, 1988, subject to the following corrections:

Page 2782 - In the second line of the page the word, "Options" be amended to "Option".

CONSIDERATION OF AWARD OF BID FOR THE PURCHASE OF A FIELD VEHICLE

Mr. Moyer advised that bids for a new field vehicle were received on Friday, October 14, 1988 and the Bid Tabulations were sent to the Board prior to the meeting.

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Mr. Scofield asked why the bid from Don Reid Ford was so low and whether they had received the same bid specifications and offered the same service as the other bidders. Mr. Ward replied that all the bidders received the same specifications and offered that Don Reid Ford has provided some very good pricing for vehicles previously purchased by other Districts. Mr. Scofield asked how long Don Reid Ford has been in business and whether they were reliable. Mr. Ward replied that he has found Don Reid Ford to be extremely reliable, however, he did not know how long they had been in business.

Ms. Moll asked what would happen regarding the warranty work, as Don Reid Ford was located in the Orlando area. Mr. Ward responded that any local Ford Dealer could supply warranty work if it was necessary.

Mr. Scofield asked for staff's recommendation. Mr. Moyer advised District Staff recommended the bid be awarded to the low bidder, Don Reid Ford.

There being no further discussion, Ms. MacAlister moved, seconded by Ms. Moll and approved unanimously that Don Reid Ford of Maitland, Florida be awarded the bid for the 1989 Ford Bronco II, in the amount of \$11,649.00.

AUTHORIZATION TO BID SOD IMPROVEMENTS IN THE RIGHTS-OF-WAY

Mr. Moyer stated that the purpose of this Agenda item was to seek the Board's approval to seek competitive bids for sod replacement on Pelican Bay Boulevard from U.S. 41 to Gulf Park Drive between the curb and the bike path and along Crayton Road between the curb and bike path on the western side and from the curb to the water's edge on the eastern side. He

advised that these landscaping improvements had been included in the Fiscal Year 1989 Water Management Budget, which was previously approved by the Board. He advised, however, because of Budget restraints only a portion of Pelican Bay Boulevard may be resodded, however, staff would not know how much resodding could take place until the bids were actually received.

Mr. Scofield asked how long the original sod had been in place. Mr. Moyer replied the sod in these areas has been in place approximately eight or nine years. Mr. Scofield remarked that the District is incurring great expense in replacing the Bahia sod with Floratam sod and asked whether this could be corrected in future projects. Mr. Moyer responded that the use of Bahia was stopped approximately four or five years ago and Floratam has been installed since that time. Mr. Scofield asked how much sod was left to replace. Mr. Moyer replied that the work anticipated under this work program would very nearly complete all of the Bahia replacement.

Mr. Moyer advised that it was anticipated that approximately 182,000 square feet of sod would be replaced under this work program at a cost of approximately \$25,000 to \$30,000. He commented that although \$30,000 had not been budgeted for this work, the trade off would be if lower bids were received for the 1989 Right-Of-Way Contract. He explained that if lower bids were received, staff could transfer funds to the sod replacement program for the entire portion of Pelican Bay Boulevard.

There being no further discussion, Ms. Moll moved, seconded by Ms. MacAlister and approved unanimously District staff be authorized to seek competitive bids for sod replacement along Pelican Bay Boulevard and Crayton Road as previously outlined.

AUTHORIZATION TO BID RIGHT-OF-WAY PROGRAM FOR 1989

Mr. Moyer stated that this Contract was last bid two years ago and advised that the Bid Specifications would be similar to those of two years ago which would give the Board the right to renew the Contract for a successive one year period.

Mr. Scofield asked whether District staff was satisfied with the work of the current Contractor, Jacaranda Landscape. Mr. Moyer replied in the affirmative. Mr. Scofield asked whether there has been any interest shown by perspective bidders. Mr. Ward responded in the affirmative, however, explained that the Bid Specifications are extremely tight and many times once a Contractor has looked at the specifications they choose not to bid the project.

Following this discussion, Mr. Holtan moved, seconded by Ms. MacAlister and approved unanimously that District staff be authorized to seek competitive bids for the Right-of-Way Program for 1989.

CONSIDERATION OF DOCUMENTS FOR THE RELOCATION OF A DISTRICT EIGHT-INCH IRRIGATION LINE

Change Order to Existing Contract with Mitchell & Stark Construction Company to Construct the Eight-Inch (8") Line

Construction Financing Agreement with Pelbay Associates

Mr. Moyer explained that at last month's meeting the Board conceptually approved the relocation of the eight-inch irrigation line to accommodate the site plan for Waterside Shops and authorized Wilson, Miller, Barton, Soll & Peek, Inc. to prepare the plans and specifications for the relocation. He suggested that rather than putting this relatively small job out for competitive bids, staff was proposing that an existing Contract

with Mitchell & Stark Construction Company be changed to perform this work and in order to accomplish this task Change Order No. One (1) in the amount of \$11,325.85 and the Construction Financing Agreement with Pelbay Associates, the Developer of Waterside Shops had been prepared and included in the Agenda Package for the Board's review. He advised that all of the costs for this work would be borne by the Developer, Pelbay Associates.

