

**PELICAN MARSH COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD OF SUPERVISORS MEETING  
Wednesday, April 18, 2018**

The Board of Supervisors of the Pelican Marsh Community Development District met on Wednesday, April 18, 2018 at 9:00 a.m. at the Pelican Marsh Foundation Building.

**APPEARANCES:** Frank Garofalo, Chairman  
Gordon Walker, Vice-Chairman  
Don Pomerantz, Treasurer  
Joe Diaz, Assistant Secretary  
Edward Walsh, Assistant Secretary

**ALSO PRESENT:** Mallory Clancy, Johnson Engineering  
Tony Pires, Counsel for the Board  
John Vanover, Operations Manager  
James Calamari, Access Control

**ROLL CALL**

All members of the Board were in attendance.

**PUBLIC COMMENT**

No public comment was received at this time.

**APPROVAL OF AGENDA**

**On a MOTION by Gordon Walker and a second by Gordon Walsh, the Agenda was unanimously approved as submitted.**

**APPROVAL OF MINUTES OF MARCH 21, 2018 REGULAR MEETING**

On Pages 1 and 2, the resident under Public Comment is Terry Sitter.

On Page 6, Mr. Walsh asked for an explanation of the heading of the Manager's Report, Items

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A, B and C, and was advised that those were the Agenda items that were being discussed under that line item.

On Page 4 in the first line, the first “have” should be replaced with the word “with”.

On Page 5 under Financials in the second paragraph, Mr. Walsh asked what the definition of “due-from” was, and Mr., Dorrill explained the process of how this money is received from the tax collector, that it is split and prorated between the operating and debt-service funds, and those amounts are called due-to’s and due-from’s.

On Page 11, there were three spots where “Mrs. Mallory” should be changed to “Mrs. Clancy”.

Also on Page 11 in the third line, the fences listed should be Premier Fence and Carter Fence.

On Page 12, the name at the beginning of the fourth line should be Pat Cate.

Additionally on that page, there should be a comma after the word “that” at the beginning of the third line in the third paragraph.

On Page 13 under Public Comment, the speaker was Pat Cate, and the work “break In” is one word, “break-in”.

On Page 14, in the fifth line, “Tiburon” should be “Timarron”. In the eighth line of that paragraph, “Vanover” should be “Vanover’s” The gentleman’s name in the fifth line is Scire.

Mr. Pires noted that in the first line on Page 8, the word “boarder” should be “border”.

Additionally at the top of Page 15 the line should read “and the charge to the operations...”.

**On a MOTION by Don Pomerantz and a second by Edward Walsh, the Minutes as corrected were unanimously approved by the Board.**

**FINANCIALS**

Mr. Dorrill noted that he would deal separately with the hurricane expenses for February. The midyear revenue report showed slightly more money being received during the course of last month as opposed to the prior year. Year-to-date actuals compared to the prior year, however, are slightly less, but this will correct itself during the course of April when roughly

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\$100,000 that is still outstanding is expected to be received that month. The year-to-date actual totals compared to the same time last year are within a half percent.

As of the end of February the balance sheet showed \$3,000,000 in cash with \$845,000 in payables.

Revenues during the course of February were about \$50,000 in non ad valorem assessments.

Transponders continue to generate substantial sums of money, and Mr. Dorrill noted that 400 transponders were issued in the first three months of the fiscal year.

As Mr. Dorrill looked through all the cost centers year-to-date there was nothing material to be noted. As midyear approaches, the total operating expenses year-to-date were about \$92,000 under budget.

The Chairman felt that if it were appropriate, he would like to charge all the chain link fence expenses to the hurricane, and Mrs. Clancy indicated that they separated those amounts out, and they do have a distinction in their bill that shows the fence repair and then the general engineering costs. Chairman Garofalo asked that in the future all the engineering fees related to the chain link fences be charged to the H Code so it goes to the hurricane, and that all the previous numbers be adjusted so they reflect that H Code as well.

Next month the new budget will be submitted, and the actual numbers will be used to determine what the next year's budget should be. Mr. Vanover indicated that he had received a call from Leigh in Mr. Dorrill's office who indicated that she was aware that the engineering fees needed to be adjusted, and Mr. Dorrill will check with her when he returns to the office to make sure the January and February monthly engineering invoices are prorated where appropriate.

**On a MOTION by Gordon Walker and a second by Edward Walsh, the financials were unanimously accepted.**

**MANAGER’S REPORT**

A. Hurricane Irma Recovery Update

Mr. Vanover has concluded all of the debris removal process, and a contractor was hired to clean the horticultural debris staging area at the intersection of Vanderbilt Beach and Livingston Roads. Mr. Dorrill felt that they did a very good job.

