

1 **PELICAN MARSH COMMUNITY DEVELOPMENT DISTRICT**
2 **NAPLES, FLORIDA**
3 **Regular Meeting of the Board of Supervisors**
4 **September 15, 2021**

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6 The Regular Meeting of the Pelican Marsh Community Development District Board of
7 Supervisors was held on Wednesday, September 15, 2021, at 9:00 a.m. at the Pelican
8 Marsh Community Center, Naples, Florida.
9

10 **SUPERVISORS PRESENT**

11 Edward Walsh, Chairman
12 Joe Diaz, Secretary (via speakerphone)
13 Tony Scire, Treasurer
14 Tim Jackoboice, Supervisor

15 **ALSO PRESENT**

16 Neil Dorrill, Manager, Dorrill Management Group (via Speakerphone)
17 Christopher Dorrill, Field Manager, Dorrill Management Group
18 John Vanover, Operations Manager
19 James Calamari, Access Control Manager
20 Tony Pires, District Counsel
21 Brent Burford, District Engineer

22 **ROLL CALL**

23 Mr. Walsh opened the meeting at 9:00 a.m., noting that three members were in
24 attendance, with Mr. Diaz participating via speakerphone.
25

26 **On a MOTION by Tony Scire and a second by Tim Jackoboice, the two members**
27 **participation via speakerphone was unanimously approved due to exceptional**
28 **circumstances.**

29 **PUBLIC COMMENT**

30 No comment was received from the public at this time.

1 **APPROVAL OF AGENDA**

2 **The Agenda was unanimously approved as presented on a MOTION by Tim**
3 **Jackoboice and a second by Tony Scire.**

4 **APPROVAL OF MINUTES**

5 Mr. Walsh noted on Page 4, Line 2, the balance sheet “shoed,” should be corrected to
6 “showed.”

7 Mr. Pires noted on Page 5, Line 10, “dei...” should be spelled “dbia.”

8 Additionally, on Page 7, Line 6, it should read “gate house,” as opposed to gate
9 housework.”

10 **On a MOTION by Tony Scire and a second by Joe Diaz, the Minutes were then**
11 **unanimously approved as amended.**

12 **FINANCIALS**

13 The balance sheet showed the financials as of the end of July, with \$2,363,222 in the
14 operating account, and a payment of \$176,769 to capital reserves, for a total of
15 \$2,539,991. There was \$1,474,000 sitting in the contingency and cash flow reserves.

16 On the liability side, there was \$32,000 in payables at the end of July, and the statement
17 of revenue and expenses showed that all the non-ad valorem taxes had been received
18 and booked. \$1,220 in transponder revenue was received.

19 The expense side of the income statement showed that the fountain cost center was
20 about \$7,000 over budget. Mr. Vanover advised that some major repairs were required
21 at the beginning of the fiscal year, and he does not anticipate any further major
22 expenses this year under that line item.

23 Total operating expenses year-to-date was noted to be \$2,642,000 at the end of July,
24 against a budget of \$2,808,000. They are under budget by \$184,000, partially due to
25 lapsed salaries because of vacant positions. The Board approved a cost-of-living
26 increase in July, which will show in the following month’s financial report.

27 At the time the Board approved the Phase III landscape enhancement work, they also
28 approved a budget amendment, which will true up the associated costs in the capital
29 budget.

30 **On a MOTION by Tony Scire and a second by Tim Jackoboice, the financials were**
31 **unanimously accepted as presented.**

1 **MANAGER’S REPORT**

2 **A. Update on Phase III Landscape Construction**

3 Mr. Vanover advised that the landscaping portion of Phase III is complete, with the
4 lighting the only item that has yet to be finished. Mr. Vanover expects it to be complete
5 by the end of the following week and felt that it will look very good.

6 **B. Recommendation to Approve Design/Build Contract**

7 Mr. Dorrill advised that Mr. Pires and Mr. Houchin’s attorney had done an excellent job
8 in completing the gatehouse replacement project. Staff recommended that the Board
9 approve the contract at this meeting.

10 Mr. Dorrill added that he had reviewed the exhibits, especially the insurance language,
11 and a separate, detailed scope of work that helped establish the quality of finishes with
12 the work to be performed. There will be a separate project contingency to cover those
13 things that the contract does not, such as desired changes and options. For example,
14 Houchin is not responsible for any utility site work connections that are beyond five feet
15 from the regular connection, or any landscaping associated with the final building.

16 The guaranteed maximum price estimate remains at \$874,090, and if the Board
17 approves this, Mr. Jackoboice can empanel his resident focus group to look at some of
18 the versions of the elevation of the building and bring their thoughts back to the Board.

19 Mr. Pires added as well that because of the uncertainty of the market for supplies,
20 materials and costs, the contract reads that the \$104,000 for the design phase would
21 take the project right up to the point of permit issuance. At that point the design build
22 contractor would be better able to scope out the costs, and a revised GMP would be
23 submitted which the parties can agreed on.

24 Mr. Pires stated that this agreement was located in Section 6.6.2 of the contract, and if
25 the District does not agree with the new costs, the contract can be terminated, with the
26 District having the right to use the work product under certain circumstances. He
27 recommended as well that the Board approve the contract and move forward with this
28 project.