At this time, Ms. Moll moved seconded by Ms. MacAlister and approved unanimously Change Order No. One (1) in the amount of \$11,325.85 to Mitchell & Stark Construction Company and the Construction Financing Agreement with Pelbay Associates for the relocation of the District's eight-inch (8") irrigation line at the Waterside Shop parcel.

CONSIDERATION OF WORK AUTHORIZATION NO. 22 WITH WILSON, MILLER, BARTON,
SOLL & PEEK, INC. TO PROVIDE GENERAL CONSULTATION SERVICES TO THE
DISTRICT

Mr. Moyer advised that Work Authorization No. 22 outlined the scope of services to provide general engineering consultation services to the District on a time and materials basis with a "not to exceed" limit of \$26,500. He commented that this fee had been budgeted in the Fiscal Year 1989 Budgets and recalled for the Board that they had previously approved an increase in WMBS&P's rate schedule and this primarily accounted for the \$3,000 increase in the general consultation fee. He reported that staff has found Wilson, Miller, Barton, Soll & Peek, Inc. to be very competent and responsive and thus felt the rate increase was justified and recommended approval of Work Authorization No. 22.

Mr. Dunwiddie commented that in his opinion the last Engineer's who worked for the District did not do a great job and in fact the District

is in a bind right now because work that PBS&J designed, selected and approved is apparently turning out to be poorly done, to say the least. He asked Mr. Peek what responsibility Wilson, Miller, Barton, Soll & Peek would partake for the work they perform for the District, as he could find nothing in the Contract that spelled this out. He asked if WMBS&P was in the position that Post, Buckley, Schuh & Jernigan, Inc. was in regarding work that WMBS&P supervised and selected would Mr. Peek feel that WMBS&P had a responsibility to either make the work financially good or would he feel that he had a responsibility to at least do the work necessary to get it done by whoever was truly at fault.

Mr. Peek responded that since his firm was not in PBS&J's current position, he would have to look at what the circumstances would be if he were in that position. He stated he would look at what WMBS&P was obligated to do contractually and advised that WMBS&P would perform according to the Contract as they have always done in the past. He commented that he did not know all the particular details of PBS&J's contract with the District and the surrounding legal circumstances and thus could not give Mr. Dunwiddie an answer that would imply that PBS&J does or does not have a problem.

Mr. Dunwiddie questioned whether there should be something in the Contract that spelled out what WMBS&P is responsible for, as the District's Engineers.

Mr. McMackin explained that he is in the process of drafting Contracts for the District Manager, the District Engineer, and District Counsel and it was his understanding that this Work Authorization was not

the Contract between the District and Wilson, Miller, Barton, Soll & Peek, Inc. but rather an outline of the services that WMBS&P would provide to the District and at what rate they would be compensated. Mr. McMackin advised Mr. Dunwiddie that the Contract will set forth with some specificity WMBS&P's obligations to the District.

Mr. McMackin advised that under most cases when one employs a professional, general law is that he will make his best effort to devote the time necessary to your services and will be responsible for his acts which do not meet the standard of practice in the Community. He further stated that in a situation where there is a vague contractual obligation, the question seems to be how far a firm is willing to go beyond their strict contractual obligations.

In the case of PBS&J, Mr. McMackin stated that the main problem with the Boat Clarifier seems to be how the boat clarifier works was not well known to PBS&J at the time they specified it and if anything is wrong this seems to be the question in that the boat clarifier was a new piece of equipment, perhaps not properly tested, perhaps not well investigated, etc. and hopefully the answer to these questions will come out at some point in time.

Mr. McMackin commented that when the District employs a professional it basically comes down to trust and if the Board does not have the confidence that these professionals will make good beyond their contractual obligations, then he suggested that they look for other professionals.

Mr. Scofield commented that he has had forty years of experience

with all the Naples Engineering firms and has found WMBS&P to be the best and the most reliable firm. He further stated that he has never found an engineer who was willing to guarantee out of his pocket what he puts on paper.

Mr. Moyer advised that the Work Authorization under consideration simply provides for general engineering consultation and does not include any performance criteria, rather this would be outlined in the actual Contract with Wilson, Miller, Barton, Soll & Peek, Inc.

There being no further discussion, Ms. Moll moved, seconded by Ms. MacAlister and unanimously approved Work Authorization No. 22 with Wilson, Miller, Barton, Soll & Peek, Inc., in the amount of \$26,500, to provide General Consultation Services to the District for the period ending September 30, 1989.

