

**SUMMARY MINUTES  
PELICAN BAY SERVICES DIVISION ADVISORY BOARD SPECIAL SESSION  
SEPTEMBER 14, 2009**

**LET IT BE REMEMBERED** that the **Pelican Bay Services Division Advisory Board**, in and for the County of Collier, having conducted business herein, met on **Monday, September 14, 2009 at 1:00 PM in Special Session** at the **Community Center at Pelican Bay**, 8960 Hammock Oak Drive, Naples, with the following members present:

**Pelican Bay Services Division Advisory Board Members**

Mary Anne Womble, Chairwoman	Michael Levy
Tom Cravens	Gerald Moffatt
Keith Dallas, Vice Chairman	Geoffrey Gibson (excused absence)
Ted Gravenhorst	Theodore Raia (excused absence)
John Iaizzo	Hunter Hansen (excused absence)

**Pelican Bay Services Division Staff**

Neil Dorrill, Administrator  
Kyle Lukasz, Field Operations Manager  
Mary McCaughtry, Recording Secretary  
Lisa Resnick, Administrative Assistant

**Special Guests**

Mr. Kevin Mangan, Principal and Landscape Architect, Wilson Miller  
Mr. Steve Sammons, Sr. Landscape Architect and Sr. Associate, Wilson Miller  
Mr. Jim Hoppensteadt, President, Pelican Bay Foundation  
Bruce Anderson, Attorney, Roetzel and Andress

**AGENDA**

1. Roll Call
2. Approval of August 5, 2009 Pelican Bay Services Division Advisory Board Meeting Minutes
3. Approval of Amended Section of July 13, 2009 Meeting Minutes with Motion
4. Administrator's Report
  - a) Proposed Inter-local Agreement with Scope of Services for Community Master Planning Discussion with Mr. Jim Hoppensteadt and Presentation by Mr. Kevin Mangan and Mr. Steve Sammons of Wilson Miller.
  - b) Monthly Financial Report Update
  - c) Website Proposals & Staff Recommendation
5. Chairwoman's Report
  - a) Public Education Blue Sky Documentary Video Discussion & Update
6. Capital Projects
  - a) Crosswalk and Intersections Thermoplastic Restriping Update
7. Community Issues
  - a) Street Lighting Relocations – Complete
8. Committee Reports and/or Requests
9. Old Business
  - a) Discussion of Lighting at North Tram Station #8 Pedestrian Walkway
10. New Business
11. Miscellaneous Correspondence
  - a) Ongoing Projects Status Sheet
  - b) Florida Sunshine Law and Ethics Workshop
12. Audience Comments
13. Adjournment

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**ROLL CALL**

Madam Chair Womble called the meeting to order and tasked Ms. McCaughtry to take Roll.

Ms. McCaughtry responded that Dr. Raia, Mr. Gibson, and Mr. Hansen were absent, leaving a quorum of seven members.

**APPROVAL OF THE AUGUST 5, 2009 PELICAN BAY SERVICES DIVISION ADVISORY BOARD MEETING MINUTES**

Chairwoman Womble moved on to the next item that was approval of the August 5, 2009 Pelican Bay Services Division Meeting Minutes.

Mr. Moffatt asked Mr. Cravens if he was referring to the July 13, 2009 meeting minutes on page 8118. It reads, "Mr. Cravens would like to follow up at the next meeting on corrections to the minutes." Mr. Moffatt requested confirmation.

Ms. McCaughtry confirmed that the meeting minutes that Mr. Cravens was referring to was July 13, 2009.

Mr. Moffatt said that on page 8146, he was unsure of what Mr. Iaizzo was referring to in his is comment, "If Mr. Hall did not have the tools, to let the Board know what he needed and the Board would provide." Mr. Moffatt said to Mr. Iaizzo that this related to Mr. Iaizzo's concerns about the mangroves and if Mr. Hall needed something from the Board.

Mr. Iaizzo responded, "I think that you have to go back a few lines before that to build up to that question, that reads, "Mr. Iaizzo said that he was concerned about the mangroves. He asked Mr. Hall if he had the tools to provide early warning or a head's up a problem needs addressing. Mr. Iaizzo expressed that if Mr. Hall did not have the tools, to let the Board know what he needed and the Board would provide." Mr. Iaizzo added, "I wouldn't even waste your time on it."

Mr. Gravenhorst offered that he believed the tools referred to visual monitoring.

Mr. Moffatt said, "Okay," and continued. Referring to the motion made on page 8147, he asked if Mr. Tim Hall's contract was renewed.

Ms. McCaughtry explained that Mr. Tim Hall via Turrell, Hall & Associates was not a County approved vendor for the upcoming Fiscal Year 2010, therefore there was a pending request for Mr. Hall's services.

Mr. Moffatt asked if it was possible to utilize Mr. Hall's services and expressed, "I would hate to lose Tim."

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Mr. Dorrill responded that he believed it was the Board's consensus that they did not want to lose Mr. Hall. The County did not select Mr. Hall's firm Turrell, Hall & Associates for annual marine consultant services. Turrell, Hall, & Associates is an approved local subcontractor and services utilized through the firm the County selected to perform marine consultant services, PBS&J.

Mr. Iaizzo asked if Mr. Hall's or Turrell, Hall & Associates' could be hired as a local subcontractor.

Mr. Dorrill said that staff was looking into continuing to utilize Mr. Hall's services through his firm, Turrell, Hall & Associates without incurring any extra overhead cost by the primary contractor. He said he did not expect a problem, but if it were, he would disclose that information at the next meeting of October 7, 2009.

Mr. Iaizzo confirmed Mr. Dorrill's statement that it should not be a problem to continue to work with Turrell, Hall, & Associates via Tim Hall.

Mr. Dorrill confirmed that was the intention.

Mr. Cravens made a motion to approve the August 5, 2009 Pelican Bay Services Division Advisory Board Summary Meeting Minutes as amended.

Mr. Levy seconded.

The Board voted and unanimously approved the August 5, 2009 Summary Meeting Minutes as amended.

***Mr. Cravens made a motion to approve the August 5, 2009 Pelican Bay Services Division Advisory Board Summary Meeting Minutes as amended. Mr. Levy seconded the motion. A vote taken approved unanimously the meeting minutes as amended.***

**APPROVAL OF AMENDED SECTION OF JULY 13, 2009 MEETING MINUTES WITH MOTION**

Chairwoman Womble moved along to the next item, approval of the amended section of July 13, 2009 meeting minutes; a clarification of the motion regarding the inter-local agreement.

Mr. Moffatt made a motion to adopt the amended section of the July 13, 2009 Meeting Minutes, clarifying the motion regarding the intent of the inter-local agreement.

Mr. Dallas seconded the motion.

The Board voted and approved the amended motion of the July 13, 2009 Meeting Minutes unanimously.

***Mr. Moffatt made a motion to adopt the amended section of the July 13, 2009 Summary meeting minutes that clarified the intent of the inter-local agreement. Mr. Dallas seconded the motion. A vote taken approved unanimously the meeting minutes as amended.***

**ADMINISTRATOR'S REPORT**

**PROPOSED INTER-LOCAL AGREEMENT WITH SCOPE OF SERVICES FOR COMMUNITY MASTER PLANNING DISCUSSION WITH MR. JIM HOPPENSTEADT, PRESIDENT, PELICAN BAY FOUNDATION; AND MR. KEVIN MANGAN, PRINCIPAL, LANDSCAPE ARCHITECT AND MR. STEVE SAMMONS, SR. LANDSCAPE ARCHITECT & SR. ASSOCIATE OF WILSON MILLER**

Mr. Dorrill introduced today's topic to explore the joint venture and inter-local agreement between the Pelican Bay Services Division and the Pelican Bay Foundation, the associated contracts, and proposed fee schedule. The inter-local agreement will to implement proportionate fee sharing for the Strategic Master Planning project. The agreement will outline each entity and those assets that are under their purview. . Mr. Dorrill also pointed out that there are other community assets or amenities under the purview and responsibility of the Foundation, that the Services Division is indirectly involved, but not necessarily an active participant.

Mr. Dorrill stated that his intent when discussion began on this subject was to "jumpstart" it in such a way to have some meaningful work product to examine during the upcoming "Season" and to do that in cooperation with the Foundation. He said that if this Board feels there is an opportunity to do their own analysis and master redevelopment plan for those assets owned by the Services Division and Collier County it can be done, but the Services Division will unlikely be able to negotiate beneficial cost sharing. Note that the inter-local agreement must meet the County's requirements to declare the Foundation a 'sole-source' provider within the preamble of the inter-local agreement. "I don't want anyone here to somewhat think that the way that it is worded in any way infers that they are smarter, more intelligent, and more handsome or good looking to this Board, because frankly, that is not true and I never meant that to be. We need distinguish the fact that the Foundation is our partner in a unique situation based on the sub-consultants Wilson Miller. I think we have done a good job of showing the different tasks within the overall Scope of Services for those things that go back to last year's 'Chinese Menu' approach to any and everything that should be evaluated, so that we could come up with some proration of fees as part of that. There are actually three separate agreements. There is the inter-local agreement, which is frankly very simple and intended to be. It has a very clear and definitive termination provision in the unlikely event that this process does not work well, simply by giving notice to the other party. Second, there is a very detailed professional services agreement, then there are the individual task descriptions, fees, and proration involved. Mr. Hoppensteadt is here today, as well as the Foundation's legal counsel, Mr. Bruce Anderson to discuss some of these legal hurdles with us between the County's Purchasing director and legal staff," and to explain their intent and answer Board member questions.

