

**MINUTES OF MEETING  
GATEWAY SERVICES DISTRICT**

The regular meeting of the Board of Supervisors of the Gateway Services District was held Monday, January 9, 1995, at 4:00 P.M., in the District Office, 13240 Commerce Lakes Drive, Fort Myers, Florida.

Present and constituting a quorum were:

Douglas Brown	Chairman
R. Lee Menzies	Supervisor
Craig Bloxham	Supervisor

Also present were:

Gary L. Moyer	Manager
Gregory Diserio	David Jones, Jr., & Associates
Gene Decker	Field Superintendent
Tony Pires	Attorney
Dave Caldwell	Westinghouse Gateway Communities
Rick Brylanski	Hole Montes

**FIRST ORDER OF BUSINESS Roll Call**

Mr. Brown called the meeting to order at 4:00 P.M. and stated the record will reflect that all Board members are present with the exception of Mr. Whitley and Mr. Shimp.

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the December 12, 1994, Meeting**

Mr. Moyer stated each Board member had received a copy of the minutes of the December 12, 1994, meeting and requested any additions, corrections or deletions.

On MOTION by Mr. Bloxham seconded by Mr. Menzies with all in favor the minutes of the December 12, 1994, meeting were approved.
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**THIRD ORDER OF BUSINESS**

**Consideration of Agreements**

**A. Agreement with The Department of Environmental Protection Evidencing the District's Obligation for Continued Monitoring in A-7 Mitigation Area**

Mr. Moyer stated Item 3 deals with two agreements. The first is with The Department of Environmental Protection that evidences the District's Agreement to continue the monitoring of the A-7 Mitigation Area. An agreement was

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provided to us in your package from The Department of Environmental Protection. Mr. Pires reviewed the agreement and will make a comment on the agreement that now has been modified.

Mr. Pires stated my only comment is a suggestion in Paragraph 4, in the indented portion which indicates the evidencing of the obligation, to have that language track more exactly the language and conditions of the original permit. This is a matter of changing some of the words and revising them slightly to have it track exactly the language of the permit. It changed also the nature of the signature and acknowledgment to conform to how the chairman would sign and be attested by the secretary. Substantively, it is the same.

Mr. Moyer stated this is over in the marsh area on the west side of I-75.

Mr. Menzies asked is this the one we were discussing last month in which we could proceed in the near future with some reduced monitoring?

Mr. Pires stated no.

On MOTION by Mr. Menzies seconded by Mr. Bloxham with all in favor, the Board approved the Agreement with The Department of Environmental Protection Evidencing the District's Obligation for Continued Monitoring in A-7 Mitigation Area.

**B. Supplemental Agreement No. 11 with Hole Montes & Associates for Construction Services Phase 1.C.2**

Mr. Moyer stated the next agreement is a Supplemental Agreement Number 11 with Hole Montes for Construction Monitoring Services for the Gateway Commons Park, Phase 2. In your package is a proposal that totals \$6,850. This deals with additional parking lot construction.

Mr. Decker stated this is for an additional parking lot and some additional drainage. Mr. Brylanski of Hole Montes may wish to go further with that.

Mr. Brylanski stated this is for the additional parking and to assist with the building layout. The services are for construction administration, control survey, the layout work, inspections and final certification of this Phase, 1.C.2.

Mr. Moyer asked on the first page, under the Request for Authorization, is Task 4A simply a typographical error that needs to go up a line. The total is \$6,850.

Mr. Brylanski responded yes. There is a revised copy of the proposal at the end of Section A, the last four pages. I had initialed this and had revised that

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basis of compensation. The basis of compensation is the hourly charge with a total amount not to exceed \$6,850 total. Each task is separated out, with Task IV being revised to show \$1,000 for final certifications.

Mr. Bloxham asked was this part of the Gateway Commons Park plan from the beginning?

Mr. Brylanski responded it is hybrid. It is part of the original plan with many revisions to bring it within the budget that we were given by the developer. The costs were incurred because we had to make some changes. Also, there are some regulatory permits that we had to change to separate out the sub-phases. This task was added afterwards; it is a new Phase. We had given a Change Order to O-A-K to do this additional work. This was not part of the original agreement. This was supposed to be on last month's agenda, but was not. Most of these services have already been completed. We are close to doing the certification.

Mr. Moyer stated the only item subject to the additional work required by the Value Engineering would be Task 1A. This does not have anything to do with surveying or construction inspection or certification.

Mr. Menzies asked are you satisfied with this, Mr. Decker?

Mr. Decker responded yes.

Mr. Bloxham stated it says the total of the charges are "not to exceed". Are these the firm numbers?

Mr. Brylanski responded yes. The charges will not go over that.

Mr. Bloxham asked has the fee actually been computed?

Mr. Brylanski responded yes. We are under budget on all items. In fact, there is probably an invoice in the package for payment. We are not asking for any extras.

On MOTION by Mr. Menzies seconded by Mr. Bloxham with all in favor, the Board approved Supplemental Agreement No. 11 with Hole Montes & Associates for Monitoring of Construction Services Phase 1.C.2.