CONSIDERATION OF DOCUMENTS FOR UNIT XI, OAKMONT PHASE III

Review of Plat

Agreement with WCN to Allow for the Modification of the District's
Water Management Facilities

Vacation of Existing Easement

Mr. Ed Griffith of Westinghouse Communities of Naples recalled for the Board that at the last meeting WCN presented a Conceptual Plan for Unit XI, Oakmont Phase III and this Subdivision is an extension of the Oakmont development to the north which would consist of thirty single family homesites approximately one-quarter to one-half acre in size.

Mr. Moyer explained the two agenda items under discussion which should be considered as companion items to the Plat were the Vacation of the Existing District Water Management Easement and the Agreement With

Westinghouse Communities of Naples to Allow for the Modification of the District's Water Management Facilities.

Mr. Scofield asked Mr. Peek whether WMBS&P had reviewed the Plat. Mr. Peek replied in the affirmative and advised the Plat is consistent with the Water Management Plan presented by WCN and with other development in this particular area.

Mr. Scofield asked Mr. Griffith to explain the modifications which would take place to Lake Six (6). Mr. Griffith outlined the existing and proposed boundaries of the lake and remarked that the plan before the Board is the actual plan which would be submitted to the South Florida Water Management District and the highlighted area of the map is the area which would affect the thirty lots in Unit XI.

Mr. Griffith advised that the boundary of Lake Six (6) which borders on the new Golf Course side would most likely change and if so WCN would be back at a future meeting to present the actual shore line for this side of the lake.

Mr. Holtan commented that the exact boundary of the lake would be as the Golf Course people want it and asked at what point in the development of the new Golf Course would the boundary appear and why. Mr. Griffith remarked that the shore line would be influenced by the Golf Course design because WCN has to make possible the required Par 72. He advised that the Golf Course Designer is currently working on the design of the new Golf Course and construction should start in March 1989. He stated that WCN should have a more definitive lake boundary in the next few months.

Mr. Moyer explained that the Agreement with WCN to "Allow for the Modification of the District's Water Management Facilities" commits WCN to complete the lake relocation by June 1, 1989. He further explained that the District is being asked by WCN to release the existing shore line of Lake Six (6) via the "Vacation of Existing Easement" and the companion item is the Agreement with WCN whereby by June 1, 1989, WCN will relocate Lake 6 and upon completion grant the District new easements of the Water Management System. He explained that the eastern perimeter of Lake Six (6) would remain pretty much as shown on the current drawing, however, there would most likely be some changes to the western perimeter of the lake due to the configuration of the new Golf Course.

Mr. Holtan asked Mr. Moyer whether he was saying that the powers that be who are constructing the Golf Course are going to make the modifications to the lake and then submit the changes to the District for approval. Mr. Moyer advised that the plans for any additional modifications would be submitted to the Board before the work is actually started and the Engineers and the Board would have final approval of the actual geometry of the lake before the work is begun.

Mr. Peek further explained that the District is being asked to vacate an easement from the northern line of Unit 7 to the northern end of the existing lake and this constitutes 10.7 acres of District easement land, however, the Agreement with WCN states that the shore line will be modified in accordance with the plan as presented and the western line may have some further modifications depending upon the final Golf Course configuration. Upon completion of the modifications a new easement would

be given by WCN to the District for the approved revisions to the easement.

Mr. Dunwiddie stated that in looking at the Agreement (Item 8E) he saw nothing that stated the Board would have the right to approve what is to be done to generate the new easement.

Mr. McMackin advised that if in Paragraph 2 of the Agreement the words, "submit for approval and on approval" are added after the word "will", this might address the concerns of Mr. Dunwiddie. Mr. Dunwiddie also suggested that in the second line of the first "Whereas" clause the word, "District", should be changed to "Developer". The Board concurred with these changes.

Mr. Peek advised it was worthy to note that it is the Developer's intention that the plan submitted for approval at this meeting constitutes compliance with the second Paragraph of the Agreement, as amended and if WCN desires to modify this plan they would need to come back to the Board for further approval.

At this time Ms. Moll moved, seconded by Ms. MacAlister and approved unanimously: the Plat of Unit XI, Oakmont Phase III; the Agreement with Westinghouse Communities of Naples, Inc. to allow for the Modification of the District's Water Management Facilities, as amended, and the Vacation of the District's Existing Water Management Easement for a portion of Lake Six (6).

Award of Bids for Water & Sewer Facilities

Mr. Means distributed the Bid Tabulation for the water and sewer facilities for Oakmont Unit Eleven. He advised the bids were received at 9:00 am. on October 19, 1988.

He remarked two bids were received; one from Mitchell & Stark Construction Co., in the amount of \$138,905.77 and one from Haskins, Inc., in the amount of \$139,485.00. He explained the bids were broken down into District facilities and subdivision facilities and the respective bids from the low bidder, Mitchell & Stark, were \$47,959.37 for the District's facilities and \$90,946.40 for the subdivision facilities. He recommended Award of the Contract to the low bidder, Mitchell & Stark Construction Co.