Before next year’s golf tournament Mr. Dorrill felt that they should reach out to the Club as they use this area for volunteer and staff parking. If so, they may want to bring in a couple of loads of lime rock as that area will turn into a quagmire during the rainy season.

Mr. Dorrill reached out to Mr. Hagenbuckle, the president of the Master HOA at Tiburon, to advise him that the Board had held their meeting at Tiburon the previous month. Several residents had expressed their concern at the lack of perimeter fencing and the break-in that occurred, and Mr. Dorrill wanted him to know that they were getting ready to award a contract for about a quarter of a million dollars worth of fence repair and replacement. He further asked Mr. Hagenbuckle to speak with his counterpart at the Marriott to see if they wished to participate in some additional chain link fencing. The District has a landscape easement for the work that they do, but there has never been a fence along the Vanderbilt Beach Road stretch between Airport Road down to the Vanderbilt Beach entrance. Now that the ficus hedge is down, it is wide open and a concern to some of the residents of the condominium abutting that property.

B. Hurricane Irma FEMA Status

The District has sent in their revised FEMA submittal. The worksheet was filed last month, and the analysts checking the submittals asked them to prove that the fence that was damaged was not insured. The fencing was never specifically noted on the schedule of assets as originally they did not think that they had any reason to insure it. As it happens, there is an obscure provision in their insurance policy that says that they will insure any appurtenance within 1,000

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feet of a structure. This provision may return \$60,000 to the District, and Mr. Vanover has filed a claim and it has been discussed with the underwriter and the agent.

Chairman Garofalo noted that the first application with FEMA went very smoothly, and their one concern was how did they prove that they removed half a million dollars worth of debris from Pelican Marsh. Luckily they had a contractor who provided receipts and it was all dumped on Livingston Road to show the volume. Mr. Dorrill and Mr. Vanover also had to get all the invoices from the County showing that they paid for a certain amount of removal as well. Mr. Dorrill noted that with all the difficulties dealing with the County, there is a woman in the utilities division named Mrs. Zimmerman who did a great deal of work to find and copy the individual tickets the dump truck drivers were given each time they left with full loads of debris, about 400 loads. They were very grateful to her for that extra work.

C. Hurricane Irma Financial Status

Mr. Dorrill also noted that going back to the first page on the financials, this showed a running total of any Hurricane Irma eligible expense that has been incurred to date. \$881,000 was shown as the total thus far, the majority of which was payment for outside heavy equipment contractors and labor.

The Chairman pointed out that this does not include fencing or reconstructing the landscaping, so there is much more money to be spent.

D. Chain Link Fence Update

The maximum construction award price remains at \$269,000. The largest part of this as was noted on the bid tabulation was the section of fence over a mile long that was lost at Serafina at Tiburon. There was a discussion held at the previous meeting about the one section of fence where either the exotics or wooded preserve area is so impenetrable that trying to cut a swath through it would have been an unnecessary expense. Mr. Dorrill had the final contract

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document with him, and noted that they will address the credit mechanism that they will be due for this section of the fence that will not be constructed.

Mrs. Clancy added that they did make some minor adjustments to this contract, and there is a updated copy that has been signed by the Chairman, that specifies a maximum sum of the agreed upon cost of \$259,824. This means that they will charge the District at a unit price for the amount of fence they actually install up to the amount noted above. Because they discussed not fixing those portions where it is already impenetrable, there may be a savings, and they will work with Pelican Marsh on exactly how much fencing they want the company to install. Due to the delivery of material, however, they will not be able to start until the beginning of July.

Chairman Garofalo added that between himself and Mr. Vanover they have walked the impenetrable section six times, and it is 2,000 feet long and that will be taken off the price. As it relates to the fence in Tiburon, one-third of that is heavy repair, one-third will be just tightening the wire on the top, and one-third needs no repair. They will have to work out the billing for the fencing to insure that they take out that portion of the fence that needs no repair. The Chairman hoped that they would realize some significant savings on this project. Mr. Walsh asked when they would expect to be done with the fence installation and repair if they start mid-July, and Mrs. Clancy felt that it would be two months. The maximum amount written in the contract is 90 days.

Because access through the golf course may be needed, some of the work at Tiburon and Serafina may have to be worked out to meet with the golf course's schedule. If they pass the 90 day schedule because they are working on that portion, that will be acceptable, but everything else must be done within that time frame.

