

1 **PELICAN MARSH COMMUNITY DEVELOPMENT DISTRICT**
2 **NAPLES, FLORIDA**

3 **Regular Meeting of the Board of Supervisors**
4 **October 19, 2022**

5 The regular meeting of the Pelican Marsh Community Development District Board of
6 Supervisors was held on Wednesday, October 19, 2022, at 9:00 a.m. at the Pelican
7 Marsh Community Center, Naples, Florida.

8 **SUPERVISORS PRESENT**

9 Edward Walsh, Chairman

10 Tony Scire, Treasurer

11 John Minty, Supervisor

12 Tim Jackoboice, Supervisor

13 Dean Sieperda, Supervisor

14 **ALSO PRESENT**

15 Neil Dorrill, Manager, Dorrill Management Group

16 Christopher Dorrill, Field Manager

17 John Vanover, Operations Manager

18 Tony Pires, District Counsel

19 Brent Burford, District Engineer

20 James Calamari, Access Control

21 **ROLL CALL/APPROVAL OF AGENDA/SUPERVISOR SWEARING IN**

22 Mr. Walsh called the meeting to order. Mr. Walsh informed the board that this is Mr.
23 Scire's last meeting as he is running for North Naples Fire Commissioner. Mr. Walsh
24 thanked John Vanover for his hard work restoring Pelican Marsh into a condition where
25 you can't tell there was a hurricane.

26 **A. Swearing in of Supervisor Dean Sieperda**

27 Mr. Dorrill swore in Mr. Sieperda.

1 **B. Officers**

2 Mr. Walsh was unanimously voted in to remain Chairman on a MOTION by Mr. Scire.

3 Mr. Walsh made a MOTION with a second by Mr. Scire to elect Mr. Jackoboice as Vice
4 Chairman and Mr. Minty as Treasurer.

5 **C. Approval of Agenda**

6 Mr. Dorrill added item 6a to the agenda, Terra Bella Non-disturbance agreement. He
7 also requested that it would be addressed after the public comment. On a MOTION by
8 Mr. Scire and a second by Mr. Minty the agenda was approved as amended.

9 **PUBLIC COMMENT**

10 Hugh Gibbs from the Board of Arielle requested an extra stop sign near the 41
11 entrances. There is a stop sign on the east/right hand side and often cars do not see it
12 and run through it which is a safety issue. On Savannah when you turn into the club
13 there is a stop sign on each side. That is what he would like to see here, two additional
14 stop signs that flank the existing ones.

15 Mr. Pires explained that the engineer would have to look at this request and make sure
16 it was compliant with the existing laws in the Manual on Uniform Traffic Control Devices
17 (MUTCD). He suggested getting a report back from the engineer on whether this stop
18 sign would be MUTCD compliant or appropriate. If you install a traffic control device that
19 is not recommended or contrary to what is recommend in that manual there is exposure
20 for liability.

21 **APPROVAL OF MINUTES**

22 Page 3, Line 12 strike 'owns and'

23 Page 6, Line 7 should read 64 **square** feet per side. On that same line, Mr. Pires
24 advised that he would be at the meeting should be changed to read that he would be
25 available for the meeting.

26 **On a MOTION by Mr. Sieperda and a second by Mr. Jackoboice, the minutes were**
27 **approved as amended.**

1 **ATTORNEY'S REPORT**

2 **A. Terra Bella, Non-disturbance agreement**

3 A lawyer representing the owners of a home with a lake drainage easement was
4 present. He shared that on this property there are two easements being encroached
5 upon. One is a blanket utilities easement and the other is a CDD lake maintenance
6 easement. He has received a letter of no objection from utilities. Within the last ten feet
7 of the easement there is a pool fence enclosure and a pool essentially two feet away
8 from the property line. All properly permitted with the county in 2002. The house is now
9 being sold and the potential buyers are concerned about the risk of being asked to
10 move the pool if an issue with the encroachment arises. Technically, a non-disturbance
11 agreement implies the pool wouldn't have to be moved until otherwise told.

12 The present counsel was requesting a release of the last 10 feet of the lake drainage
13 easement from the District on account that it has been there for 20 years with seemingly
14 no issues and there is 10 feet remaining behind the property line for operational
15 purposes. Mr. Pires shared that he is not aware of the District releasing any easements
16 of this type. The county has without any notice to the District. The county has
17 easements with no responsibility for maintenance, so the circumstances are different.
18 Mr. Pires informed that the SWFMD requires 20 feet for a lake maintenance easement
19 to allow heavy maintenance equipment to get around to maintain the lakes.

20 Mr. Dorrill stated that the recommendation of the Board is to issue the standard
21 encroachment and non-disturbance agreement as they have done in the past.