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Mr. Hoppensteadt addressed the Board and stated that at the Foundation's last Board meeting, "The Foundation Board unanimously passed its desire to work with the Pelican Bay Services Division Board in a joint effort. The Foundation Board endorsed the strategy of creating an inter-local agreement. Mr. Bruce Anderson is here to talk about that, and Mr. Anderson can explain how he structured the agreement. The Foundation Board endorsed the selection of Wilson Miller as the best-qualified Landscape Architect firm. Mr. Kevin Mangan and Mr. Steve Sammons are here today to talk about their firm's qualifications and to answer any questions, so I guess the best thing to do is to hold your questions and at the appropriate time Mr. Anderson, Mr. Mangan and Mr. Sammons will be happy to come up [to the podium] and provide answers. He added Ms. Ronnie Bellone and Mr. Merlin Lickhalter, both Co-Chairs of the Strategic Planning Committee are also here to answer any questions regarding their vision and thoughts about Strategic Planning.

Mr. Moffatt asked for some background information regarding the inter-local agreement, who drafted it, and if the County Attorney did not write it, has the County Attorney seen and commented on it.

Mr. Dorrill responded that he would let Mr. Anderson respond to Mr. Moffatt's questions, as well as disclose any conversations that Mr. Anderson may have had with the County.

Mr. Bruce Anderson, an attorney with Roetzel and Andress stated that he prepared the draft inter-local agreement and recently submitted it to the Collier County Attorney where it received a preliminary review. He submitted it to the Purchasing Department and Purchasing requested additional information, which was provided and resubmitted last week, but he has not heard back.

Mr. Gravenhorst asked if the draft Mr. Anderson was referring to was the one the Board received.

Mr. Anderson confirmed that the Board did receive the most recent draft.

Mr. Levy asked if the inter-local agreement was specific to the study Phases scheduled to take place over the next six months and whether it obligated the Services Division to implement any part of recommendation(s) made by the consultants resulting from the outcome, even though the Services Division is a party to the inter-local agreement. He used the example of Scope item 2.2, Master Streetscape Plans for Landscape and Irrigation Phases I, II, III and that there is a twenty (20) percentage Services Division vs. eighty (80) percentage Foundation split for the cost of that Scope item. He asked if at the end of study is the Services Division free to choose parts of recommendations to implement, when the Services Division chooses to, "and if so be it, nothing at all. In other words are we under obligation."

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Mr. Dorrill stated that the Services Division is not obligated in any way. This project does include “Design Development” that takes the study beyond the conceptual drawings and evaluates the engineering, construction, and budgeting efforts for any individual project. It does not include any permitting or construction drawings, so at the end of the master planning process, he suggests that the Services Division stop and reevaluate to determine appropriations for projects this Board wants to fund for the construction drawings or implementation.

Chairwoman Womble confirmed with Mr. Dorrill that a series of “checks and balances” exist, and the Board will be kept apprised of project updates, so as the process continues to move forward the project can be monitored and constantly reevaluate before “things go too far too fast.”

Mr. Dorrill said that the agreement is general enough during the Design Development phase to have several pre-application meetings with the appropriate County or State permitting agencies to discuss any obstacles or requirements.

Chairwoman Womble said that Mr. Mangan, landscape architect and project coordinator for the landscape architects, has assured the Strategic Planning Committee that this Board, the Foundation Board, and the citizens of Pelican Bay will be in tune and educated as to the broad conceptual plans. “I don’t think we’re going to chose which trees go on what block or area, or what type of tree, but conceptually we will have a very good idea.” She added that this Board would most likely have even more specific information.

Mr. Moffatt asked if the schedule of fees is a part of the inter-local agreement and if the total fee for Wilson Miller is a best estimate. He further asked what the total extent of the fees is. In other words, he asked if it was a fixed price contract.

Mr. Dorrill responded that with the exception of reimbursable expenses, yes, the fee schedule is a fixed price contract; otherwise, this Board would have to authorize a change order to amend the scope as outlined.

Mr. Moffatt asked how the proportionate share or split between the between the Services Division and the Foundation was determined.

Mr. Dorrill explained that there was not really a scientific formula, but based more on a perceived benefit between the Services Division and the Foundation. Based on his observations and understanding, determination was based on the Foundation’s more elaborate plans for its amenities.

Mr. Moffatt asked who determined the breakdown.

Mr. Dorrill answered that he and Mr. Hoppensteadt determined the breakdown.

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Mr. Levy asked if the \$226,790 spent on the study is accurate and how it was determined. He further questioned if the consultants submitted how many hours it would take per task, or how did they reach a decision to calculate cost.

Mr. Dorrill answered that there was not any determination made by individual hours per task, but that it was determined by phases and at the end of each phase, this Board briefed thoroughly. Based on his observations, estimated man-hours did not determine fee costs.

Mr. Mangan explained that he looked at each individuals participating in any activity and broke that down into man-hours, but due to the fixed fee nature of the contract, the hourly basis really supports the math. The billing is on a fixed fee basis.

Mr. Levy asked what is the rationalization, "and how do we know if \$60,000 is a good number for Master Streetscape Plans if we don't really know how much effort you are putting into it?"

Mr. Mangan said that background information is certainly available, "but it has no ultimate face of a management contract of a fixed fee nature of that time," i.e., man-hours.

Mr. Levy asked Mr. Hoppensteadt if they looked at any bids from any other firms.

Mr. Hoppensteadt referred to Mr. Dorrill and suggested he walk the Board through a consultant qualifications-based selection process. He added that the agreement is a qualification-based selection. He added they did get a sense of the magnitude of the Scope during the selection process and Wilson Miller price is competitive based on their understanding of the scale of the Scope and initial estimates. The first additional Scope from the second highest qualifications bid was approximately \$300,000. We added on to the original because when we scheduled out the Scope of work, we realized that we inadvertently did not ask for work on primarily the berm that is a critical component of the tram station network of Pelican Bay. We did ask for a breakdown of costs of fixed fees by phase, so that we could realistically determine whether the cost was reasonable and after evaluating the Scope of work at each phase, we did determine the cost to be reasonable. On a qualification based selection you do not get apples to apples read on a competitive basis and going through the Scope items we felt that it was a reasonable allocation of cost due to the level of expertise and effort and one would have to understand that in order to make that determination. Mr. Hoppensteadt referred to Ms. Ronnie Bellone and Mr. Merlin Lickhalter, Co-Vice Chairs of the Strategic Planning Committee to explain because they were a part of that process.

Mr. Levy asked Mr. Dorrill if this project study agreement met the County's criteria.

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Mr. Dorrill responded that yes because the scope of services have been identified as very specific and measurable and that this type of agreement is consistent with a governmental type format and should easily meet the County's requirements. Wilson Miller has other annual agreements in place for landscape architecture, civil engineering, surveying and other things of that nature that demonstrate how these fees tie back to the task. Mr. Dorrill explained that he has done some random 'ground trooping' if you will. I believe that the first thing the consultant would do is review all of the development orders and entitlements in place for the entire community. The very first Scope item, General Services & Review of Standing Development Orders, Permits and Codes, for which they impose a total charge of \$6,660, that is the way of measuring fee against perceived work and that based on his background and experience that the Fixed Fee Schedule is consistent and customary."

Mr. Gravenhorst addressed Mr. Dorrill and said that he noticed on the distribution of the Scope items that the proportionate share varies with the Foundation assuming a slightly higher share (approximately 15%) than the Services Division. Referring to Scope 2.7, Community Traffic Calming and Safety Recommendations, if the fees are shared equally all the way to the end and the cost is distributed 50/50, what provisions are there to resolve differences amongst the Foundation Board and Services Division Board.

Mr. Dorrill responded that if a situation develops where the two Boards disagree, then the determining factor would fall on who owns that asset. In this particular case citing Mr. Gravenhorst's example of Scope 2.7, the Services Division or Collier County is the responsible party.

Mr. Gravenhorst repeated what Mr. Dorrill said for confirmation that "the owner of the asset will have the final say as to what happens to anything being done to that asset."

Mr. Dorrill affirmed and added, "That is correct through the master planning stage."

Mr. Gravenhorst stated the Inter-local Agreement does not cite that.

Mr. Dorrill said that is not the intent, but if there are competing interests that he would like this Board to show him within the inter-local agreement, "for lack of a better term, where they could crumble."

Mr. Moffatt changed the subject briefly while the Board was searching the document. He had questions and began on the first page of the inter-local agreement with the fifth "WHEREAS, the District and the Foundation are both funded only by the residents of the Pelican Bay Community." He questioned the word "only" and explained that the Services Division receives monies from Fund 111. He suggested another word replace 'only' such as "primarily" or equivalent synonym.



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Mr. Iaizzo stated that Fund 111 is strictly for Clam Bay.

Mr. Dorrill added that the term 'residents' isn't necessarily specific enough and suggested adding "property owners" because that term would be all inclusive.

Mr. Dallas also pointed out that Fund 111 comes from general County revenues.

Mr. Dorrill clarified that Fund 111 comes from unincorporated County revenues, but in this particular case they do not support any activity contemplated as being part of this agreement. The County only approved those funds for Clam Bay conservation.

Mr. Moffatt asked Mr. Dorrill if the County would "buy into that worry."

Mr. Dorrill responded that he did not see that as being problematic.

Mr. Moffatt addressed Mr. Dorrill's suggested changes to the fifth "WHEREAS, the District and the Foundation are both funded only by the residents of the Pelican Bay Community and agreed to add "and property owners" following "residents."

Mr. Iaizzo said that "commercial" property owners should also be included.

Chairwoman Womble and Mr. Dorrill both said that commercial owners is implied in property owners and not necessary.

Page one of the inter-local agreement, the fifth WHEREAS, was revised to read, "WHEREAS, the District and the Foundation are both funded only by the residents and property owners of the Pelican Bay Community; and."

