

Naples, Florida

September 2, 1988

LET IT BE KNOWN, that the Pelican Bay Improvement District met on this date in Special Session at 1:30 P.M., in the Naples Federal Savings & Loan Building, Fifth Floor, 5801 Pelican Bay Boulevard, Naples, Florida with the following members present:

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

ALSO PRESENT: Mr. James P. Ward, Assistant District Manager; Mr. Joe McMackin, Attorney for the District; Mr. Harmon Turner, Consultant to the Board; Mr. Steve Means of Wilson, Miller, Barton, Soll & Peek; Mr. Edward Griffith of Westinghouse Communities of Naples; Mr. John Petty of the Pelican Bay Improvement District; Mr. Russ Mudge, Pelican Bay Resident; and Ms. Jean C. Smith, Assistant Secretary.

AGENDA

1. Roll Call.
2. Discussion on Street Lighting System.
 - a. Consideration of Proposal from Sterner Lighting relative to the replacement of a portion of the District's Street Lighting System
 - b. Discussion on the type of Street Lighting System that the District will use in future installations
 - c. Authorization for Wilson, Miller, Barton, Soll & Peek, Inc. to begin design of Unit VII, Oakmont, Street Lighting System
 - d. Authorization for Wilson, Miller, Barton, Soll & Peek, Inc. to bid the repair of the existing Street Light System.
3. Confirmation of Requisition.
4. Adjournment.

ROLL CALL

Mr. Scofield called the meeting to order at 1:30 P.M. and asked the record show Ms. MacAlister and Ms. Moll absent, with all other members present.

DISCUSSION ON STREET LIGHTING SYSTEM

Consideration of Proposal from Sterner Lighting Relative to Replacement of a Portion of the District's Street Lighting System

Discussion on the Type of Street Lighting System that the District will use in Future Installations

Mr. Ward advised that a copy of a letter, dated August 26, 1988, from Mr. Frank Feeney of Sterner Lighting Systems had been included in the Agenda Package and the letter confirmed Mr. Feeney's verbal commitment to replace all the street lighting poles which did not meet the ASTM standards for "weathering steel". (A copy of this letter is attached hereto and made an official part of these minutes).

Mr. Scofield congratulated Mr. Hake, Mr. McMackin and Mr. Ward for the fine job they had done to bring this matter to a conclusion. Mr. Hake also commented that Mr. Seymour Sekuler had been involved at the very beginning.

Mr. McMackin advised that he felt this Proposal was a better deal than the District could have gotten had the District taken Sterner Lighting to Court and been totally victorious and successful on appeal.

Mr. Holtan concurred that a fine job had been done by all the parties involved.

Mr. Scofield asked Mr. Hake if "weathering steel" is the same as Cor-ten steel. Mr. Hake replied that Cor-ten is a weathering steel;

that weathering steel is nothing more than a name and no matter what name it is called it has to come up to a certain chemical analysis standard.

Mr. Hake commented that Mr. Feeney first started out with the position that even though the District may not have gotten Cor-ten it did get weathering steel and he felt the more Mr. Feeney got involved and after he received the District's test results Mr. Feeney was not going to argue with the results of Mr. Seymour Coburn's and the District's chemical analyses. Mr. Hake advised that Mr. Feeney had since acknowledged that the District did not get Cor-ten poles and thus he had no further arguments.

Mr. Scofield commented that the Cross Reference of Sterner Invoices to Lehigh Test Results showed that the oldest positive weathering steel poles were purchased in January of 1986 and asked whether this was a long enough period of time to tell whether the weathering steel would hold up.

Mr. Hake replied that the District has received correspondence that shows that if the steel the District currently has on hand is not subjected to the problems it has been subjected to in the past, it will last 30 years or longer if it is handled properly. Mr. Hake also commented that the boxes have to be taken away to expose the pole to the air, the poles have to be raised off the grass and the landscaping has to be kept away from the poles, regardless of what kind of steel is used.

Mr. Scofield asked whether any of the poles on Ridgewood Drive

and Bentwood Drive showed any signs of deterioration. Mr Ward replied in the affirmative, however, advised that the poles still meet the specifications. It was Mr. Ward's opinion that if the landscaping is cut back around the poles, the boxes are taken off and the bases are raised, the system should remain in good shape.