22 **On a MOTION by Mr. Walsh and a second by Mr. Jackoboice the Chairman was**
23 **authorized to execute the standard form of agreement for disturbance and**
24 **encroachment subject to Mr. Pires legal review.**

25 **AUGUST FINANCIALS**

26 At the end of August, the CDD had \$2,172,000 in cash. Of that \$712,000 is in capital
27 reserves, the balance is in the general fund. All revenues are in. The total year to date
28 non ad valorem assessments less discounts is \$3,757,853 which reflects 96% of the
29 budget which is exactly what it is supposed to be given the discounts for early payment.
30 The year-to-date expenditures were still tracking below budget by \$60,000.

31 The capital reserve amount will be about \$250,000 higher than reflected here, come
32 year end with the transfer necessary from the operating account to the capital reserve

1 account to close the books for the year. This means there is almost a million dollars in
2 the capital reserve account. The next years budgeted contribution is about \$500,000.
3 Moving forward, Mr. Walsh would like to see big projects like the guard house updates
4 tracked as separate spending outside of general capital reserve usage. Mr. Dorrill
5 explained that in the new year they will display these items on the balance sheet. For
6 example, items will appear as construction in progress and will be reflected as a
7 depreciable asset once finished. Mr. Dorrill will talk more about this in the fall when the
8 Board is presented with more of the current year financials.

9 **On a MOTION by Mr. Scire and a second by Mr. Minty the financials were**
10 **accepted.**

11 **MANAGER'S REPORT**

12 **A. Johnson Engineering Fee Modification**

13 The effective increase for the District's civil engineering firm is about 7% for the hourly
14 charges that are incurred. Mr. Dorrill recommend approval for the new rate schedule.

15 **On a MOTION by Mr. Scire and a second by Mr. Sieperda the new rate schedule**
16 **for Johnson Engineering was approved.**

17 **B. Group Health Benefits Renewal**

18 The District has both a PPO and HMO plan. The PPO plan is increasing 6.6% which Mr.
19 Dorrill does not recommend any changes to. The separate plan for the balance of
20 landscaping and access control employees is going up 12.9%. This was anticipated and
21 the adopted 2023 budget has sufficient funds to cover the blended increase of the two
22 premiums. Total premiums per month are about \$1500 for the PPO and \$14,000 for the
23 HMO that covers a total of about 19 employees. Mr. Dorrill anticipates being under
24 budget by the end of the year with not having to pay anticipated premiums due to
25 vacancies in staffing.

26 Mr. Vanover is going to ask Brown & Brown if utilizing mail order prescriptions per Mr.
27 Sieperda's direction would lower the costs for insurance.

28 **On a MOTION by Mr. Minty and a second by Mr. Sieperda the group health**
29 **benefits renewal was approved.**

1 **C. Insurance Package Renewal**

2 This insurance package covers property and public official's liability. The total annual
3 premium is \$32,929. This covers the property. The public official's liability is a separate
4 policy with a \$9,435 annual premium. The budgeted amounts were incredibly close to
5 the given premiums and there is slightly more in the budget than what the premium
6 increase was. Mr. Dorrill recommended approval.

7 **On a MOTION by Mr. Scire and a second by Mr. Minty the insurance package**
8 **renewal was approved.**

9 **D. Audit Engagement Renewal**

10 Mr. Pires requested changes to include e-verify and public records language in July
11 when the renewal was initially approved by the Board. This renewal includes those
12 requested adjustments with no fee increase.

13 **On a MOTION by Mr. Walsh and a second by Mr. Scire the renewal was approved.**

14 **E. License Agreement Shark Shootout**

15 This agreement allows the event to use Pelican Marsh's rights of way to move patrons
16 to the event and the ability use the parcel at the intersection of Vanderbilt Beach and
17 Livingston Road for volunteer parking and logistics with television production.

18 **On a MOTION by Mr. Sieperda and a second by Mr. Jackoboice the agreement**
19 **was approved.**

20 **F. Tree Pruning, Ventura**

21 Mr. Vanover explained that Ventura HOA maintains their property and the CDD
22 maintains some perimeter property along Vanderbilt Beach Rd and Bay Laurel Dr. Mr.
23 Vanover walked around with a Board Member, the Property Manager, and the
24 Landscaper of Ventura. Mr. Vanover used the surveyors from the property appraiser
25 website and determined what trees were Ventura's responsibility and which trees were
26 the CDD's. It is about an \$8,400. Mr. Vanover would like to hire a contractor to do this
27 job as it is dangerous work.

28 **On a MOTION by Mr. Scire and a second by Mr. Minty Mr. Vanover was approved**
29 **to hire a contractor to trim the trees owned by the CDD.**

1 **G. Guard Gate Update**

2 The procurement effort being used is called a 'design build guaranteed maximum price
3 project.' A single firm is being hired to serve as both the project manager, architect, and
4 general contractor. The original estimate was \$922,400. The agreement entitles the firm
5 to certain increases in building supplies and commodities to protect them from
6 increased costs. There were some owner desired changes in the project. Primarily
7 replacement of all brick pavers at the entrances and some architectural features to
8 include storm shutters and some exterior lighting. These came because of a resident
9 focus group.