Mr. Gravenhorst addressed three additional WHEREAS' on page two of the inter-local agreement:

Page two, first WHEREAS, the District finds that the Foundation is the only entity that could properly manage the work project in a manner that is consistent and continuous on District and Foundation Lands; and

Page two, second WHEREAS, the District finds that the Foundation is the only entity that is ready, willing, and able to manage the Work Project; and

Page two, third WHEREAS, the District finds that the Foundation is the sole source provider to manage the Work Project on District and Foundation lands; and.

Mr. Dorrill responded that the intent of the inter-local agreement is to underscore that this is a joint venture between the two Boards. He further said that this Board clearly has the right to engage landscape architects and civil engineers and land surveyors to produce your own master plan for those assets that the Services Division owns. In essence, the Services Division is the "client" of the Foundation. The Foundation is serving as the "master

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consultant.” As the client, if the Services Division is not happy with the work product or recommendations, then the Services Division can exercise its right to terminate the inter-local agreement as stated in paragraph 8 on page 3. Mr. Dorrill added that if the Board has suggested changes that will not “run afoul” of the County Attorney’s office, then this Board must continue to point out that the Foundation is in a unique position to assist the Services Division as a local partner to accomplish joint goals.

Mr. Gravenhorst said that that decisions made regarding land owned by the Services Division owns cooperatively and by consulting with this Board, not unilaterally.

Mr. Dorrill said that no decisions are made unless a majority of the members of this Board adopts those recommendations. This is for the purposes of moving forward with permitting, design, and construction phases.

Mr. Gravenhorst said, “signing on as Pelican Bay Services and spending the money to study what is rightfully owned by Pelican Bay Services Division and the County, it sounds like that is going forward whether or not anything happens later on with the work and the research that is going to be done.” He asked Mr. Dorrill if that was correct.

Mr. Dorrill confirmed.

Mr. Gravenhorst said that by the Services Division signing the inter-local agreement, referring to the WHEREAS’ that he stated above, that the Services Division is signing away their control over all decisions to the the Foundation. Based on the terms of the inter-local agreement, the Foundation will make all decisions and determine implementation for all study aspects, including which consultants are hired and monies expended. He said, “Once we have signed this, we are out of the loop.”

Mr. Dorrill said, “Except for the fact that the schedule that identifies the tasks and the fees being charged for each one of the thirteen tasks are exhibits to the agreement.”

Mr. Gravenhorst said that he understood, “but we are out of the loop as Michael [Levy] was querying just a minute ago, asking how do we know what is going to happen from that item, or are we going to be told what will happen.”

Mr. Dorrill explained by using an example of the Scope 2.2, Master Streetscape Plans for Landscape and Irrigation, Phase one, two, and three. He said that he did not interpret this inter-local agreement as a negotiation to trade away the Services Division’s rights. The Services Division is a direct representative of the Board of County Commissioners and the purpose of the agreement is to define and determine what types of areas, what types of

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plants, or what types of rehabilitation or irrigation components for this community. If there is a dispute between this Board and the Foundation Board as to what is planted, replanted, or reworked, the intent is because that asset is a public asset is that this Board's desire will be recommended to the Board of County Commissioners. Mr. Dorrill said, "To quote Mr. Gravenhorst, we are in essence trading away our day to day management of the agreement and this is what is needed in order to do this as a joint venture. If we just want to engage our own consultant, whether that is Wilson Miller or someone else, to evaluate, plan and make recommendations for redevelopment, you may certainly do that."

Chairwoman Womble explained that the purpose of implementing an inter-local agreement is to utilize the taxpayer's money from the residents and property owners of Pelican Bay in the judicial and financially feasible manner in order to have the best possible product. She stated, "since it is all our money through the Foundation or through our tax monies from Pelican Bay Services Division, the idea is to finally come to an agreement that we want to use our money successfully more so than we have in the past simply because it is our money, all of ours. Rather than redoing things or being at odds with the overall plan from both ends, this is a way to bring us all together in one line, our own money all together."

Mr. Dorrill said, "This does involve a certain amount of cooperation and frankly, I'm the newest guy in the room and I do not think that any members of the Foundation Board are primarily focused on those things that you tell me to do and those assets that you own and operate on behalf of the County. This is a novel approach, I'll grant you that, but again it seems to be the only way for us to work cooperatively and also get them to help pay for this initial evaluation and planning effort taking place."

Mr. Dallas said, "It is also true that if we were to go on our own. We would never get this done this easy."

Mr. Dorrill said, "I don't think so," based on the size and scope of this project.

Mr. Dallas, addressing Mr. Gravenhorst said, "Ted, I understand your concerns, but my concern is what I voiced in a memo I sent out a while ago, was just how and when we get our input for this whole system. I hope that if we have good input early on, that reasonable people would want reasonable answers and I do not see where the Foundation has any different interests than we do. Maybe some of the individuals do, but we disagree amongst ourselves, too."

Mr. Dorrill suggested that Mr. Mangan explain how he intends to evaluate the client's needs and report preliminary findings, again speaking to my example of the landscape that this community is known for its land full

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of cold-tolerant, somewhat drought resistant landscape.” Say that Wilson Miller brought forward a crazy scheme to change drastically the landscape of Pelican Bay and try to turn it into a tropical destination resort. “Mr. Gravenhorst will be the first to say, ‘I’d like to make a motion to fire our district administrator because we sure did waste a lot of money funding cockamamie schemes from Wilson Miller without us knowing that’s where this was going.’”

Mr. Mangan said he has been to a number of the Services Division Board meetings and that from what he understands the most important part of the process working with the Pelican Bay community right off the bat is the concept of checks and balances in this process from beginning to end. Wilson Miller does not intend to make any decisions without the approvals of both the Foundation and Services Division Boards. The checks and balances is actually section 2.13 of the Scope of Services proposal. They have highlighted public participation and he believes public participation is the most telling as far as checks and balances are concerned for all the interested parties. During the initial part of Phase two, the first few weeks of Wilson Miller’s effort is to focus on involvement with the community and obtaining feedback from every member of both Boards. The outlined process and the information being brought to bear are from past work done for the Foundation and community reaction since late 2006 regarding the Strategic Master Plan. “Rest assured” that he and his firm have a pretty good understanding of the partnership between the Services Division and the Foundation and that checks and balances are literally built into the process starting at day one to respond to points in time where there are individuals, community, and Board concerns regarding the process, product, and recommendations. Mr. Mangan stressed to Mr. Dorrill, Mr. Anderson, and Mr. Hoppensteadt that this process is multifaceted, but all have a common goal to benefit the entire community.

Mr. Dorrill elaborated on what he understood Mr. Gravenhorst’s concerns to be. He believes that Mr. Gravenhorst is asking if there is a potential unknowing or deliberate interference with the process and evaluation. From Mr. Dorrill’s perspective, there is an inherent potential, but minimum risk and it requires all to have a certain amount of faith and be willing to work together with the Foundation. He requested that Mr. Anderson add a clear and quick termination clause to the inter-local agreement in case “this deal blows up the week after Christmas and our Board needs to get out of this thing in less than 60 days. We would only be obligated to pay actual billable costs incurred up to that point and nothing else except localization. I don’t have any reason to believe that will occur, however that safeguard was built in to prevent that very type of thing Mr. Gravenhorst raised.”

Mr. Gravenhorst responded that he did not want to bring out skeletons from the closet, but he believed that some history about annexation and incorporation to provide the background for his concerns. He said that in 2003-

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2004, consultants explained to members about 75% of one side of the story. He said he is trying to ensure that the agreement is equitable and if something happens to an asset that is not definitively covered under the agreement, and there is the potential, or there is an issue that rears its ugly head in the process that there should be a paragraph that decides how that is rectified. Mr. Dorrill said that whoever owns the asset has the final say, but I'm not certain the words are in the inter-local agreement."

Chairwoman Womble requested that Mr. Dorrill have his suggestion that whoever owns an asset has the final say be written into the inter-local agreement, recognizing that it goes both ways whether it is the Services Division as owner or the Foundation as owner.

Mr. Iaizzo asked if Wilson Miller gets the initial contract to carry out the phases and there is fallout, does the Services Division get keep the plans.

Mr. Mangan said yes, of course, the plans and diagrams would be available to the Services Division.

Mr. Iaizzo asked Mr. Mangan what Mr. Lukasz' role is as the Services Division's Field Supervisor.

Mr. Mangan said Mr. Lukasz is their resource for many things, especially early on to find out what they should be surveying and what maintenance and operation challenges there are.

Mr. Iaizzo asked at what level of involvement or influence would Mr. Lukasz have and provide.

Mr. Mangan said that Mr. Lukasz is a valuable resource for background information and it is a reciprocal relationship.

Mr. Moffatt asked Mr. Mangan that as they go through Phases One, Two, and Three, who do they look to for direction and guidance and who do they consider their client.

Mr. Mangan said that the Foundation is their direct client and first level of contact and direction.

Mr. Moffatt asked if there was a flowchart of how Wilson Miller reports to the different groups. He said is the Foundation first, then the Strategic Planning Committee and third, the Services Division. He asked why Wilson Miller does not report jointly to both groups if everyone is paying for it.

Mr. Mangan said that what led to that assignment in terms of production schedule was first, this Board has specific dates on the calendar when it holds its meetings and on those dates is best when Mr. Mangan can report to this Board, which he said is important to him. Second, he has observed as an audience participant at Board meetings that this Board is very concerned with community participation and wants to have evidence of it, so he based his schedule around the Board's schedule. This allows him to be present at the Board meetings and assist in providing

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evidence of community participation. The Board could also make comments at that time and that individual as well as the full Board's input is very important. He added that the lines of communication are open through email and the Foundation's Public Access television channel. They sent a web based survey to members of the community. He stressed that they have tested many communication means and believes that this is an ongoing conversation in the process.