Mr. Scofield asked whether the luminaire currently used for the weathering steel pole would be the same if an aluminum or concrete pole was used. Mr. Hake replied that if it were a concrete pole the method of fastening would be different and the method of fastening to an aluminum pole would be the same if the aluminum pole had the same shape and the same size box. He explained that if the shape of an alternate pole was any different than currently in use there would be a problem in switching luminaires from the old poles to a new pole.

Mr. Hake recommended that the District remain with the same pole. He stated that all of the information that had been received from Seymour Coburn indicated that if the poles are treated properly there should be no additional problems. He advised that this also concurred with WMBS&P's findings. He remarked that Mr. Coburn was of the opinion that if a simple cleaning and scrapping of some of the deteriorating poles followed by the painting of the surface were to be performed then the poles would be an asset to the District for a long period of time.

It was Mr. Hake's suggestion that the District should accept the new poles from Sterner and keep the existing poles as they are and then replace the poles which are in the worst shape with the new poles and put the other poles into inventory and as the District expands do

nothing more than buy luminaires for the poles as they are needed. He commented that by proceeding in this manner the street lighting system would be uniform throughout Pelican Bay and the District's costs for future expansion would be dramatically decreased.

Mr. Ward advised that of all the thirty foot poles currently in place there was only one bad enough to have to take down; thus, in effect if the District took the replacement poles from Sterner there would be eighty eight (88) thirty foot poles in inventory that could be used for the expansion of the system. Mr. Scofield asked where the area of weakness was in the thirty foot poles. Mr. Hake replied the problem is in the bottom four inches of the poles and if the poles had to be cut off six inches no one would really be able to tell the difference and the direction of the luminaires wouldn't change dramatically.

Mr. Means advised that from the information that WMBS&P has gathered the life expectancy of the Cor-ten pole, if installed properly, is in the fifty to eighty year range. Mr. Scofield asked Mr. Means if WMBS&P would be rewriting the specifications on how the street lighting poles are to be installed. Mr. Means replied that he would review the specifications that were supplied before they were the District's Engineers and revise them appropriately to give the proper installation details. Mr. Scofield asked about the inspection plate that is just high enough for the sprinklers to hit. Mr. Means replied that they would look into this to insure that some type of gasketing material is placed between the pole and the cover to minimize leakage.

Mr. Ward commented that he fully agreed with everything that

had been said and it was his opinion that if the system was properly designed and installed, the District would have a very good street lighting system for years to come. He also concurred that keeping and fixing the current street lighting system and using the poles supplied by Sterner as inventory would substantially decrease the costs of the system.

Mr. Hake remarked that Mr. Feeney had advised him that he would await the Board's decision as to the type of pole the District desired and subsequent to the Board's decision would immediately contact Millerbernd to obtain a delivery schedule and he would then pass this delivery schedule on to the District and have the poles shipped as soon as they were fabricated.

Mr. Scofield asked if Sterner would be replacing the one hundred and twenty five poles (125) which were defective. Mr. Hake responded that Sterner had already replaced sixteen poles and would be sending an additional one hundred and nine poles (109).

Mr. Russ Mudge, a PBID resident, asked whether Sterner Lighting would be taking back the old poles. Mr. Hake replied that Mr. Feeney had indicated that Sterner did not want the old poles.

Mr. McMackin suggested the Board needed to discuss the District's response to Sterner Lighting if Sterner asked for a release from further liability upon delivery of the 109 poles. Mr. Hake suggested that the release be held in abeyance at the present time because of a question he had previously asked Mr. Feeney and to which Mr. Feeney responded if the poles did not come up to the specifications

then he not only owed the District poles but something else as well. He commented that in his last conversation with Mr. Feeney he had asked him what he had meant by this remark; i.e., did it mean Sterner would also stand the cost of the actual work it takes to replace the poles. Mr. Feeney replied that it depended on whether he could submit the claim under his products liability insurance policy. Mr. Hake indicated that if this matter could be claimed under Sterner's insurance policy he was sure the District would get some additional funds, however, if he could not claim it under his insurance policy then he was sure that Mr. Feeney would ask the District just to accept the poles and relieve Sterner of any additional liability. Mr. Hake suggested that if this were the case rather than muddy the waters the District should accept Sterner's offer of just the poles without getting into any further liability discussions because at that point, the District might come up a loser. In response to Mr. McMackin's comments, Mr. Hake suggested that until Sterner had an answer as to whether the insurance company would pay the claim, the matter of the release be reserved for a topic of a future discussion.