Mr. Holtan commented the bids were very close and asked whether there had been any inquiries by anyone as to which firm is the better firm. Mr. Means offered that he has personally worked with both firms and would recommend both of them, however, advised that WMBS&P's recommendation was solely based on the low bid.

At this time, Mr. Holtan moved, seconded by Ms. MacAlister and approved unanimously the Contract for the Water and Sewer Facilities for Unit XI, Oakmont Phase III be awarded to Mitchell & Stark Construction Co., in the amount of \$138,905.77.

License Agreement For Access To The Property

Mr. Moyer explained the License Agreement would give the District and its Contractors the right to go on to the property to install the water and sewer facilities and once the Plat is recorded the rights similarly would be recorded as part of the Plat. He advised the License Agreement is the standard License Agreement of the District and had been reviewed and approved by staff & the District's Engineers.

There being no further discussion, Mr. Holtan moved, seconded by Ms. Moll and unanimously approved the "License Agreement For Access To The

Property" with Westinghouse Communities of Naples, Inc. for Unit XI, Oakmont Phase III.

Construction Financing Agreement

Mr. Moyer explained the Developer's portion of the Contract for the Water and Sewer Facilities for Unit XI, Oakmont Phase III is \$90,946.40 and the District's portion is \$47,959.37. He commented the monies for the District's portion of the work are available in the Capital Expansion Fund. Mr. Moyer advised that if one looked at the Coopers & Lybrand Report, the District has accepted the responsibility for extending the major water and sewer lines (the backbone system) while the subdivision facilities are the responsibility of the Developer.

Mr. Holtan asked whether there was any difficulty in ascertaining whether this particular subdivision has a major pipe line. Mr. Moyer replied that there was no difficulty and, in fact, the District's Engineers have made this determination. Mr. Peek explained that all the major mains are shown in the Master Utility Plan for Pelican Bay and in this Report, the major main under discussion is outlined in the Report as a major main.

Mr. Holtan asked Mr. Peek to describe the significant elements for determining whether the lines are major or not. Mr. Peek explained that the lines that are identified as major mains are the trunk lines that go down the major streets which create the backbone system which the cul-de-sac streets connect into.

Mr. Dunwiddie remarked that today's agenda included two Construction Financing Agreements for consideration and remarked that one of the Financing Agreements (Item 8D) seemed to be much more comprehensive

than the other. He remarked if the District uses a standard Construction Financing Agreement he preferred the one which was more comprehensive. Mr. Ward remarked that the Construction Financing Agreement with Pelbay Associates was less comprehensive as the items which had been deleted had been outlined in the Agreement with Pelbay Associates which the Board approved at last month's meeting.

At this time Ms. MacAlister moved, seconded by Ms. Moll and approved unanimously, the Construction Financing Agreement with Westinghouse Communities of Naples for Unit XI, Oakmont Phase III, which identifies the WCN's portion of the Contract as \$90,946.40 and the District's portion as \$47,959.37.

ATTORNEY'S REPORT

Mr. McMackin reported that the Contract for the purchase of the Utility Site had been signed and he was in the process of having the Title drawn up. He further reported that the Abstract should be delivered to him this week and the closing should take place before the next meeting.

Mr. McMackin recalled for the Board that at the last meeting it was discussed that the District should enter into an Agreement with Post, Buckley, Schuh & Jernigan, Inc. whereby PBS&J would be willing to testify as to evidence concerning the Boat Clarifier after the test reports were completed. He advised that in discussions before today's meeting it was decided that the District should formally advise PBS&J and United Industries as to the District's Warranty claims, as the Warranty expires in December of 1988.

Mr. McMackin reported that he and Mr. Means were following up on

dealing with PBS&J concerning their design of the footings for the Sterner poles. He recalled that the District had reached an apparent amicable agreement with Sterner Lighting Systems on the poles and the attention is now being focused on any design deficiencies on the part of PBS&J which may have resulted in the poor design of the base of the poles. He advised that Mr. Means is currently working on the costs which will be incurred by the District to correct the bases. In response to a question by Mr. Scofield, Mr. Means advised that once Jacaranda has completed the landscaping revisions and the lowering of the grades around the bases of the poles, he should be able to finish a complete inventory of which bases need to be raised. He offered that work should begin on raising the bases around the first of the year.

Mr. McMackin further reported that he is still working on the employment Contracts with the District Manager, the District's Engineer and the District's Attorney.

ENGINEER'S REPORT

Mr. Peek advised that he had nothing further to report at this time.

MANAGER'S REPORT

Mr. Moyer reported that PBS&J personnel have been advising District staff on how they believe the Wastewater Treatment Plant should be operated. He stated that staff had recently met with Mr. John Dyer of PBS&J and was hopeful that the testing would be completed and a Report on the findings ready for the November meeting.