Mr. Dallas said initially he wished that the Services Division Board had been given an opportunity to provide input at the same time as the Foundation, but that he realized they did have public meetings. He asked Mr. Dorrill how it would work for this Board to attend the Foundation meetings and hear all information at the same time.

Chairwoman Womble interjected and said that such meetings would have to be advertised five days in advance as a joint meeting, unless only one Board member was to attend.

Mr. Levy added, "Or more than one Board member if they don't speak."

Mr. Dallas said that he would want as many Board members there as possible and asked if setting up such a meeting was possible.

Mr. Dorrill said that it would be possible and would be advertised publicly as a joint workshop of this Board where they are free to go and have a full exchange of ideas.

Mr. Dallas asked if there was a downside to that.

Mr. Dorrill explained that there was no downside and that it would just provide an opportunity for this Board to be there and that it would make it a public meeting.

Mr. Dallas said that that would be the ideal. He hopes that when this study is done that it will be the roadmap of how the Services Division spends its money over the next 3-5 years and if not, "the more chances we have to get our hands on it, the better off we will be."

Mr. Gravenhorst referred to Mr. Moffatt and the pecking order and said he did not believe this Board should be third on the list and sees it an ongoing problem. If an item is approved by the Foundation and Strategic Planning Committee, but this Board does not know about it, by the time it gets to them they have to stop it at that point. It is therefore important that this Board hear everything at the same time as the Foundation and Strategic Planning Committee.

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Mr. Cravens asked Mr. Dorrill that if something comes to this Board in the manner described by Mr. Gravenhorst, then the only alternative is to put a total nix on the Services Division's participation and that this Board does not really have a say but to dissolve the agreement.

Mr. Dorrill responded that he certainly did think they have a say.

Mr. Cravens said that according to the agreement it reads that the Services Division must dissolve the agreement.

Mr. Dorrill said that this Board could certainly express its desires and its rights as a joint venture partner, although the Foundation is certainly the designated managing partner in the process. He added that the Board of County Commissioners is not going to delegate their authority to improve the public assets to the Board of Directors of the Master Homeowners Association of Pelican Bay. He said that the agreement does need to be made clear that this Board is a joint venture partner, but the Foundation has to be managing partner in the relationship to give this Board the right to participate in this manner.

Mr. Moffatt asked if a WHEREAS could be added that requires workshop meetings for Wilson Miller to report out their findings.

Chairwoman Womble asked Mr. Hoppensteadt if he could answer to that question.

Mr. Hoppensteadt said that the Foundation's desire is to be as collaborative as possible. He suggested that item three be modified to reflect quarterly or bimonthly workshops or reports between the Services Division and Foundation.

Mr. Dallas suggested a having workshop for each phase.

Chairwoman Womble suggested that when Wilson Miller reports to the Foundation at their Board meetings that the Services Division be afforded the same courtesy and if there was a possibility to do a workshop session of a Board meeting. She believes that this Board's concern is receiving second hand information or filtered information from Wilson Miller to the Foundation to the Services Division.

Mr. Hoppensteadt said that the Services Division is the Foundation's client and just like any other contract there is a vendor that provides a service and in this case, the Foundation is providing a service to the Services Division. As far as the issue of the contract goes, the Services Division has final say. It can be structured any way this Board decides, such as this Board forming a planning committee that provides input to the Foundation Board. Mr. Mangan is committed to meeting with each Services Division Board member individually to discuss the Scope

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of Services, but cannot meet together as a group because it is against the law. He offered an open invitation to Services Division Board members to attend Foundation Board meetings and that they are always welcome at any time. He said that if there is apprehension over using consultants other than Wilson Miller, No. 4 could be stricken or reworded. The Foundation's intention is to use Wilson Miller to deliver a plan that is collaborative, consistent and addresses the community needs across the boundaries of both property ownership and usage. Referring to Mr. Dorrill's statement earlier, Mr. Hoppensteadt said that the entity responsible for the ownership of those lands is responsible for scheduling and budgeting out that work. The inter-local agreement does not infer that the "Foundation is spending more than \$200,000 on a plan that at the end of the day, this Board doesn't have any comfort in implementing. That would be a waste of money."

Mr. Dorrill suggested Page two, No. 3 be amended to read, "The Foundation shall provide regular, at least at each phase, reports to the Pelican Bay Services Division Advisory Board and shall consult and schedule joint workshops between the Pelican Bay Services Division Advisory Board and the Foundation Board for input on the overall plan and direction of the work project." Mr. Dorrill added that three workshops will be scheduled, one for each Phase, and will require advance advertisement as a public workshop.

Mr. Hoppensteadt stated that the Foundation Board has already approved the funding, contract and gave the go ahead to work with the Services Division to commence the project and therefore, the joint workshops should be scheduled with the Foundation's Strategic Planning Committee.

Mr. Moffatt said that the verbiage suggested by Mr. Dorrill would substitute "Foundation Board" with "Foundation's Strategic Planning Committee." Page two, No. 3 as amended, reads, "The Foundation's Strategic Planning Committee shall provide regular, at least at each phase, reports to the Pelican Bay Services Division Advisory Board and shall consult and schedule joint workshops between the Pelican Bay Services Division Advisory Board and the Foundation's Strategic Planning Committee for input on the overall plan and direction of the Work project." Mr. Moffatt added that assuming the Foundation's Strategic Planning Committee functions as the manager of the project, that if there eleven Services Division Advisory Board members present and express their disagreement they will be heard.

Mr. Hoppensteadt said there is no doubt the Board would be heard and appreciate being at the meetings as a resident of Pelican Bay.



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Mr. Dallas used Phase one as an example to explain what he envisioned. He said that everyone would receive a report from Wilson Miller, get a chance to “chew on it,” and present it at a joint workshop. “If we all start from the same basis, if we have concerns, we all voice them.”

Chairwoman Womble said that four members of the Strategic Planning Committee in the audience, as well she all agree with Mr. Dallas’ vision and will probably be the most vocal.

Mr. Mangan that as far as consultants, there is only one hired by Wilson Miller is to perform irrigation surveying, civil engineering, and design

Mr. Hoppensteadt said that Wilson Miller’s consultant is the same one that designed Pelican Bay’s current irrigation system.

Chairwoman Womble said that the consultant that designed the irrigation system has been with Pelican Bay since the very beginning and Wilson Miller has been here for a long time, so she does not believe there will be any surprises.

Mr. Hoppensteadt said the goal in order to be successful is to create as much synergy and collaborative effort as possible that can be developed between the Boards and Committees the better.

Chairwoman Womble asked Ms. Ronnie Bellone to speak about the Services Division’s concerns and allay them.

Ms. Bellone introduced herself as being on the Foundation Board and the Co-Vice Chair of the Strategic Planning Committee. She said that from the very beginning the intent is for this to be a collaborative project. She said at the beginning of the summer, she tried to demonstrate that even if there was no formal meeting scheduled that she is available to talk with each Board member individually due to Sunshine Law. Recently, communication has been by email. Wilson Miller, the Services Division Board and Strategic Planning Committee do not have to wait until the end of a phase to hold a joint workshop. If Mr. Mangan has something that the Services Division and Strategic Planning Committee have to discuss, then they can call a joint workshop with the proper five-day public meeting notice. She said that someone brought up “ghosts.” She said she was not a part of that ghost, but to counteract that history, she is trying to reach out, as well as have some trust and faith in one another to go forward in good faith.

Mr. Moffatt said, “This is a project to eradicate all ghosts.” His comment elicited laughter.

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Chairwoman Womble said that this is a collaborative project and both the Services Division Board and Strategic Planning Committee need to use their money wisely and incorporate some new ideas. She called Mr. Merlin Lickhalter to the microphone.

Mr. Lickhalter introduced himself as Co-Vice Chair of the Strategic Planning Committee. He said that from the very beginning that Chairwoman Womble has been an integral part along the way as members of the Services Division Board, Strategic Planning Committee, and Strategic Planning Task Force.

Mr. Dorrill said that from a staff perspective, “that one particular amendment with the appropriate motion when you are ready is to authorize this to be forwarded to the Board of County Commissioners to include the necessary budget amendment from our part. In conclusion, at the budget adoption hearing the other evening, there was one Commissioner and two who acknowledged, then asked me to respond to a concern on the part of Commissioner Henning as to increasingly large cash carry forward from one year to the next. In response to that, I introduced the idea that we are developing a master redevelopment concept to bring before the Commissioners I had hoped they would see before the end of October. The intent seemed to be to identify projects that would be ready to construct as early as the following year. For that, we would be using that cash carry forward as we go or in lieu of raising assessments or incurring debt, but that is all subject to further action on the part of my Board. I believe that this initial idea was pretty well received and that you are not just hoarding money, but trying to plan for the future redevelopment of this community and spend accordingly, so that this can continue to be the tier one community in Southwest Florida.”

Mr. Gravenhorst asked if Mr. Dorrill could review the amendments.

Mr. Dorrill reviewed the amendments.

Page two, No. 3 should read, “The Foundation’s Strategic Planning Committee shall provide regular, at least at each Phase, reports to the Pelican Bay Services Division Advisory Board and shall consult and schedule workshops between the Pelican Bay Services Division Advisory Board and the Foundation’s Strategic Planning Committee for input on the overall plan and direction of the work project.”

Page one, the sixth WHEREAS should read, “WHEREAS the District and the Foundation are both funded only by the residents and property owners of the Pelican Bay community; and”

Page two, No. 4 should read, “The Foundation may employ Wilson Miller consultants as it deems necessary or desirable to accomplish the work project.”

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Mr. Moffatt asked if the term was two years and if it could be amended for subsequent one-year terms because it appears to be a six months project and suggested the verbiage be amended for a six-month term.

There was some back and forth between Services Division Board members as to what the timeframe of the agreement should be and whether it should be finite.