10 Another increase came from county permitting. The entrance at US-41 is now in a
11 FEMA flood zone and requires site work and fill to get it raised up out of the FEMA
12 floodplain. In addition, there were some other requested changes. One of them was a
13 request to hire an outside building inspector to certify the work in progress opposed to
14 trying to go by the county's application to get inspections. With the amount of damage in
15 coastal Collier County it would take an inordinate amount of time to go through a
16 building process and get the necessary inspections. The revised and guaranteed
17 maximum price also has a contingency with an incentive. Savings that are incurred
18 throughout the project will be split evenly between the owner and the project manager,
19 Houchin Construction.

20 The total of all areas of the increase are \$1,406,264. That includes both a required bond
21 and the shared contingency of \$68,000. There will be a delay in the commencement of
22 construction by about 6 months because subcontractors and suppliers are not willing to
23 schedule the delivery of drywall, cement roof tile, concrete pavers, and certain electrical
24 switching gear like circuit breakers. The hope was initially to start building in December
25 and now is looking like it will start in late spring. Signing this document will lock in the
26 price before any more hurricane impacted increases could incur.

27 **On a MOTION by Mr. Jackoboice and a second by Mr. Minty, the chairman was**
28 **authorized to execute a guaranteed maximum price document.**

29 **H. Entry Hardscape Design Approval**

30 Christopher has been working with Mr. Minty and a group of residents to give some
31 corrections relating to the conceptual elevations. The hope is to make a
32 recommendation today for schematic design approval in order to then solicit bids for
33 replacement community signage. The existing square footage will be able to be used.
34 Mr. Minty explained that the proposed designs were presented to a group of residents

1 and in almost all cases one of the signs was preferred. The signs are complementary to
2 the new gate house designs. All capital letters seemed to be preferred. The logo is to be
3 a silhouette logo. The letters will be back lit.

4 **On a MOTION by Mr. Minty and a second by Mr. Jackoboice the proposal was**
5 **approved.**

6 **I. LOC Term Sheet**

7 The letter of credit expires in November. There are two proposals. One from the
8 historical bank used, First Foundation Bank. This is the proposal Mr. Dorrill
9 recommended. The second proposal was from Synovous, the bank that helped
10 refinance the bonds for the Tiburon community. They proposed that they would need
11 \$16,000 to cover legal fees associated with processing the letter of credit. Mr. Dorrill
12 recommended to renew with First Foundation, total cost not to exceed \$7,500 to \$9,000.
13 This is a renewal that gives the Board the ability to increase the line of credit from
14 \$500,000 to \$1 million if needed. Mr. Dorrill recommended to proceed subject to Mr.
15 Pires review in whatever capacity necessary and authorize the chairman to sign with
16 First Foundation Bank. Mr. Pires added that the Board authorize the Chairman to
17 execute/adopt a resolution approving the renewal of the line of credit, as may be
18 required by the Bank.

19 **The line of credit was approved along with authorization for Mr. Walsh to adopt a**
20 **resolution prepared by Mr. Pires and Mr. Dorrill stating the approval on a MOTION**
21 **by Mr. Scire and Mr. Jackoboice.**

22 **ATTORNEY'S REPORT**

23 Mr. Pires briefly reviewed the sunshine laws for new supervisor Mr. Sieperda.

24 **ENGINEER'S REPORT**

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

26 **SUPERVISORS' REQUESTS**

27 **A. FY23 Work Plan**

28 Mr. Walsh presented a work plan of the upcoming projects for the District. He shared
29 that projects at Tiburon are a large focus for next year. Mr. Vanover has a meeting soon
30 about how they can improve landscaping at Tiburon. Other new additions to the work
31 plan include putting blue tilapia in some of the high algae lakes. Mr. Vanover currently

1 has some of these fish in four lakes and the algae numbers seem to be decreasing. Part
2 of this work plan is considering if this initiative should be continued or expanded. Also
3 included is to add a fountain in the lake at the Vanderbilt Beach entrance to Tiburon. Mr.
4 Vanover shared that progress has been made on this project. A three-phase
5 transformer has been received and an electrical contractor has been hired. Mr.
6 Vanover's goal is to get the fountain installed and running before the LPGA. Sidewalk
7 improvement is going to be emphasized more on the gutter side this year. A three
8 yearlong plan is being made to repave the main roads in the Pelican Marsh District
9 starting in fiscal year 2024 or 2025, subject to an annual assessment of pavement
10 condition. There will be a three-year milling and resurfacing plan.

11 **On a MOTION by Mr. Scire and a second by Mr. Jackoboice the proposed work**
12 **plan was approved.**

13 **PUBLIC COMMENT**

14 No public comment was received at this time.

15 **ADJOURNMENT**

16 The next meeting will be November 16th at 9:00 a.m. **On a MOTION by Mr. Scire and**
17 **a second by Mr. Sieperda, the meeting was adjourned at 10:17 a.m.**