Mr. Moyer commented that at yesterday's Collier County Board of

Commissioner's meeting, the Board of County Commissioners discussed Collier County, pursuant to the Act that created the Pelican Bay Improvement District, providing wastewater treatment services to the District. He advised the item on the Agenda was to authorize Hole, Montes & Associates to review the feasibility of the County providing this service to the District. Thus, he advised it appeared the County might wish to pursue this course of action. He remarked that District staff has a copy of the County's Staff Report which was distributed to the County Commission and he would be happy to send a copy to the Board.

Mr. Scofield asked whether District staff had heard anything from the City of Naples regarding this matter. Mr. Ward replied that he has not heard anything from the City but they had asked him to give them four to six weeks and, thus, he would be following up on this matter shortly.

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	No. 176	Bay Electric of Collier	\$ 347.50
Golf Course Maintenance Facility Renovation			
1985 Bond Proceeds	No. 177	Bay Electric of Collier	117.50
Golf Course Maintenance Facility Renovation			
W/M Bond Proceeds	No. 14	Reimburse P.B.I.D.	3,262.50
Water Management Plan Amendment			
West Blvd. St. Lights	No. 5	Bay Electric	1,886.74
Contract D-31	No. 3	Mitchell & Stark Construction	11,824.40
Waterford Construction			
		TOTAL AMOUNT	\$17,438.64

Following presentation of the Requisitions, Mr. Holtan moved, seconded by Ms. MacAlister and unanimously approved, payment of the Certificates of Payment as presented.

CONFIRMATION OF INVOICES

Water/Sewer Operating Summary and Invoices For September 1988 - Approved As Presented

Mr. Scofield commented on the monthly charges from Ray's Septic Service for the removal of sludge from the Wastewater Treatment Plant. Mr. McMackin stated it was his understanding that all of the recent sludge hauling was in order to prepare for the upcoming testing of the Boat Clarifier and thus was a special charge being incurred by the District. Mr. Ward commented the District would be incurring monthly sludge removal costs between \$2,000 to \$3,000 per month. Mr. Moyer commented the District's immediate concern is to make sure the plant operates so that the District does not violate any of the Regulatory Agency parameters and the price tag for doing so is wasting more solids out of the plant than was expected. He advised that this is a considerable amount of money and the Board needs to be aware of this expense in whatever resolution is reached with United Industries and PBS&J.

Mr. Scofield commented on the year-to-date connection fees. Mr. Ward reported that although the actual year-to-date figures versus the budget figure did not look good the good news was that the amount received for the year did meet the Guaranteed Revenue Agreement figures which meant the District met the debt service requirements on the Bond Issue. Mr. Holtan asked why the Budget figure was so high. Mr. Ward commented that the difference was that connection fees which were anticipated for a couple

of major projects did not come in during Fiscal Year 1988, however, would be received in Fiscal Year 1989.

Following further discussion, Ms. MacAlister moved, seconded by Ms. Moll and carried unanimously, that the Water/Sewer Operating Summary and Invoices for September 1988, be approved as presented.

Water Management Operating Summary and Invoices For September 1988 -
Approved As Presented

Mr. Holtan asked whether the Invoice from Boat Fair was for a new boat and motor and how many boats the District now owned. Mr. Ward replied that the District purchased a new boat and motor and now owns two boats and motors. He explained that as the District grows, the District needs to be able to provide the services that the Community desires and in order to keep down time minimal and staff productive as possible, he felt it was important to have two boats, motors and trailers. Ms. MacAlister suggested that in the future, staff ought to look at used boats and motors.

Following discussion, Ms. MacAlister moved, seconded by Ms. Moll and carried unanimously, that the Water Management Operating Summary and Invoices for September 1988, be approved as presented.

Street Lighting Invoices For September 1988 - Approved As Presented

Following discussion, Ms. MacAlister moved, seconded by Ms. Moll and carried unanimously, that the Street Lighting Invoices for September 1988, be approved as presented.

SUPERVISOR'S REQUESTS

Mr. Scofield asked Mr. Petty about the odor problem in the potable water at Tierra Mar. Mr. Petty commented that to date five complaints had been received regarding hydrogen sulfide odor in the potable

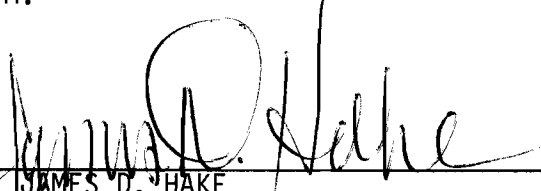
water; three in Tierra Mar, one in Chateaumere and one in the Dorchester. He stated that all the bacteriological tests have come back fine and staff is currently trying to isolate the source of the odor. He advised that over the next week or so staff would be directing most of its attention in the Tierra Mar area and trying to identify how hydrogen sulfide could have gotten into the line. He offered that District staff is keeping in contact with the people registering complaints on a weekly basis.

Mr. Bernie Young asked when the bike path to Interlachen would be completed. Mr. Hoegsted replied that Mr. Young should be discussing this with WCN and Mr. Griffith offered to meet with Mr. Young to go over WCN's construction schedule for this path.