29 Mr. Walsh thanked Mr. Pires, Christopher and Neil Dorrill, John Vanover and Mr.
30 Calamari, and particularly Mr. Jackoboice, for all their work in getting the project to this
31 point, as they have done a wonderful job.

1 **On a MOTION by Tim Jackoboice and a second by Joe Diaz, the Board**
2 **unanimously approved the cost-plus agreement with Houchin Construction, at a**
3 **guaranteed maximum price. The contract is DBIA Document 530, along with the**
4 **standard form of general conditions contract between the owner and the design**
5 **builder, Document 535, with the attached exhibits and addendums.**

6 Mr., Walsh then advised that although the timing schedule may be adjusted due to all
7 the variables, he anticipates having the architectural drawings by October 15th, at which
8 point Mr. Jackoboice can bring his committee together to take a look at them. They can
9 then go to the County on December 1st for the permit, which they are estimating will
10 take six months to obtain.

11 Once the permits are received, they will move forward with the Vanderbilt gate
12 sometime in July, with a projected finish of December First of 2022. Once that is
13 completed, the Airport Pulling gate would start immediately, and is projected to be
14 finished by the First of May in 2023. The 41 gate will be started immediately and
15 completed in September of 2023. If everything goes according to schedule, this will be
16 a two-year project.

17 Financing of this project will not be a concern, as landscaping will be completed and
18 there will be additional deposits into capital reserves which will more than cover the
19 costs.

20 **ATTORNEY'S REPORT**

21 **A. Gate Construction Items**

22 Mr. Pires noted that there were a few blanks in the construction contract that needed to
23 be filled in with the exhibit numbers, and he asked Mr. Walsh to sign the contract, and
24 he and Mr. Vanover will then get together with Mr. Muller to fill in those items. Mr. Walsh
25 agreed to sign it after the meeting.

26 **B. Update on Fence Encroachment**

27 The non-disturbance agreement has been signed and the fee received for the work
28 done on the Miller project.

29 **C. Summit Cable**

30 Mr. Pires has not finalized this yet but hopes to be able to wrap it up and receive the
31 check within the next few weeks.

1 **ENGINEER’S REPORT**

2 Mr. Burford had nothing to report at this time.

3 **PUBLIC COMMENT**

4 **SUPERVISORS’ REQUESTS**

5 **A. Appreciation for Mr. Walsh**

6 Mr. Scire expressed his thanks for the good work the Chairman is doing for the District
7 and the projects he has directed and advised that he has received many positive
8 remarks from the community members.

9 **B. Report on Employee Hiring**

10 Mr. Vanover reported that at their lowest point, they had roughly half of their staff
11 working, but now they are down to only three or four people. He advised that they
12 continue to work to hire more employees in this very difficult market. Mr. Calamari
13 advised that he was down to two employees, but one of them has recovered from
14 COVID and is back to work.

15 **PUBLIC COMMENT**

16 Steve Burkes asked for an explanation of the relationship between the CDD and the
17 County in terms of requesting a traffic light at the Vanderbilt entrance, and what that
18 process is. Mr. Walsh advised that the Board had spent quite a bit of time discussing
19 the need for a light at Vanderbilt with the County. The Board manager and Mr. Walsh
20 himself have had discussions with the County and have attended many County
21 Commission meetings where Vanderbilt Beach Road was under discussion.

22 Apparently, there is a state law requiring that 53 cars per hour, for an eight-hour period,
23 must be making a left turn in order to justify a traffic light. The County did a survey and
24 advised the District that they were nowhere near the point of qualifying under this law.
25 Additionally, the District representative spoke to them about having a U-turn put in
26 before the Goodlette-Frank traffic light. The engineers looked at this and indicated that
27 it could not be done because of a particular curve in the roadway. Mr. Dorrill has
28 continued to pursue this option with the County, however. As it stands now, the County
29 has indicated that they will put in a U-turn at Goodlette-Frank.

30 Mr. Dorrill indicated that it would be appropriate to share the plans of the County’s
31 design to six-lane Vanderbilt Beach Road from US 41 to the entrance at the Galleria,
32 along with the other improvements at intersections with Goodlette-Frank. The U-Turn at

1 Goodlette is awkward and difficult, but the County feels that a U-turn in the area before
2 Goodlette has line-of-sight issues and insufficient space for the radius of a U-turn.

3 Mr. Dorrill asked if Mr. Burford could contact the County traffic control group and get the
4 electronic copy of the current design plan for that, then they could share it with the
5 Foundation. Mr. Walsh advised that they have been working on this issue for quite
6 some time, and Mr. Burkes added that there is a great deal of dangerous stacking
7 occurring at the Vanderbilt gate as people are making U-turns and trying to turn left.
8 The County will be making this a right-turn only exit onto Vanderbilt once the six-laning
9 is completed.

10 Mr. Pires noted that another aspect is that the County tends to remove the full median
11 break when they are six-laning roadways. Mr. Walsh reiterated that Mr. Dorrill is
12 continuing to discuss the possibility of a U-turn before Goodlette-Frank with the County.

13 **ADJOURNMENT**

14 The next meeting will be held on October 20th. **On a MOTION by Joe Diaz and a**
15 **second by Tony Scire, the meeting was adjourned at 9:35 a.m.**