At this time, Mr. Hake moved, seconded by Mr. Holtan and approved unanimously that staff be authorized to notify Mr. Frank Feeney of Sterner Lighting System of the Board's decision to remain with the Cor-ten street lighting poles and that the Board agrees to Sterner Lighting Systems offer to ship the balance of the one hundred and nine street light poles which showed negative test results (109 poles), including thirty foot and twenty foot poles, and the District would keep the old poles.

Authorization for Wilson, Miller, Barton, Soll & Peek to Begin
Design of Unit VII Street Light System

Mr. Ward advised that Unit VII is the extension of the Unit VI Oakmont Subdivision and as he indicated at the last meeting the subdivision is currently under development and homeowners are expected to move into this area the later part of this year. He advised that in keeping within the program the Board just approved it would be appropriate at this time to authorize WMBS&P to design these facilities and suggested the poles which will be coming from Sterner could be used to help install this system. Mr. Ward remarked that he was in receipt of a Work Authorization from WMBS&P, in an amount not to exceed \$8,000, for the design, bid, award of contract and construction inspection for the Unit VII Street Lighting System.

Mr. Scofield asked how many poles would be required for Unit VII. Mr. Ward replied that until the system is designed this figure would be just a guess. Mr. Means offered his best estimate at this point in time was nine poles.

It was Mr. Holtan's opinion that the amount of \$8,000 was a lot of money to put in nine poles. Mr. Means responded that this fee included the bidding process and construction inspection services and certification, as well as the cost to design the system. He advised that the Proposal also included monies to contract with a sub-consultant for the electrical design. Mr. Means also explained that the \$8,000 is a time and materials number, not to exceed \$8,000, and the final figure could very well be less than \$8,000. He also commented that since this would be WMBS&P's first street lighting contract there would be certain

overhead time involved in putting together new specifications and contract documents that would be able to be used in future street lighting contracts. Mr. Hake commented that on the face of it \$8,000 seemed expensive, however, if the specifications were going to be rewritten and be meaningful and could be used in future projects, then he would be inclined to say it was a fair number. However, he hoped the fees would be less than \$8,000.

Mr. Hake remarked that he felt that the bids for Unit VII, as well as all future bids, should be publicly opened at a Board meeting. Mr. Ward replied this could be done if it was the Board's desire, however, advised that all bids are publicly opened and in the advertisement for bids which are published in the newspapers there is a time and place certain at which the bids are opened and any member of the public, including any member of the Board, is invited to attend. He explained that the bid openings have not taken place at the Board meetings because once the bids are opened it takes a great deal of time to tabulate the bids, to check for errors in quantities and dollar extensions and to insure everything submitted by a Contractor is in accordance with the Contract documents. He advised that after the bids are tabulated by the Engineer, bid tabulations are submitted to the Board for their review. Mr. Hake suggested that in the future, District staff or the Engineers notify the members of Board as to the time and place of any bid opening. Mr. Ward commented that this would be done in the future.

Mr. Holtan advised that it will be incumbent upon the Board

when new street lighting areas come on line to remember that WMBS&P has already performed and been paid for the engineering work for the specifications. Mr. Ward commented that he did not know how much WMBS&P had included in the Proposal under consideration for preparation of the specifications and asked Mr. Means to supply staff with this figure.

There being no further discussion, Mr. Holtan moved, seconded by Mr. Hake and approved unanimously the Work Authorization from Wilson, Miller, Barton, Soll & Peek for the design of the Unit VII Street Lighting System, in an amount not to exceed \$8,000.

Authorization for Wilson, Miller, Barton, Soll & Peek to Bid Repair of Existing Street Light System

Mr. Ward advised that he was in receipt of a Work Authorization from Wilson, Miller, Barton, Soll & Peek, Inc. for the design, bid, award and construction inspection of repairs to the existing street lighting system, in the amount not to exceed \$5,000. He explained that this work would include such items as lowering the grade around the bases, raising the bases as needed, making the revisions to the plates located approximately one foot above the base and the landscaping revisions around the poles currently in place.

Mr. Means reported that some months ago he and Mr. John Petty had inventoried the existing poles and of the 196 total poles determined that approximately 116 of the pole bases would need some type of modifications. He explained that WMBS&P now had to put together drawings showing the locations of all of the pole bases and what needed to be done to the pole bases.