Mr. Levy said completion of the project is not well defined and therefore the project may not be complete in six months. He suggested a one-year term.

Mr. Iaizzo also suggested a one-year term. He said that when the three Phases are complete, they could decide whether to renew or terminate.

Mr. Cravens suggested a one-year term and if it needs to extend, then extend it.

Mr. Moffatt said that given the fact that it is going to be a one-year contract, he pointed out item No. 8 on page three that states a 60 day written notice to terminate. He said 60 days is too long and suggested 30 days.

Mr. Cravens questioned the amendment process, if someone was noting them, how will the amendments be formalized.

Mr. Iaizzo asked if a town hall meeting could be introduced at each phase.

Chairwoman Womble and Mr. Dallas pointed out that there were already three town hall meetings scheduled at each phase.

Mr. Dallas further explained that Wilson Miller would present their findings and recommendations at each phase at a joint workshop followed by the same at a town hall meeting called 'community,' then another joint meeting afterward, which will give time to "digest it all and make sure that we agree with what's going on."

Mr. Moffatt addressed Mr. Cravens' concerns regarding the process to move ahead with this amended agreement and recommend it for approval by the County Commissioners. He said that he believed the Board wanted to move ahead with the agreement.

Mr. Dorrill said, "the appropriate motion would be forward to the County Commission this agreement as amended here today, for which I will be happy to provide a final version at your next meeting," on the agenda under Miscellaneous Correspondence.

Mr. Cravens said he would like to "see or at least hear all of the amendments we are voting on. According to Roberts Rules order, we should have had a motion to approve this on the table. We should have then amended and voted on each of these amendments so that we have a clear cut understanding of exactly what we are voting on."

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Mr. Gravenhorst made a motion to approve the agreement as amended.

Mr. Cravens seconded the motion.

Chairwoman Womble asked if there was any discussion.

Mr. Cravens said that he would like to make a motion to change the length of this agreement for a period of one year.

Chairwoman Womble stated that Mr. Cravens was referring to page three, No. 8 stated the term of the agreement being two years.

Page three, No. 8 should read, "The term of this agreement is for one (1) year unless earlier terminated and it may be renewed upon the same terms. Either party may terminate this Agreement after at least thirty (30) days written notice to the other..."

Mr. Moffatt seconded the motion.

Mr. Cravens said that "now if there is any discussion on this, now would be the appropriate time."

Mr. Gravenhorst said to Mr. Cravens that from his understanding of the motion, "the agreement automatically expires at the end of one year without us having to do anything."

Mr. Cravens answered yes, that is the motion.

There was some back and forth between Board members about renewing the contract and the consensus was to strike "shall automatically be renewed" and replace with "may be renewed."

Mr. Cravens as maker of the motion found striking "automatically be renewed" and replacing with "may be renewed" acceptable.

Mr. Moffatt who seconded the motion found striking "automatically be renewed" and replacing with "may be renewed" acceptable..

The Board voted unanimously to approve the motion as amended.

***Mr. Cravens made a motion to amend the language of the inter-local agreement on page three, No. 8, striking "shall automatically be renewed" replacing with "may be renewed" and change the term of the agreement to one year. Page three, No. 8 was amended to read, "The term of this agreement is for one (1) year unless earlier terminated and it may be renewed upon the same terms. Said renewal notice must be delivered at least thirty (30) days prior to the renewal expiration date. Written notice shall be provided as follows..." Mr. Moffatt seconded the motion. The Board voted unanimously to approve the language of the inter-local agreement as amended.***

Mr. Iaizzo asked if anyone had read the terms and conditions.

Mr. Moffatt said, "What do you think, we're Congress?" His statement elicited laughter and applause.

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Chairwoman Womble asked for a motion to amend page one, No. 6 to read, “WHEREAS, the District and the Foundation are both funded only by the residents and property owners of the Pelican Bay community.”

Mr. Moffatt made a motion to add “and property owners” to page one, No. 6 to read as stated above.

Mr. Dallas seconded the motion.

The Board voted unanimously to approve the motion as amended.

***Mr. Moffatt made a motion to amend the language of the inter-local agreement by adding “and property owners” to page one, No. 6 to read, “WHEREAS, the District and the Foundation are both funded only by the residents and property owners of the Pelican Bay community.” Mr. Dallas seconded the motion. The Board voted unanimously to approve the language of the inter-local agreement as amended.***

Chairwoman Womble addressed page two, No. 3. As amended, it should read, “The Foundation shall provide regular reports to the Pelican Bay Services Division Advisory Board and shall schedule workshops between the Pelican Bay Services Division Advisory Board and the Foundation’s Strategic Planning Committee for input on the overall plan and direction of the work project.”

Chairwoman Womble asked if there was any discussion.

Mr. Cravens said that the frequency and type of meetings should be specified.

Mr. Levy said that he recalled the Services Division’s joint meeting with the Strategic Planning Committee’s Landscape Subcommittee where the process to select a firm occurred and that meeting was publicly noticed.

Mr. Cravens said that having participated in that meeting, it was really a Strategic Planning Committee meeting and the Services Division Board members were clearly observers only, not participants and had no voting role.

Chairwoman Womble said the joint meeting was a workshop that was publicly noticed. There was a lack of communication and oversight at that time and the Strategic Planning Committee did not provide the Services Division Board with background material prior to the joint meeting, which she said, upset some Board members. Mr. Lickhalter assured that would not happen again.

Mr. Cravens referred to the meetings or workshops where Wilson Miller will provide updates. He asked if at these meetings, the Strategic Planning Committee be able to implement changes and give direction.

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Mr. Mangan said that at any workshop or meeting (whether of the Services Division Board, the Strategic Planning Committee, a joint, or town hall) any information that is provided to Wilson Miller would be captured and made a part of the process of consideration to continue, modify, or nix an idea.

Mr. Cravens confirmed with Mr. Mangan whether when providing updates at any point in the process, Wilson Miller would be looking for direction from the Strategic Planning Committee at any meeting or workshop.

Mr. Mangan confirmed and reiterated that Wilson Miller expects that input and direction to be provided during any point in the process and determine by consensus whether to continue, look at this, modify that or strike it.

Mr. Dallas said that he assumes that Wilson Miller would offer "items A, B, and C and try to get people's reaction of whether they like A, B, or C."

Mr. Mangan said, "Absolutely" and to bring an individual item forward is not effective. The process is integrative, drawing input from multiple resources in order to come to a consensus. By the end of the process, the goal is to have prioritized projects based on a wide range of input.

Mr. Cravens asked if during a joint workshop between the Services Division Board and Strategic Planning Committee that when presented with updates, they disagree with the consensus. He asked how that situation would be resolved.

Mr. Levy said it depends who owns the asset.

Mr. Cravens said that ownership of some assets are not as clearly allocated as one may think. The reason he brought the issue up is point out that there there is a potential for disagreement. In order to have a meaningful workshop and come to a consensus, it will take both group members participation and the resolution needs to be a joint venture rather than the exclusive domain of one Board or Committee.

Chairwoman Womble said that she understands Mr. Cravens' concerns. She said, "The beauty of it all is we are all Pelican Bay citizens" who want what is in the citizens of the Pelican Bay community's best interest. "Going forward, the reason why we are doing what we are doing is to utilize our funds appropriately, far more than they have been in the past."

Mr. Dallas addressing Mr. Cravens said that he believes there will be more disagreement amongst members of the Services Division than there will be between the Services Division and the Strategic Planning Committee.

Mr. Lickhalter said, "Keep in mind the words that have been said over and over again. This is a collaborative joint venture effort." He said all Boards have internal and external disagreements. The more a situation

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needs a resolution, who better to resolve it than the two teams of people that represent a common goal and are looking out for what is in the Pelican Bay community's best interests.

Chairwoman Womble agreed.

Mr. Dallas made a motion to approve the language described in the agreement on page two, No. 3.

Mr. Hoppensteadt clarified the language. As amended, it should read, "The Foundation shall provide regular, at least at each Phase, reports to the Pelican Bay Services Division Advisory Board and shall consult with and schedule workshops between the Pelican Bay Services Division Advisory Board and the Foundation's Strategic Planning Committee for input on the overall plan and direction of the work project."

Mr. Levy seconded the motion.

The Board voted unanimously to approve the language in the agreement as amended.

***Mr. Dallas made a motion to amend the the language of the inter-local agreement on page two, No. 3 to read, "The Foundation shall provide regular, at least at each Phase, reports to the Pelican Bay Services Division Advisory Board and shall consult with and schedule workshops between the Pelican Bay Services Division Advisory Board and the Foundation's Strategic Planning Committee for input on the overall plan and direction of the work project." Mr. Levy seconded the motion. The Board voted unanimously to approve the language of the inter-local agreement as amended.***

Mr. Levy made a motion to amend the language in the agreement on page two, No. 4 from "such consultants" to "Wilson Miller to read, "The Foundation may employ Wilson Miller as it deems necessary or desirable to accomplish the work project."

Mr. Cravens seconded the motion.

The Board voted unanimously to approve the language in the agreement as amended.

***Mr. Levy made a motion to amend the language of the inter-local agreement on page two, No. 4 from, "Foundation may employ such consultants as it deems necessary..." to "Foundation may employ Wilson Miller as it deems necessary..." Page two, No. 4 as amended should read, "The Foundation may employ Wilson Miller as it deems necessary or desirable to accomplish the work project." Mr. Cravens seconded the motion. The Board voted unanimously to approve the language of the inter-local agreement as amended.***

Mr. Cravens made a motion to amend the language in the agreement on page three, No. 8 from "sixty (60)" to "thirty (30)" to read, "Either party may terminate this Agreement after at least thirty (30) days written notice to the other. District shall be responsible for payment of its proportionate share of fees and costs incurred prior to the effective date of termination."