**FOURTH ORDER OF BUSINESS**

**Consideration of Grant of Easement for Utility Purposes to Florida Power & Light, United Telephone Company and Jones Communication**

Mr. Moyer stated in Section IV of the agenda booklet is a request from Mr. Caldwell for the District to join in the granting of a Utility Easement. Mr. Decker,

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will you discuss this, because you had a request about a 7 1/2' dedication to the District?

Mr. Decker responded Mr. Caldwell has some hand outs.

Mr. Caldwell stated I have handed out a revised easement document that is similar to the easement document in your agenda package. Since the package went out, I received comments from Mr. Decker and Mr. Pires. I have updated this document to reflect the changes that they requested. Specifically, Mr. Pires wanted to ensure that it was a non-exclusive easement; and this feature has been added. Also, it is not unusual to allow the grantees the right to access their easement area by crossing your property. That language was already in there, but Mr. Pires wanted to limit that right, so that the access is by way of Gateway Blvd. or the properties adjacent to Gateway Blvd., in order that they do not walk through your pool area.

In addition, because this is a non-exclusive easement and because there are already district water mains in a portion of the 15' wide easement strip, Mr. Decker requested that I limit the grantees' right to usage of only the 7 1/2' easterly portion of that easement, since the District is already in the 7 1/2' westerly side of the easement.

Other than that, the form of the easement is very similar to the kind of easements that Westinghouse grants to the District for other utilities. One reason for having the agreement with a two party grantor and a three party grantee is for simplicity, because there is one legal description existing on lands that both Westinghouse owns and the District owns. We do not own them jointly; they are just different areas. There are three different utilities that may have to go into that strip; and I therefore accomplish in one document a way of granting an easement for all three parties.

On MOTION by Mr. Bloxham seconded by Mr. Menzies with all in favor, the Board accepted the Utility Easement shown as Exhibit A.

Mr. Moyer stated before we move to Staff Reports, I have an additional item not on the agenda. We received a letter from Mr. Diserio from David Jones & Associates, dealing with the landscaping at the rest room building at the pool.

Mr. Diserio stated this item is a request for a Change Order to Sunny Grove Landscaping to complete the landscaping for the current building under construction at the Commons. The initial funding approved by the Board for

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\$165,500 included \$9,000 for landscaping and irrigation for this phase of the work. Since that time, the project has changed in the layout of the plats and parking, which has altered our original landscape design. We have revised the landscaping to meet the \$9,000 budget, in order to give the Commons a finished look. It may not meet Westinghouse's typical requirements for landscaping; however, that issue will be brought up with them at a later date. Currently, the work is underway for the site improvements; and there is a need to irrigate and put down sod as soon as possible, in order to prevent any erosion or additional cost for repair work due to the weather. Sunny Grove's contract is currently for \$56,123, based on a per unit price for material. The revised Landscape Summary shows the breakdown on what has been installed there and what we are proposing under this Change Order.

Mr. Bloxham asked are all the unit prices the same, while the quantity has increased?

Mr. Diserio responded that is correct. When the original contract was issued, we were not sure what this phase would entail.

Mr. Bloxham asked what actually is requiring the additional \$9,000?

Mr. Diserio responded the \$9,000 encompasses sodding and completion of the landscaping around the additional parking area, the proposed building and an area that was not under the original contract. They are a little under what was originally contracted, because of some site adjustments and decrease in quantities that needed to be put in. Since the \$9,000 budget was developed, the area has expanded quite a bit. We compensated for that by decreasing the actual amount of the landscaping to make up for the additional sod and irrigation, in order to give it a completed look in the fenced area.

Mr. Bloxham asked are you in agreement with this, Mr. Decker?

Mr. Decker responded yes.

Mr. Diserio stated I have been working hand in hand with Mr. Decker and the contractors.

On MOTION by Mr. Bloxham seconded by Mr. Menzies with all in favor, the Board accepted the Change Order request for Sunny Grove Landscaping in the amount of \$9,000.
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**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

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Mr. Pires stated per the Board's direction at the last Board meeting, I responded to Mr. Nolan's letter. I have not heard from Mr. Nolan. Hopefully this will have answered his questions.

**B. Engineer**

There being none, the next item followed.

**C. Manager**

Mr. Decker stated for several years, we had a warehouse off site in which we stored street lighting equipment. Because of the street lighting contract we had for the Business Park, we have used up the majority of the parts we stored. I moved on site what was left. Therefore, we have closed out the storage unit.

Mr. Bloxham asked where was the unit?

Mr. Decker responded the storage unit was off site on Colonial Blvd.

Mr. Bloxham asked was this something we owned?

Mr. Decker responded no. We leased it and no longer require it.

Mr. Menzies asked are the heaters installed in the pool?

Mr. Decker responded yes.

Mr. Menzies asked is it open?

Mr. Decker responded yes. It is open Wednesday through Sunday. At this time of year, however, the heaters cannot keep up with the heat loss at night, because of the cold nights. They are off right now, because of the cold we had last night. We will leave them off until tomorrow, depending on what Tuesday night will bring. If the temperature is not very cold, it will take a day and a half to heat the pool up to 78 degrees.