Mr. Hake suggested that the way WMBS&P currently has the

program laid out is that the pole is going to have to be removed; there is going to have to be some sort of framework built around the existing base and a new base poured on top of it. He suggested the use of a simple prefabricated 8" concrete base and to have these fabricated off site so that when the Contractor comes along with his lift, he breaks the connections, lifts the pole up, sets a piece of concrete down on some grout, sets the pole back down and you are back in business within a matter of hours. Mr. Hake suggested that the bases be prefabricated off site and since the largest portion of the costs for the repairs is labor; by proceeding in this matter the costs should decrease. He also suggested that if the District proceeded in the way the repair work is currently laid out the lights would be out for days. Mr. Means responded that this was a very good suggestion and he would take a look at using prefabricated bases.

Mr. Hake commented that he felt it was extremely important for WMBS&P to spend extra time on construction inspection to make sure the work was done correctly. Mr. Means responded that he had included extra time in the proposal for construction inspection in order to make sure each pole was inspected properly.

Following further discussion, Mr. Hake moved, seconded by Mr. Holtan, and approved unanimously the Work Authorization from Wilson, Miller, Barton, Soll & Peek, in an amount not to exceed \$5,000, to bid the repairs of the existing street lighting system.

Mr. Hake commented that he would hope WMBS&P would refer to the correspondence supplied by Mr. Seymour Coburn regarding the

installation of the poles as it was most important that the poles receive sunlight and air on all sides.

CONFIRMATION OF REQUISITIONS

Mr. Ward advised that there is an outstanding bill with Sterner Lighting Systems for \$10,591.30 for street lighting poles which were ordered by the District just prior to the corrosion problem and he felt it would be appropriate at this time to pay Sterner for this outstanding invoice. He commented that Mr. Feeney brought this matter up in their telephone conversation and both he and Mr. Hake felt that it would be in order to pay the invoice at this time.

At this time, Mr. Hake moved, seconded by Mr. Holtan and approved unanimously, Requisition No. 2, to Sterner Lighting Systems, Inc. in the amount of \$10,591.30 for payment of the West Boulevard Street Lighting poles.

SUPERVISORS REQUESTS

Mr. Hake stated that in the event that the District is unable to collect any additional costs from Sterner Lighting Systems without forcing them into a Court situation, he felt it would be a good idea to determine whether or not the District has any recourse against Westinghouse Communities of Naples, Inc. for doing all the landscaping with no conception whatsoever about what they were doing to the poles and Post, Buckley, Schuh & Jernigan, Inc., who performed the design work; in which they did not take into consideration that the poles were Cor-ten. Mr. McMackin stated that it would seem that at this point in time it would be appropriate to begin this process with PBS&J on the

design as at least initially the District would be expending the funds for the repair work and ultimately if this money was recovered from Sterner, the District could cross this bridge when it came to it. He commented that if it were the Board's desire he would begin these discussions.

Mr. Scofield asked Mr. Ward if he felt the timing was right or whether the matter should be deferred until the District was through with Sterner. Mr. Ward replied that he felt the District was finished with Sterner and if the Board desired to proceed with discussions with PBS&J he felt the time to do it was now. It was the unanimous decision of the Board that Mr. McMackin be authorized to proceed with discussions with Post, Buckley, Schuh & Jernigan, Inc. regarding their design of the street lighting system.

ADJOURNMENT

There being no further business to come before the Board, Mr. Hake moved, seconded by Mr. Holtan and approved unanimously that the meeting be adjourned. Time: 2:15 P.M.


MILES B. SCOFIELD
PRESIDENT

August 26, 1988

STERNER

STERNER LIGHTING SYSTEMS INCORPORATED

Mr. James Ward
Pelican Bay Improvement District
801 Laurel Oak Drive
Suite 510
Naples, Florida 33963

Dear Jim:

Confirming and reiterating our commitment to you, Sterner Lighting will replace all those poles sold to Coral Bay Properties and Pelican Bay Improvement District that do not meet the ASTM standards for "weathering steel".

Your tests indicate that all poles supplied by us and manufactured by Union Metal do not meet the standards. All poles manufactured by Millerbernd Mfg Co. do meet the standards. Your P.O.'s 39390, 37581 and 39077 were from Millerbernd Mfg Co. The others were from Union Metal.

We will get specific about the replacement schedule after you decide which pole materials you wish to use for your future requirements.

As we discussed this morning, we will review all of this with you immediately after Labor Day.

We will send a price comparison chart, early next week.

Very truly yours,
STERNER LIGHTING SYSTEMS INCORPORATED

Frank M. Feeney
Frank M. Feeney
President

You and Jim indicated that you will be paying our Dec '87 invoice for approx \$10,000, upon receipt of this letter. We appreciate it.

FWF