Mr. Moffatt seconded the motion.

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The Board voted unanimously to approve the language in the agreement as amended.

***Mr. Cravens made a motion to amend the language of the inter-local agreement on page three, No. 8 from “sixty (60)” to “thirty (30)” to read “Either party may terminate this Agreement after at least thirty (30) days written notice to the other. District shall be responsible for payment of its proportionate share of fees and costs incurred prior to the effective date of termination.” Mr. Moffatt seconded the motion. The Board voted unanimously to approve the language of the inter-local agreement as amended.***

Mr. Cravens made an attempt at a motion to amend the language in the agreement on page one, No. 10. He requested, “Sole source provider” be changed to reflect a synonym for the word “best. “

Mr. Hoppensteadt interjected and said that legally the language had to be precise and remain word for word, “sole source provider.”

Mr. Cravens accepted Mr. Hoppensteadt’s explanation.

Chairwoman Womble expressed how proud she was of the Board for volunteering their time how excellent they were looking out for the best interests of the citizens of Pelican Bay.

Mr. Cravens made a motion to approve the language of the inter-local agreement as amended, thus revising Mr. Gravenhorst’s motion to approve the inter-local agreement as amended, and submit the agreement as amended to the Board of County Commissioners.

Mr. Dallas seconded the motion.

Chairwoman Womble asked if there was any discussion.

Mr. Gravenhorst asked if a final draft of the agreement as amended be prepared and reviewed by an attorney.

Mr. Hoppensteadt said that Mr. Anderson would prepare and review the draft and return to Mr. Dorrill to disseminate to the Board.

Mr. Moffatt said he had a question regarding the language on page two, No. 5. It reads, “The Foundation is to be reimbursed by the District on a proportionate share basis as outlined in the fee schedule and proportionate share breakdown attached. These costs have been assigned based on a number of elements including but not limited to underlying land ownership, long term maintenance and operational responsibilities, strategic Foundation planning activities within the Community and District interest in these community improvement activities.” He asked if anyone could define the phrase, “strategic Foundation planning activities within the Community and District interest in these community improvement activities.”



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Chairwoman Womble explained that the Strategic Planning Committee distributed a survey to the property owners of Pelican Bay. The results uncovered strategic planning activities, some of which were requested by property owners.

Ms. Noreen Murray from the audience explained that costs were not based on ownership only of the element, but also the level of interest. She used the example that the Services Division owns most of the roads, but the “Foundation has a significant interest in not being run over,” so the Foundation pays their proportionate share of the cost.

Ms. Bellone said a number of initiatives going forward came from the strategic planning survey and gave some examples, i.e., hardening of the beach, implementing improved information technology infrastructure, a community events committee to improve the quality and quantity of community events.

Mr. Moffatt suggested clarifying and amending the language on page two, No. 5.

Mr. Hoppensteadt confirmed that Ms. Murray’s rationale regarding costs was right on target and No. 5 was an attempt to capture that. He said it would read a lot better by placing “Foundation” before “strategic.”

Mr. Cravens made a motion to amend the language in the agreement on page two, No. 5 to read, “The Foundation is to be reimbursed by the Pelican Bay Services Division on a proportionate share basis as outlined in the fee schedule and proportionate share breakdown attached. These costs have been assigned based on a number of elements including but not limited to underlying land ownership, long term maintenance, operational responsibilities, and Foundation strategic planning activities within the Community and Pelican Bay Services Division interest in these community improvement activities.”

Mr. Dallas seconded the motion.

There was no further discussion and the Board voted unanimously to approve the language in the agreement as amended.

***Mr. Cravens made a motion to amend the language of the inter-local agreement on page two, No. 5 to read, “The Foundation is to be reimbursed by the Pelican Bay Services Division on a proportionate share basis as outlined in the fee schedule and proportionate share breakdown attached. These costs have been assigned based on a number of elements including but not limited to underlying land ownership, long term maintenance, operational responsibilities, and Foundation strategic planning activities within the Community, and Pelican Bay Services Division interest in these community improvement activities.” Mr. Dallas seconded the motion. There was no further discussion and the Board voted unanimously to approve the language in the inter-local agreement as amended.***

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Revising Mr. Gravenhorst's motion to approve the language of the inter-local agreement, Mr. Cravens made a motion to approve the language of the inter-local agreement in its entirety as amended and submit the inter-local agreement as amended to the Board of County Commissioners for approval.

Mr. Dallas seconded the motion.

There was no further discussion and the Board voted unanimously to approve the language in the agreement as amended.

***Mr. Cravens made a motion to approve the language of the inter-local agreement in its entirety as amended and submit the inter-local agreement as amended to the Board of County Commissioners for approval. Mr. Dallas seconded the motion. There was no further discussion and the Board voted unanimously to approve the language of the inter-local agreement in its entirety as amended.***

Mr. Dallas asked Mr. Dorrill what was the next step in the process.

Mr. Dorrill said that staff would prepare an executive summary, format the agreement in accordance to the County Manager's procedures, and prepare a budget amendment to accompany the executive summary and agreement to identify funds in the proposed 2010 budget to meet the Board's obligations. He said a realistic timeframe to complete is approximately one month or October 15.

Mr. Mangan said that the schedule would adjust reflecting today's Board action.

Mr. Moffatt asked if the Board was going to discuss the Wilson Miller agreement.

Chairwoman Womble and Mr. Dorrill both stated that the Board was not a party to that agreement, so no.

Mr. Dorrill explained that the Wilson Miller agreement was meant to be an exhibit to outline the various tasks. He was interested in the intellectual property or copyright matters of the work product. Generally, the rights go to the design professional, but because public funds are used, the Services Division would have a right to the work product. The work however is preliminary and is not part of the actual design and construction plan phases.

Mr. Moffatt said that regarding the Wilson Miller agreement, page two, No. 1.9 he observed that the wording did not conform to the amended changes in the inter-local agreement. On another matter, he said that in Phase two, there were many "50% complete schematic plans" descriptors and asked if that term could be defined.

Mr. Dorrill asked what the aspects are of a "50% complete schematic plan."

Mr. Mangan explained that the type of plan refers to tiered levels of the planning process of collecting increasingly detailed and complex information or the elements, i.e., aesthetics that are necessary to make decisions resulting in a refined plan. The full process determines decisions made and what project(s) to implement. For the

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Scope of Services “conceptual” level plans refer to Phase one, “schematic” level plans refer to Phase two, and “design development” level plans refers to Phase three. The percentage conveys the period and gives an “indication of where we are in the continuum at any one of those parts of the process.” “Conceptual” design refers to the general baseline where the consultant reviews existing information regarding the community. “Schematic” design refers to the relationship between elements, i.e., a roadway is an element, but a median is one element in the roadway, another is a pedestrian crosswalk. For example, if the consultants propose to create a new bike path in the roadway at the start of the schematic design they have several ideas under consideration. At “50% complete schematic design,” the consultants should be expressing a variety of alternatives. As the process progresses to a 90% complete plan or a final design plan at any level the process is moving toward consensus. “Design development” is another level of refinement that speaks to aesthetics of implementation. The full process results in a consensus and final plan.

Mr. Moffatt asked what would happen at the end of Phase three and if more work would be required in the development design phase.

Mr. Mangan explained that the process has been building on itself and elements removed that are not worthy of going forward. At the end of Design Development or Phase three there is a “rough draft” report with recommendations proposed for how the community may implement the Scope of Services. The Services Division and Foundation Strategic Planning Committee then decide upon which projects should go forward. He added that the Scope of Services did not include any permitting activities or implementation services, however if there are potential issues they are identified in the report and that is where the checks and balances are; at this point of 50% design phase any services that Wilson Miller provides past that point are assumed and proposing the future.

Mr. Moffatt said that assuming the Services Division wants to go ahead and Wilson Miller has completed a 50% design phase, is there enough products required to go through the permit process and contract services or is there still another 50% to complete or a follow-up phase.

Mr. Mangan said that in order to implement the permit and construction processes, there is a follow up phase after 50% design phase that provides the technical specifications, public comment period, and other operational services to fulfill County provisions.

Mr. Moffatt said, “You never have to get to 100% design.”

Mr. Mangan said the end is the final design and then complete.

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Mr. Dallas said that at the end of the 50% he assumes that Wilson Miller can provide a ballpark figure cost for final design, engineering, whatever is involved in implementation.

Mr. Mangan said yes, a cost estimate will be provided. He referred to Mr. Dorrill and added that although Wilson Miller was not moving through the permit process, as part of this process they are providing operational services to meet County provisions. This service includes meetings with the County to present the design plans for construction purposes and plausibility and to understanding their goals and objectives.

Mr. Dallas confirmed with Mr. Mangan that at the end of Phase three Wilson Miller would provide a report with recommendations only and identify any potential issues, but not follow through with the project(s) implementation. Based on Wilson Miller's recommendation in order to get to the construction phase another round of proposals would go out to the appropriate vendor for implementation.

Mr. Mangan said yes.

Mr. Levy asked for clarification of the 50% complete design period to the final design.

Mr. Mangan said 50% complete design period is important because it is when community involvement occurs.

Mr. Levy asked for assurance that Wilson Miller would complete 100% before terminating their services.

Mr. Mangan said yes.

Mr. Moffatt said on the signature page at the very end of the agreement, No 6., Owner Client Authorization, states, "I hereby certify that the Pelican Bay Foundation, Inc. is the Owner of record of the property which is the subject of this proposal..." He questioned the validity of that statement, referred to Mr. Hoppensteadt, and said, "Jim, I don't know how you can sign that."

Mr. Iaizzo said, "That's not necessarily true."

Mr. Mangan responded that the statement regarding ownership was a good point and amended.