Mr. Menzies asked do we put a blanket on it?

Mr. Decker responded no. We do not have a blanket.

Mr. Bloxham responded I never sell anyone a pool heater, as a contractor, without including a blanket, because it is a waste of money to heat a pool without a blanket.

Mr. Diserio stated at the onset of this project when the initial designs were being done, a pool heater was on the table, along with other operation aspects. At that time, Westinghouse opted not to include a pool cover at that time, but to address the matter in the future. Now is the time to address this. Mr. Decker and I are exploring some options on this.

Mr. Brown asked how much does a blanket cost?

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Mr. Diserio responded I do not know. We are looking at different costs. I do not think the cost of doing it now is greatly different from what it would have been initially.

Mr. Bloxham stated you will have a rapid pay back on a blanket. Mr. Decker, perhaps you could look at a commercial wrap up unit and give us some statistics on what the pay back may be on it.

Mr. Decker stated I have the catalogues. Several companies manufacture the blankets. We are looking into the cost at this time. It is senseless to run the heaters, when everything we gain during the day we lose at night. Doing this only spins the electric meter; it does not accomplish anything. We have had several young families at the pool during the day, using the kiddy pool, until recently when the nights turned so cold. On Wednesday morning, the water will not be warm enough to swim in it. If we do not have 50 degree weather, it will take until Thursday to get the temperature back up to 78 or 80 degrees.

Mr. Menzies stated I am surprised that we purchased a pool heater without purchasing a pool blanket as part of it, because it is an essential part of the operation.

Mr. Moyer asked will you be in a position to report back to the Board next month?

Mr. Decker responded yes. While on the subject, we keep records of the number of persons utilizing the pool. Our statistics were gathered manually. The pool attendant on specific hours counts the number of persons at the pool.

Mr. Menzies stated I note a significant increase the last week of December from 1:00 p.m. to 5:00 p.m. From now through April, many part time residents are here; and we will find greater usage.

Mr. Caldwell asked do you get a lot of repeat business?

Mr. Decker responded yes, especially the young families and the mothers at home with small children gather there at the kiddy pool and picnic table. This has worked out well.

Mr. Moyer stated under the Manager's Report is a discussion initiated by Mr. Shimp two months ago concerning wire transferring moneys, who has to be on the accounts and whether the wire transfers go into segregated accounts. This all has merit. Since Mr. Ward and Mr. Shimp are not here, I ask that we table this until next month. In the interim, nothing is happening; there has been no approval to wire moneys on one signature.

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**SIXTH ORDER OF BUSINESS**

**Supervisor's Requests and Audience  
Comments**

There being none, the next item followed.

**SEVENTH ORDER OF BUSINESS**

**Approval of Invoices and Requisitions**

Mr. Moyer stated you have at your seats a revised list of requisitions. Requisitions 32 and 33 are new, the first to O-A-K Florida in the amount of \$24,543 on Gateway Commons Pool and the second to Tampa Contracting Services for \$9,040.50. These have been reviewed by the engineer of record and found to be acceptable. Also, two invoices did not make the invoice list and are shown on the additional hand-out.

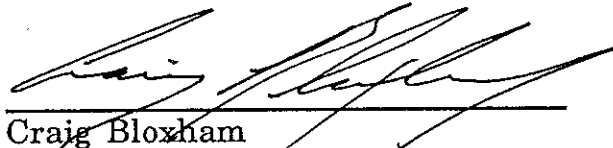
Mr. Decker stated I have an invoice not on the agenda, which was delivered late Friday afternoon, from Steve Morrison of Johnson Engineering. West Lake's Business Park landscape and irrigation is under the West Lake Business Park Special Assessment. Our contractor has submitted his first invoice. Gateway Services District staff physically went through this with the contractor. Some corrections were made. Mr. Morrison scrutinized the requisition and has approved it in the amount of \$41,855.26. This is Requisition Number C18.


On MOTION by Mr. Menzies seconded by Mr. Bloxham with all in favor, the Board approved the requisitions.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Bloxham seconded by Mr. Menzies with all in favor, the meeting was adjourned at 4:30 p.m.

  
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Craig Bloxham  
Secretary

  
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Douglas Brown  
Chairman



Agenda  
Gateway Services District

Monday  
January 9, 1995  
4:00 P.M.

District Offices  
13240 Commerce Lakes Dr.  
Fort Myers, Florida

1. Roll Call
2. Approval of the Minutes of the December 12, 1994 Meeting
3. Consideration of Agreements
  - A. Agreement with the Department of Environmental Protection Evidencing the District's Obligation for Continued Monitoring in A-7 Mitigation Area
  - B. Supplemental Agreement No. 11 with Hole Montes & Associates for Construction Services Phase 1.C.2
4. Consideration of Grant of Easement for Utility Purposes to Florida Power & Light, United Telephone Company and Jones Communications
5. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager
  - D. Manager - Continuation of Discussion on Accounting Controls and Ability to Wire Transfer Money
6. Supervisor's Requests and Audience Comments
7. Approval of Invoices and Requisitions
8. Adjournment