Chairman Garofalo advised those present that their fence contractor has been working seven days a week, ten hours a day, for the last several months, and he is now taking Sunday's off. They did give him a schedule as to when the Tiburon Golf Course can shut down, and this one

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section of the Tiburon fence separates the golf course from the homes. There is no access otherwise, which is why this portion can only be done when the golf course is down. All of the other fences in Pelican Marsh and one additional one at Tiburon have road access and they can be done at any time. The schedule for the Tiburon shutdown is not known yet, but the owner is out of town and he will schedule it as soon as he returns.

Mr. Randall from Watercrest asked that with regard to scheduling in Pelican Marsh, if they had any idea where they were going to start the fencing. The Chairman indicated that he and Mr. Vanover spoke with Mrs. Clancy the previous day and asked her to advise the contractor that they wished to schedule the fence repair by priority, as they don't know how long it is going to take to do each individual community. They will provide priority areas to the contractor, and Watercrest will be first, the Gables second, and the other five places can be done according to the contractor's schedule. But Tiburon has to be done when the golf course is shut down, and again, that will be scheduled when the owner returns.

Mr. Randall asked if there was any special day or time when the CDD was going to begin working on landscaping, sod and trees and so on. The Chairman indicated that he had walked the entire boulevard, which has high visibility to everyone in Pelican Marsh. Mr. Vanover is going to buy the shrubs and work on that median the following week. After that they will take a look at what sections of the berm they can plant some Krusa shrubs as they did at the Airport gate. As far as landscaping the berms, that will be further along in time as there are so many more important areas to address first. They hope to start putting the Krusa shrubs in around the first part of May.

Mr. Randall asked about the coconut palms that were located at several of the gates and whether there was any consideration about replacing them with more of the same. The Chairman advised that they would not, as those were Washingtonian Palms that attracted lightning. The sod is 99.9 percent done, and some small sections of Sweet Bay still need to have sod installed. If there are little patches here and there they will be picked up along the way.

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Mr. Randall noted that there was a very large section at the end of Cheshire at Watercrest adjacent to Airport Road that needs sod, and Chairman Garofalo indicated that they will take a look at that.

Mr. Dorrill stated that as Mr. Pires had made some changes to the agreement, they should make sure that the version that gets submitted to the contractor incorporates those minor changes that were made.

**E. Transponder Policy Update**

Mr. Dorrill indicated that some minor changes to the Transponder Policy have been made, which relates to who can determine eligibility for a resident's significant other. This puts the responsibility on the owner of the property. If a boyfriend or girlfriend is living in the house and not paying rent, this is the intent behind that update.

There is also a provision regarding deactivation that occurs at the time the owner sells the real estate. Chairman Garofalo added that deactivation of a transponder depends upon the address, and every transponder is related to an address, and not the person's name. When the closing document goes to the Foundation upon the sale of your home, the transponder becomes inactive.

If someone sells their home and buys another home within Pelican Marsh, they must notify the CDD before the closing so a freeze can be put on the transponder and the homeowner can keep the transponder they have.

A resident noted that he has only been in Pelican Marsh awhile, but is working on the newsletter, and he will be sure to insert the verbiage on the transponders in the next newsletter.

Chairman Garofalo also noted that they do not give transponders to commercial vehicles. If someone has a business where they drive one vehicle with the company name on it, at staff's discretion they may give them a transponder if that is their main vehicle. The vehicles must be

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registered in the resident's name. If the resident owns the company and the vehicle, then they can get a transponder.

Mr. Gorran from Watercrest noted that people can still drive from the Airport to 41 who don't live here. He felt that this information needed to go out to the residents, and the Chairman suggested that the newsletter was the best way to reach people. Mr. Gorran felt that it should be sent out three months in a row via email, and even with that, the Board would be lucky to contact 80 percent of the residents. The Chairman did not feel that emails worked, but Mr. Gorran felt that this one may hit home more than others that have gone out. Chairman Garofalo noted that he was open to all suggestions, but email blasts are kept short and restricted to what they think will be read.

Mr. Calamari indicated that all of the policies are available on the website, but the Chairman indicated that many people don't realize that there is a website, or don't go to it if they do know. Mr. Dorrill then noted that Staff is recommending a minor, seven word addition to the current policy.

Tracy \*\*\* indicated that if the Board could somehow add that information as a line item for the people who come in and fill out an information sheet for their community. This would inform the new buyers. Additionally, if the different associations could send the paperwork to the District to remove a transponder from the list, that may also make it easier.