Mr. Dunwiddie commented that on behalf of the general public he wished to express their thank you for all of the time and effort the retiring Board members have put in while serving on the Board. Mr. Scofield thanked Mr. Dunwiddie for his comments.

ADJOURNMENT

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


MR. JAMES D. HAKE
PRESIDENT
PELICAN BAY IMPROVEMENT DISTRICT

PELICAN BAY IMPROVEMENT DISTRICT
WATER/SEWER INVOICES
SEPTEMBER 1988

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
B-B Builders	R.O. Plant Supplies	\$ 227.49
B & H Sales	Meters & Meter Supplies	193.78
Bonita Rent-All	Rent Trencher	288.00
Bowman Office Supply	September Office Supplies	9.45
City of Naples	Water Service 08/01/88 - 09/01/88	14,766.43
Coast Pump & Supply	Irrigation Supplies	960.01
Coral Springs Improvement District	W/S Portion September Health & Dental Insurance	660.52
Coral Springs Improvement District	W/S Portion July & August Office Services	93.63
Electra-Tronics, Inc.	Service Wellfield Pumps	1,065.00
Federal Express Corp.	W/S Portion September Courier Service	11.00
Florida Power & Light	W/S Portion September Electric	4,440.50
H.F. Scientific, Inc.	Laboratory Supplies	273.16
J.N. Environmental	September Wastewater Analyses	80.00
Johnson Paints, Inc.	Paint for Utility Site	101.18
3 M	Sewer Locator	171.16
Motorola, Inc.	Radio Antennas	39.60
Naples Armature	Repair 125 HP Motor	2,113.00
Naples Daily News	Legal Advertising	160.78
Naples Daily News	Help Wanted Advertising	82.50
PB&S Chemical Company	Chlorine	1,208.10
Park Tire Center	Repair Ford Courier	27.32
Pitney Bowes	Postage Machine Rental 9/13 - 12/31/88	23.55
Precon	Meters - Chanteclair Phase II & Naples Financial Center	3,350.00
R.M. Peterson & Assoc.	Repair HSP Potable Pump #7	145.10
Rays Septic Service	Remove Sludge WWTP	4,200.00
RMRS System	Postage Deposit	100.00
Robbins Telephone Answering Service	W/S Portion September Answering Service - R.O. Plant	34.95
Sears, Roebuck & Co.	R.O. Plant Supplies	51.91
Smith, Barbara	Reimbursement for Office Supplies	16.39
Taylor Paving, Inc.	Paving Repairs	2,826.00
Triple J	Hydroseeding - Utility Site	1,270.62
U.S. Postmaster	Postage Stamps	105.00
United Telephone	W/S Portion August Telephone	345.87
W.H. Turner	W/S Portion August Consultation Services	200.00
Weavers Office Supply	August Office Supplies	64.56
Yahl Brothers Disposal	Dumpster	224.00

PELICAN BAY IMPROVEMENT DISTRICT
 WATER MANAGEMENT INVOICES
 SEPTEMBER 1988

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
B-B Builders	Swale Maintenance Supplies	\$ 97.98
Boat Fair	Boat & Trailer	2,530.00
Bowman Office Supply	September Office Supplies	9.45
Coastline Equipment Co.	Repair Mo-Trim	1,158.03
Coral Springs Improve- ment District	W/M Portion September Health & Dental Insurance	660.51
Coral Springs Improve- ment District	W/M Portion July & August Office & Testing Services	2,297.05
Florida Power & Light	W/M Portion August Electric	9.00
H & L Sales & Service	Lawnmower Parts	7.00
Helena Chemical Co.	Lake Maintenance Chemicals	553.70
Naples Daily News	Legal Advertising	193.92
Naples Federal Savings & Loan Association	July & August Meeting Room Rental	100.00
Park Tire Center	Repair Ford Courier	27.33
PBID W/S Account	R-O-W Maintenance 8/15/88 - 9/15/88	1,882.14
Pitney Bowes	Postage Machine Rental 9/13 - 12/31/88	23.55
RMRS System	Postage Deposit	100.00
Robbins Telephone Answering Service	W/M Portion August Answering Service - R.O. Plant	34.95
Sarlo Power Mowers	Mower Shift Assembly	58.00
Smith, Barbara	Reimbursement for Office Supplies	16.38
Spectrum Laboratories	August Lake Samples	264.00
Sunshine Mower & Cycle	Swale Maintenance Supplies	90.31
U.S. Postmaster	Postage Stamps	25.00
United Telephone	W/M Portion August Telephone	246.76
W.H. Turner	W/M Portion August Consultation	200.00
Weavers Office Supply	W/M Portion August Office Supplies	64.57