Mr. Moffatt asked Mr. Hoppensteadt if the agreement with Wilson Miller was approved.

Mr. Hoppensteadt said that he wanted the Services Division to review the agreement and receive the inter-local agreement prior to execution with Wilson Miller.

Mr. Levy asked if the Board was going to discuss the Services Proposal or if it was here only for review.

Mr. Hoppensteadt and Chairwoman Womble said that absolutely they could discuss it because the strategic plan involves everyone and that everyone needed to be on the same page.

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Mr. Levy referred to No. 2.7 – I. – A. 6. “Community Traffic Calming and Safety Recommendations Phases I and II, subsection I Initial Based Data Gathering and Conceptual Design Reporting” that reads, “Data collection is proposed here as an additional service at this time and is not accounted for in the proposed fee structure attached...” He said spending extra money on data collection was a waste of funds because not all vehicles that travel through Pelican Bay are property owners.

Mr. Mangan explained his reasoning for the recommendation. He said transportation roadway modifications require empirical data and if the proposal yields a roadway modification recommendation, the study is required and would already be complete. He added he did not want to place a clause with a fee into the contract that might or might not become a part of the Scope of Services.

Mr. Dallas said that from what he has heard, the people caught speeding by the Sheriff are Pelican Bay residents.

Mr. Levy said that they did not need a survey to tell them they needed traffic calming and safety recommendations and said, “We would like a new traffic cop.”

Mr. Mangan said that the Sheriff’s office would be a great resource for information regarding community traffic and safety recommendations.

Chairwoman Womble asked if there were any further questions,

Mr. Hoppensteadt said that if any Board members find any further issues after the fact with the agreement(s) to contact him.

Mr. Moffatt asked Mr. Dorrill how much funding would ask for in the budget amendment and if it would match the fee schedule.

Mr. Dorrill answered the amount would match the fee schedule.

Mr. Moffatt said his concern is that the amount would change and increase therefore requiring an additional budget amendment.

Mr. Levy said that monies would come from the capital fund.

Mr. Dorrill agreed that the budget amendment could possibly require an additional amendment and that the money would come from capital funds. Regarding the inter-local agreement there is a Scriveners error on page two, No. 6 and replace “District’s engineer” to read “District’s administrator.”

Mr. Cravens made a motion to amend the agreement.

Mr. Dallas seconded the motion.

There was no further discussion and the Board voted unanimously to approve the language in the agreement as amended.

***Mr. Cravens made a motion to amend the language of the inter-local agreement. Page two, No. 6 should be amended by replacing "District's engineer" with "District's administrator." Mr. Dallas seconded the motion. The Board voted unanimously to approve the language of the inter-local agreement as amended.***

There was no further discussion or amendments to the inter-local agreement.

#### **MONTHLY FINANCIAL REPORT UPDATE**

Mr. Dorrill moved along to the monthly financial report update. He had distributed a draft report to the Board and said that the report still needed refining, but was heading in the right direction. His goal is to make a financial report that is more meaningful for the Board. It occurred to him that other items can be on the report including totals by fund or cost center of year to date revenues and expenditures and asked for Board suggestions. He said that the County's budget software is limited and does not provide a balance sheet. He said that as the Board already knows, the Clerk is the County's Chief Financial Officer and accountant and Mr. Dorrill plans to meet with the Clerk's Finance Director to discuss whether they can provide individual balance sheets by fund or cost center and consolidated balance sheet for the Pelican Bay Services Division. He had no further updates, but did express again his intent is to provide the board with a meaningful monthly financial report for budget purposes, that states the actual revenues and expenses and some history.

Mr. Cravens said on page 11, Fund Center 649010 Licenses and Permits that the number \$1,139,200 "jumped out at me." He asked Mr. Dorrill to explain how and why the Board could budget that much money on licenses and permits.

Mr. Dorrill said that he did not believe that number is correct nor did the Services Division spend anything close to that amount on Clam Bay and that he would look into that.

Mr. Dallas asked Mr. Dorrill what the difference was between an adopted and amended budget.

Mr. Dorrill said that the financial report provided is showing what the Services Division spent in the month of August. The ten-month column refers to a year to date up until the prior month of the current financial report month, so in this case it is the year to date expenses from October to July.

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Mr. Dallas said, "So you have the year to date but the budget hasn't been adjusted for months, so the numbers reflect 12 months."

Mr. Levy said, "It would be nice if we could have a budget, something that ties into the budget book and where the numbers are the same."

Mr. Iaizzo said the numbers do match.

Mr. Dorrill said that the numbers should match the Services Division budget by individual fund or cost center, so the report is meaningful.

Mr. Levy confirmed with Mr. Dorrill that the Budget they should be looking at is the budget book that the Board received from staff.

Mr. Moffatt said that in the budget, there is one page for each individual fund and it lists the revenues, assessments, and carry forward, as well as expenses for Streetlights. There is a separate page for each category: Community Beautification, Water Management, and Capital Projects. He suggested a financial report that was only four pages that corresponded to those four budget categories would be a step in the right direction.

Mr. Dallas said that would show "how we are doing for the year." He added, "We are probably ahead."

Mr. Moffatt said, "Unfortunately, we don't budget by month."

Mr. Dallas said, "We know that, but some things you see you can sort of suspect whether they are seasonal or not and if you see something that is seasonal it is way off."

Mr. Moffatt agreed.

Mr. Dorrill addressed the Budget Committee and asked if the Budget included interest income.

Mr. Levy said yes and the County provided the number and is under the category Program Funding Sources.

Mr. Dorrill said okay and that he would work with Mary to create a more meaningful and useful report by the end of the year.

Mr. Levy said that the obvious question will be, "How did we do" and asked Mr. Dorrill if he knew how long it would take to get the final numbers.

Mr. Dorrill asked Ms. McCaughtry if she knew when the County closes out the budget.

Ms. McCaughtry said the Services Division did not receive the final numbers until January last year.

Mr. Levy asked when the Fiscal Year ended.

Mr. Dorrill said September 30.

There was no further discussion.

**WEBSITE PROPOSALS & STAFF RECOMMENDATION**

Mr. Dorrill said his final item was to share with the Board the proposals Ms. Resnick received to design and improve the Division's website. After review, he believes they are all essentially the same fees proposal via three elements: web design fee, one time upload fee, and monthly hosting fee to total a yearly cost in the range of \$4,000 - \$4,300 range therefore fairly competitive. He asked Ms. Resnick if staff had a recommendation.

Ms. Resnick said that the County could do most of what website proposals quote with the exception of design to the current web page that the Services Division has on the County's website. If the Board were to decide on one of the three web firms that she recommends Clubessential because their services are all-inclusive and permit creativity and autonomy. The cost seemed less than the other two proposals

Mr. Dorrill pointed out that Clubessential had a monthly fee of \$150 (yearly \$1800) and the range for the three companies for this hosting fee is \$65 to \$150, the difference being that the design fee is higher for the others ranging from \$2,500 to \$4,300. The bottom line is the proposals are all within a few hundred dollars + or -. Mr. Dorrill said that the Services Division's County webpage, although user-friendly is unattractive and does not portray who the Services Division is or what the Services Division does. He asked Ms. Resnick if it was possible to redesign the County's Services Division's page and cost.

Ms. Resnick said the County does not allow changes to the design or format. The best they can do is posting some photographs and video& audio links. There is no direct fiscal impact.

Mr. Dorrill said that from his understanding, this Board wants an independent, redesigned and refreshed website and asked for suggestions. Unless he is told otherwise he plans on proposing a new Services Division website with a first year cost of approximately \$4,000 and the site would be similar to Pelican Marsh's and Lely Community Development Districts.

Mr. Levy asked if the Services Division is required to use the County's site.

Mr. Dorrill said that was not an issue. Several other departments have websites independent of the County, i.e., EMS, and Parks and Recreation.

Mr. Cravens said that he has serious doubts that the Services Division website is very popular and to spend several thousand dollars to put up a website not used by very many people is a waste of funds. He said that Ms.



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Resnick has some skills and expertise in website design and development; he perused sites that she developed in former positions and said they look professional. He added that the Services Division should keep the County site and suggested the Board give Ms. Resnick an opportunity to develop a new Services Division website. The cost is minimal.

Chairwoman Womble asked Ms. Resnick her thoughts.

Ms. Resnick liked the idea very much adding that it would be a part of her job responsibilities and therefore minimal cost for startup software and other computer-related items. She added that it would take some time to set up.

Chairwoman Womble asked if there are any limitations being on a governmental website. Can they do more than post Board agendas and Board minutes.

Ms. Resnick answered creatively, no.

Mr. Cravens interjected and explained that the Services Division could get a domain name for less than \$10 (ten) per year, i.e., pelicanbayservicesdivision.org. Ms. Resnick has the skills to create a website and link it to the County's website. He said that the County's site is very hard to navigate and not user friendly. He said they should give Ms. Resnick a chance to develop a website and if it does not work out, then they can hire a professional company.

Mr. Gravenhorst said that he agreed with Mr. Cravens.

Mr. Dallas said the new website is much better than the old one; the new one seems to have things up to date with agendas and handouts for the meetings, so he agreed with Mr. Cravens.

Mr. Dorrill said that idea was fine with him. He referred to Mr. Cravens' comments regarding the County's site and he agreed that it is not easy to navigate. It may have been well intentioned but not at all intuitive.

Chairwoman Womble asked Ms. Resnick if she wanted to take on the assignment.

Ms. Resnick said yes.

Mr. Levy said that from what he understood the Services Division already has a website asked what would happen to it

Mr. Cravens said there was a website that the former administrator designed and maintained, but he submitted a bill to continue it and the Board voted not to continue it. What they have now is a page on the County website.

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Chairwoman Womble said that they would retain the page on the County's site.