**On a MOTION by Edward Walsh and a second by Gordon Walker, the amendment was unanimously approved by the Board.**

F. Line of Credit

Mr. Dorrill was directed by the Board at the previous meeting to begin the application process to open a line of credit with the District's bank. Mr. Dorrill is not asking for final approval today, but he did provide a handwritten cash flow analysis to the Board members, which he will get typed for them.

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Approaching midyear, the District had approximately \$2,600,000 in cash, and \$845,000 in payables, mostly attributable to final bills due to the hurricane recovery effort. In the event the District is not reimbursed by FEMA, and if for some reason they encounter a problem with their insurance claim with the fence, there will be an additional \$100,000 coming for non ad valorem revenues, and the additional revenue noted is what will be earned from bank interest, which is approximately \$1,000 a month, plus the third party contracts the District has with the Naples Daily News and Mercato.

The 2018 lake bank erosion project has already been authorized, and the fence projects, and during the course of any month it takes approximately \$225,000 to run the community.

Projecting that out over the remaining seven months of the fiscal year gives the figure of \$1,561,000. What that means is based on the operating cash that is shown, the District will be \$100,000 short. The remaining contingency reserve, that is separate, is \$503,000.

Based on the contracts and the normal operations they have, an additional \$100,000 will have to be transferred out of the contingency and into the operating account to meet the normal Board planned and approved capital projects for the spring and summer.

As a hedge against any further storms this year, and in the event the FEMA funds do not come in during this fiscal year, it would be Mr. Dorrill's recommendation that a line of credit be taken out with their bank, Florida Integrity. Once that application is prepared and reviewed by Mr. Pires for legal sufficiency, Mr. Dorrill may be able to bring it to the Board at the next meeting. Chairman Garofalo noted that there will be a provision in the upcoming budget for the fees associated with the line of credit.

**ATTORNEY'S REPORT**

**A. Storm Related Work**

Mr. Pires has been working with Mrs. Clancy on the contract for the fencing, and helping Mr. Vanover with the retrieval of documents that FEMA needs to show the District's easements.

**B. License Agreement for Restoration Activity**

The Board had authorized this activity along US 41 to go in and fill the low spot in the berm.

Mr. Pires has the form for the agreement, but he has yet to receive any information on it.

Chairman Garofalo indicated that the latest information on that is that three communities, the Gables, Sweet Bay and the Arbors do not have HOAs, and the Foundation acts as an umbrella HOA for them. However, there is no detailed direction coming for this.

The berm at the Gables has a four to five foot drop in one area, and as the residents are willing to pay for it, the Board gave them the authority to repair it if they signed a license agreement. From the Gables' point of view, however, there is no authority to sign the agreement, so they will have either the general manager or the contractor sign the agreement.

The only issue facing this project is the fact that it has to be done by July, as the fence will be going in. Mr. Vanover indicated that the residents contacted him and the project is in place, and they sent a letter out to the residents asking them for donations. If they fall short of the amount needed from donations, they can make up the difference.

Chairman Garofalo did not anticipate any problems with this, and Mr. Pires added that from the District's perspective, the contractor will supply the documentation that he is insured and will sign the license agreement that holds the District harmless. Mr. Pires has a template for this agreement, so his fees will be minimal.

**ENGINEER'S REPORT**

Mrs. Clancy had nothing further to bring before the Board.

The Chairman and Mr. Dorrill will sign the contract that has been approved by Mr. Pires and signed by the contractor. The necessary originals will be printed and prepared for the Chairman's signature.

The Chairman then reiterated the landscaping plans going forward. The fence repair will begin in July, some shrubbery will in put up in May, and they will look at the sod as needed on certain

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properties. They will also be putting in Krusa Shrubs to try to solve the visual issues, block the view and help with the noise issue. The fence will then be put in, and after that, the rest of the landscaping will be put in. Thousands of shrubs need to be put in, so it will happen over time.

**SUPERVISORS' REQUESTS**

There were no further supervisors' requests.

**ADDITIONAL PUBLIC COMMENT**

\*\*\*Mr. Ross asked if the CDD experienced any damage from the Comcast contractor putting in the fiber optic system, and if so, if any claims have been made and responded to. Chairman Garofalo indicated that to his knowledge there was some minor damage to the irrigation system, which the irrigation team could repair in a few hours. It was felt that it was not worth the aggravation to try and recoup the minimal amount of money the repairs would take.

**ADJOURNMENT**

Mr. Dorrill indicated that the next meeting would be on May the 16<sup>th</sup>, and **the meeting was then adjourned at 10:00 a.m.**