PELICAN BAY IMPROVEMENT DISTRICT
STREET LIGHT INVOICES
SEPTEMBER 1988

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Barnett Bank	Unit 4 Street Light Loan Interest 7/4/88 to 10/3/88	845.01
Barnett Bank	Unit 4 Street Light Loan Principal to 10/3/88	15,000.00
Barnett Bank	Unit 6 Street Light Loan Interest 7/6/88 to 10/05/88	1,172.37
Federal Express Corp.	September Courier Service	11.00
Graybar Electric Co.	Breakers	190.62

PELICAN BAY IMPROVEMENT DISTRICT
WATER AND WASTEWATER OPERATING SUMMARY
SEPTEMBER 1988

	FISCAL YEAR 1988 BUDGET	MONTH TO DATE			YEAR TO DATE		
		BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)	BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)
<u>CHARGES FOR SERVICES</u>							
Connection Fees	\$1,065,790	51,630	11,920	(39,710)	1,065,790	928,380	(137,410)
Meter Use Fees	48,250	5,000	1,000	(4,000)	48,250	11,610	(36,640)
<u>USER REVENUE</u>							
Water	584,409	50,144	41,842	(8,302)	584,409	505,372	(79,037)
Sewer	436,095	37,485	34,245	(3,240)	436,095	402,563	(33,532)
Irrigation	558,793	48,346	46,275	(2,071)	558,793	553,702	(5,091)
<u>TOTAL REVENUE</u>	<u>\$2,693,337</u>	<u>192,605</u>	<u>135,282</u>	<u>(57,323)</u>	<u>2,693,337</u>	<u>2,401,627</u>	<u>(291,710)</u>
<u>PROFESSIONAL FEES</u>							
Engineering	\$ 18,000	2,447	200	2,247	18,000	15,753	2,247
Legal	17,000	1,634	1,504	130	17,000	16,870	130
Audit	8,500	0	0	0	8,500	8,738	(238)
Trust	6,050	0	0	0	6,050	6,869	(819)
<u>SYSTEM OPERATING EXPENSES</u>							
Office	40,056	5,291	943	4,348	40,056	38,643	1,413
Billing	2,352	196	105	91	2,352	1,486	866
Insurance	40,000	0	0	0	40,000	47,814	(7,814)
Payroll	143,158	11,014	15,365	(4,351)	143,158	136,608	6,550
Transportation	8,668	726	27	699	8,668	2,207	6,461
Water Quality	17,825	1,490	80	1,410	17,825	5,478	12,347
Repairs & Maintenance	97,090	5,676	14,150	(8,474)	97,090	102,344	(5,254)
Electric	126,263	10,874	4,441	(6,433)	126,263	178,326	(52,063)
Chemicals	55,906	4,682	1,208	3,474	55,906	45,654	10,252
City of Naples Water	229,259	22,681	14,766	7,915	229,259	181,639	47,620
Meters	6,848	567	0	567	6,848	10,864	(4,016)
Contingencies	20,000	1,334	0	1,334	20,000	9,149	10,851
<u>TOTAL EXPENSES</u>	<u>\$ 836,975</u>	<u>68,612</u>	<u>52,789</u>	<u>(15,823)</u>	<u>836,975</u>	<u>808,442</u>	<u>28,533</u>

PELICAN BAY IMPROVEMENT DISTRICT
WATER MANAGEMENT
OPERATING SUMMARY
SEPTEMBER 1988

	<u>MONTH TO DATE</u>				<u>YEAR TO DATE</u>		
	<u>FISCAL YEAR 1988 BUDGET</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>FAVORABLE (UNFAVORABLE) VARIANCE</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>FAVORABLE (UNFAVORABLE) VARIANCE</u>
REVENUE							
Maintenance Taxes	\$ 532,027	0	0	0	532,027	539,445	7,418
TOTAL REVENUE	<u>\$ 532,027</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>532,027</u>	<u>539,445</u>	<u>7,418</u>
MEETING EXPENSE							
Supervisors Fees	\$ 6,000	500	500	0	\$6,000	6,000	0
Legal Notification	800	63	111	(48)	800	560	240
PROFESSIONAL FEES							
Engineering	15,000	2,859	200	2,659	15,000	12,341	2,659
Legal	8,000	0	1,505	(1,505)	8,000	12,404	(4,404)
Audit	8,500	0	0	0	8,500	8,738	(238)
Trust	1,500	0	0	0	1,500	1,546	(46)
SYSTEM OPERATING EXPENSE							
Office	36,556	4,791	768	4,023	36,556	32,542	4,014
Payroll	143,158	11,014	15,365	(4,351)	143,158	134,380	8,778
Transportation	4,334	363	27	336	4,334	2,183	2,151
Lake Maintenance	35,802	2,978	3,084	(106)	35,802	33,819	1,983
Swale Maintenance	4,000	337	1,807	(1,470)	4,000	5,342	(1,342)
Water Quality	7,560	0	2,496	(2,496)	7,560	10,063	(2,503)
Insurance	14,303	0	0	0	14,303	15,522	(1,219)
Rights-Of-Way	259,113	21,590	16,612	4,978	259,113	162,637	96,476
Replanting Program	20,000	886	0	886	20,000	19,114	886
Water Connection	19,531	19,531	0	19,531	19,531	0	19,531
Water Use	11,099	924	1,891	(967)	11,099	29,302	(18,203)
Renewal & Replacement	6,000	500	0	500	6,000	0	6,000
Contingencies	12,000	1,000	0	1,000	12,000	0	12,000
TOTAL EXPENSES	<u>\$ 613,256</u>	<u>67,336</u>	<u>44,366</u>	<u>22,970</u>	<u>613,256</u>	<u>486,493</u>	<u>126,763</u>