Mr. Levy acknowledged that the Services Division no longer had the pelicanbayservices.com website

Chairwoman Womble and Mr. Cravens said no, the Services Division no longer had their own site.

Chairwoman Womble added the focal point is the fact that the Services Division no longer has its own domain and website and the Board's consensus is to have one. She asked Ms. Resnick if the the proposed new website can link to the County.

Ms. Resnick said yes, the sites could link.

Mr. Hoppensteadt said the Foundation will be in the process of redesigning their website and that Ms. Resnick can collaborate with the Foundation.

Chairwoman Womble said giving Ms. Resnick a chance to develop the website is the way to go.

Ms. Resnick accepted and added that she had a concern about using the County's network to develop the site because they have many restrictions and limitations. The County does not support the software required and using their internet connection and network could prove troublesome.

Mr. Cravens said that he would help Ms. Resnick resolve any problems that may occur.

Chairwoman Womble said to proceed and see how it goes.

Mr. Moffatt asked Mr. Dorrill if he can report on the the Board of County Commissioners Budget Hearing of September 10. He said he was concerned specifically about the comments made regarding the ad-valorem and non-ad valorem tax issues.

Mr. Dorrill said the Commissioners asked two specific questions and they did not seem to understand how the Services Division's budget process differs from their own budget process. One question was how did the Services Division budget their revenue reserves and the second question was the result of a single citizens complaint.

Mr. Levy said that the complaint came from Tom Brown, a former Pelican Bay Services Division Board member.

Mr. Dorrill said that Mr. Brown's premise was to change the revenue methodology to fund the Division from a single flat rate non ad valorem based assessment to an ad valorem based millage rate, so that the "rich" people who live in the higher valued assessed homes would pay more taxes than he does. There was a single Commissioner surprised that they had the ability to consider this and advised that historically, the Division's street

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lighting program be funded on an ad valorem millage rate assessment. Mr. Dorrill said that the majority of the Commissioners did understand the flat rate method of assessment. He indicated to the Commissioners that well in advance before the Commissioners set their budget policy for next year that the Services Division Board would have a discussion to reaffirm that a flat rate method of assessment has the greatest benefit for all aspects of the community. This would include the public, not for profit and commercial owners that otherwise would not pay a lesser amount than they would if they paid an ad valorem tax. That same Commissioner had a concern about a large cash carry forward and Mr. Dorrill assured the Commissioner those monies are being applied to future capital projects.

Mr. Moffatt asked how a policy change would be decided to change from a non-ad valorem assessment to an ad valorem tax and asked if the Budget Committee meet and then make a recommendation to the full Board.

Chairwoman Womble said that the discussion would begin with the Budget Committee and then brought to the full Board.

Mr. Moffatt said then the Services Division agreed to hold a community workshop.

Chairwoman Womble added that for many years she and Cora Obley have agreed that all property owners and residents share the same benefits from the streetlights, for example, everyone drives on the same roads, and that a flat rate has been successful.

Mr. Dorrill said that discussion should take place when the Budget Committee is preparing the preliminary budget with staff and looking at revenues for 2011.

Mr. Levy said that many years ago there was a discussion about this. Mr. Brown was on the Services Division Board and analysis and discussion went on for a number of meetings, so there is some history on this. Eventually, the Board decided to stay with a non-ad valorem assessment except for street lighting and security, but the security service was discontinued.

Mr. Dorrill said that in advance of the meeting, the Board could review the letter by Mr. Brown sent to the Commissioners. Believing Mr. Brown was a concerned citizen and not a former Board member he called Mr. Brown and left a voicemail for him to discuss, but Mr. Brown did not return his call. Mr. Dorrill said that he did answer the concerns before the Commissioners at the Budget Hearing, so Mr. Dorrill did attempt to reach out.

Mr. Moffatt said that the Commission did seem to be impressed that the Services Division did hold three public hearings throughout the year. Not many people attended but the fact that the Services Division had them seemed to impress them.

There was no further discussion regarding the Administrator's report.

**CHAIRWOMAN'S REPORT**

**PUBLIC EDUCATION BLUE SKY DOCUMENTARY VIDEO DISCUSSION & UPDATE**

Chairwoman Womble said that Blue Sky has put forth an incomplete documentary video. She said that there are many of materials to work with and good information. From a teacher standpoint, Chairwoman Womble likes the educational value. Mr. Dorrill, Mr. Hall, and Mr. Cravens have made suggestions that would make the video more beneficial and easy to understand. They are awaiting the final product although she has not heard anything recently regarding the deadline.

Ms. McCaughtry said that Blue Sky's editors are in town and working on the suggestions made and hope to have something by the end of the month.

Chairwoman Womble said if anyone has not, but wants to see the draft documentary that it is available for viewing in the staff office.

Mr. Levy asked what the cost of the project is.

Mr. Dorrill said it is \$65,000 at the time it was initially authorized. Approximately \$57,000 has been spent and per Mr. Dorrill's direction, the Services Division is withholding payment of 15% contingency on final delivery. Based on what his understanding there will not be any additional costs involved.

Chairwoman Womble said that she watched the draft documentary and ensuing discussion with Mr. Dorrill and Blue Sky staff. She said he did a very nice job communicating to Blue Sky that the Services Division liked the product and payment would be offered at that time finished product is produced.

Mr. Levy asked if the Board discussed the video before embarking on the project.

Chairwoman Womble said yes the Board discussed the project with Mr. Petty and the fact that there was an education fund and staff suggested that a documentary video was the way to go forward. The Board members present at that time recommended staff move forward and go with Blue Sky video to make a video that is educational about water management.

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Mr. Cravens said that this is the second video. The first video was The Jewel of Pelican Bay and was very well- received.

Chairwoman Womble said that because the first video was well received, that is why the Board said to go ahead with the second one

Mr. Cravens said said, "However, there was no discussion by this Board about second delivery." He said he asked Ms. McCaughtry to look it up specifically in the minutes.

Chairwoman Womble said, "Yes, it was Tom. You were not here. We've had this discussion before."

Mr. Dorrill said that in fairness to the former administrator, he could have done a better job in communication. It was not part of the printed agenda that day and appeared to come up in the final minute, thirty seconds of what had been a very long Board meeting, and no specific dollar amounts were mentioned. However, it was discussed at a Board meeting. It was not handled very well. If it were to be discussed again, it should appear as a noted and printed item on the agenda with backup material and costs, as many items are printed items on today's agenda. Staff would be a little clearer and state the cost.

Mr. Iaizzo asked if this discussion took place over a year ago for \$65,000.

Mr. Dorrill said yes.

Mr. Cravens said that a \$65,000 project should have had more discussion and greater involvement and oversight by the Board.

Chairwoman Womble said she agrees and that it appears that communication is not an issue with Mr. Dorrill and the Board was very happy with the first video, it was similar, and why the Board probably went with the idea a second time.

Mr. Levy said the first video was a good video and he recalls discussing funding for it, but that he does not recall discussing funding for the second video.

Mr. Cravens said that the video was great and there were numerous showings, i.e., Men's Coffee, Channel 95, and Pelican Bay Services Division meetings. He added that he would like the Chair to appoint an ad-hoc committee to deal with wider distribution.

Chairwoman Womble said that the social members had an opportunity to view the first video as well as members of the golf course at Pelican Bay.

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Mr. Cravens said that if the Board is going to spend \$65,000 on a video that the Board come up with a proposal for more widespread distribution.

Chairwoman Womble said she was glad Mr. Cravens brought up distribution because she has an idea. The water management information could be not only educational to the Services Division and Pelican Bay community as well as educational to other communities in Southwest Florida and the U.S. This video is very educational and the marketing could be a very important part of this process. The Board was thrilled it was about water management.

Mr. Gravenhorst asked to table the video discussion to the next meeting.

Chairwoman Womble agreed.

**CAPITAL PROJECTS**

**CROSSWALK AND INTERSECTIONS THERMOPLASTIC RESTRIPIING UPDATE**

Mr. Dorrill said contractors are currently working on the thermoplastic restriping at crosswalks and intersections in the residential parts of the community and work should be complete in two weeks.

**MISCELLANEOUS CORRESPONDENCE**

**FLORIDA SUNSHINE LAW AND ETHICS:  
ATTORNEY GENERAL OPINIONS REGARDING BOARD PARTICIPATION BY TELEPHONE**

Mr. Moffatt brought up the Attorney General Opinions regarding Board participation by telephone with a physical quorum present what are the guidelines. He does want this item on the next agenda for discussion at the next meeting.

Chairwoman Womble said that from what she understands there needs to be some type of emergency and cannot be determined until the time of the said emergency and meeting, but it can be discussed at the next meeting.

Mr. Cravens said that he would be interested in what the Commission did with two Commissioners participation by phone at a recent meeting. He suggested viewing the video of the meeting, seeing what they did, and use that example as this Board's guideline.

Mr. Levy said that according to the Attorney General Opinion, the phone participant(s) are supposed to be on video or seen by the rest of the Commission and the public, as well as be heard.

Mr. Cravens said that the two Commissioners not present were not on video.

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Mr. Moffatt said from what he understands, a Board or Committee has some discretion as to the guidelines and can use their best judgment and once they adopt their own policy or procedure, it should hold up.

Chairwoman Womble said that this discussion could be continued at the next meeting.

**ADJOURNMENT**

Mr. Gravenhorst made a motion to adjourn.

Mr. Moffatt seconded the motion to adjourn

The Board voted unanimously to adjourn.

***Mr. Gravenhorst made a motion to adjourn. Mr. Moffatt seconded the motion. The Board voted unanimously to adjourn the meeting at 4:00 p.m.***

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Mary Anne Womble, Chairwoman

*Summary Minutes prepared by Lisa Resnick on September 29, 2009*