PELICAN BAY IMPROVEMENT DISTRICT
STREET LIGHTING SYSTEM OPERATING SUMMARY
FOR THE PERIOD ENDING SEPTEMBER 30, 1988

<u>REVENUE</u>	<u>FISCAL YEAR 1988 BUDGET</u>	<u>ACTUAL Y-T-D</u>	<u>BUDGET BALANCE</u>
Ad Valorem Taxes	\$ 92,607	\$ 91,970	\$ 637
Interest Income	6,900	5,885	1,015
Fund Balance	<u>98,700</u>	<u>81,780</u>	<u>16,920</u>
 TOTAL REVENUE	 <u>\$198,207</u>	 <u>\$179,635</u>	 <u>\$ 18,572</u>
 <u>PROFESSIONAL FEES</u>			
Engineering	2,500	1,777	723
Legal Services	2,000	5,148	(3,148)
Other Professional Fees	<u>12,000</u>	<u>8,079</u>	<u>3,921</u>
Total Professional Fees	<u>\$16,500</u>	<u>\$15,004</u>	<u>\$1,496</u>
 <u>SYSTEM OPERATING EXPENSE</u>			
Utility Service	11,038	9,437	1,601
Repairs & Maintenance	6,008	11,479	(5,471)
Insurance	3,500	3,705	(205)
Debt Service Requirement	<u>146,561</u>	<u>94,425</u>	<u>52,136</u>
Total Operating Expenses	<u>\$167,107</u>	<u>\$119,046</u>	<u>\$48,061</u>
 <u>OTHER FEES</u>			
Tax Collector	2,800	1,914	886
Property Appraiser	1,800	1,837	(37)
Contingencies	5,000	0	5,000
Reserve Requirement	<u>5,000</u>	<u>0</u>	<u>5,000</u>
Total Other Fees	<u>\$14,600</u>	<u>\$ 3,751</u>	<u>\$10,849</u>
 TOTAL BUDGET	 <u>\$198,207</u>	 <u>\$137,801</u>	 <u>\$60,406</u>

PELICAN BAY IMPROVEMENT DISTRICT
OCTOBER 19, 1988 MINUTES
TAPE NUMBERS & CORRESPONDING AGENDA ITEMS

<u>AGENDA ITEM</u>	<u>NUMBER ON TAPE</u>
1. Roll Call.	0 - 2 (Tape 1, Side A)
2. Approval of Minutes of the Meeting held September 21, 1988.	02 - 17
3. Consideration of Award of Bid for the Purchase of a Field Vehicle.	17 - 43
4. Authorization to Bid Sod Improvements in the Rights-of-Way.	43 - 77
5. Authorization to Bid Right-Of-Way Program for 1989.	77 - 92
6. Consideration of Documents for the Relocation of a District 8" Irrigation Line.	92 - 119
A) Change Order to Existing Contract with Mitchell & Stark Construction Co. to Construct the 8" Line	
B) Construction Financing Agreement with Pelbay Associates	
7. Consideration of Work Authorization No. 22 with Wilson, Miller, Barton, Soll & Peek, Inc. to Provide General Consultation Services to the District.	119 - 298
8. Consideration of Documents for Unit XI, Oakmont Phase III.	298 - End (Tape 1, Side A)
A) Review of Plat	0 - 99 (Tape 1, Side B)
E) Agreement with Westinghouse Communities of Naples, Inc. to Allow for the Modification of the District's Water Management Facilities	
F) Vacation of Existing Easement	
B) Award of Bids:	99 - 139
1) Water & Sewer Facilities	
C) License Agreement for Access to the Property	139 - 156
D) Construction Financing Agreement	156 - 272

PELICAN BAY IMPROVEMENT DISTRICT
OCTOBER 19, 1988 MINUTES
TAPE NUMBERS & CORRESPONDING AGENDA ITEMS

(PAGE 2)

AGENDA ITEM

NUMBER ON TAPE

9. Attorney's Report.	272 - 347
10. Engineer's Report.	347 - 350
11. Manager's Report.	350 - 403
12. Certificates of Payment.	403 - 440
13. Confirmation of Invoices and Operating Summaries.	440 - End (Tape 1, Side B) 0 - 113 (Tape 2, Side A)
14. Supervisor's Requests.	113 - 148
15. Adjournment.	148 - 150