

1 **LELY COMMUNITY DEVELOPMENT DISTRICT**
2 **NAPLES, FLORIDA**
3 **Regular Meeting of the Board of Supervisors**
4 **January 20, 2021**

5 The regular meeting of the Lely Community Development District Board of Directors
6 was held on Wednesday, January 20, 2021 at 1:32 p.m. at the LCDD Maintenance
7 Building, Naples, Florida.

8 **SUPERVISORS PRESENT**

9 William Lee, Chairman
10 Anne Marie Bularzik, Vice Chairman
11 Harold Ousley, Treasurer
12 Kenneth Drum, Supervisor (via speakerphone)
13 Gerry Campkin, Supervisor

14 **ALSO PRESENT**

15 Neil Dorrill, Manager, Dorrill Management Group
16 Kevin Carter, Operations Manager
17 Tony Pires, District Counsel
18 Freddie Bowers, Director of Community Patrol
19 Christopher Dorrill, Field Manager

20 **INVOCATION/PLEDGE OF ALLEGIANCE**

21 Mr. Dorrill offered an invocation, and the Pledge was recited in unison. **On a motion by**
22 **Dr. Bularzik and a second by Mr. Ousley, the Board unanimously approved Mr.**
23 **Drum’s participation via speakerphone due to exceptional circumstances.**

24 **PUBLIC COMMENT**

25 Bill West noted that he has been a resident in Lely for almost 18 years. He added, the
26 first four years the waterflow in the preserve was always full of fish, year-round. During
27 some construction in 2007 some blasting was done to enlarge the lake, and there is no
28 longer any water in the nature preserve, nor is water flowing past his home. During the
29 summer, there is a sea of grass and during the winter, it looks like a swamp. It

1 continues to worsen. Mr. West felt that it was unhealthy for the biology of the area, and
2 it breeds mosquitos, algae, etc.

3 As an engineer, Mr. West felt that there was a blockage, or barrier, that was preventing
4 the water from flowing, that he felt was created during construction. The simplest
5 solution in his opinion would be to remove the hump that was created, clean up the
6 vegetation that has grown up where the water once flowed, and return it to the way it
7 was originally. Mr. West wrote a few letters, one to the County Environmental Services,
8 but received no replies.

9
10 Mr. Dorrill noted that they had spoken to Mr. Campkin and did some research. A
11 handout was provided to the Board indicating that the area of concern is a conservation
12 and preserve which presumably was required to be constructed when the area was
13 originally approved. The preserves throughout the community are the responsibility of
14 the Master HOA, and this is a created preserve on land owned by one of the Lely
15 affiliates, Associated Realty.

16 There is a conservation easement in favor of the Master HOA, and there is no drainage
17 easement.

18
19 Mr. Dorrill suggested to Mr. Campkin that the Master be asked to do some planting in
20 this area before turnover, or secondly, to explore with the new Master Board whether
21 they are going to amend the CDD/CSA agreement to have the CDD assume
22 responsibility for the preserves.

23
24 Mr. West advised that the work that needed to be done is on the lake side rather than in
25 the preserve. Mr. Dorrill agreed that it was a good point, and that they could determine
26 what the lake bank elevation was intended to be, and possibly do some regrading to
27 extend the period during the year that this area would receive water from the lake, as
28 the lake levels go up and down dramatically on
29 the west side of the community. Mr. Dorrill asked the Board members if they would like
30 to evaluate whether the lake is constructed in accordance with the plans, and Dr.
31 Bularzik indicated that she would support that.

32
33 Mr. Lee added that all the lakes flow south, and the lake in question is probably one of
34 the northernmost of them. At some point in time that lake becomes shallow, and there
35 isn't water flowing then anyway. Mr. West noted that there was water flowing in the
36 preserve before the construction. After more discussion, Mr. Dorrill indicated that in
37 summary, the best that could be achieved today was to have the Board direct staff to

1 evaluate the lake bank elevations, as it is not CDD land, nor was there a drainage
2 easement.

3

4 Dr. Bularzik explained that the HOA is in transition at this time as Stock was preparing
5 for turnover to the residents on March 15th. The present HOA Board will be replaced
6 with other people, and nothing could be accomplished before that time.

7 After further discussion, Mr. Dorrill reiterated that any corrective action would be the
8 responsibility of the Master HOA, **and on a MOTION by Mr. Ousley and a second by**
9 **Dr. Bularzik, the Board unanimously approved having the engineer, Terry Cole,**
10 **look at this issue, and come back with some recommendations that the Board**
11 **can pass on to the new HOA Board on this issue.**

12

13 ROLL CALL

14 All Board members were in attendance, with Mr. Drum participating via speakerphone,
15 as previously noted.

16 APPROVAL OF AGENDA

17 With the additions of items 9A, Dr. Bularzik gave thanks to Mr. Bowers and the patrol
18 officers for helping to clean up the spill from a roofing truck that occurred in her
19 neighborhood; 9B, CSA Responsibilities; 9C, Update on Master Turnover; 9S, Conflict if
20 CDD member sits on new Master Board; and 9F, Mr. Campkin' s concern that the issue
21 described by Mr. West be taken seriously. **With those additions, the Agenda was**
22 **unanimously approved as amended on a MOTION by Dr. Bularzik and a second**
23 **by Mr. Ousley.**

24 APPROVAL OF JANUARY 2021 MINUTES

25 On Page 3, Lines 8 and 11, the correct spelling of the name is Vicedomini.

26 On Line 8, Mr. Priestley's first name was corrected to read Rob.

27 On Line 17, Mr. Dorrill's name was corrected.

28 MANAGER'S REPORT

29 A. Community Patrol

30 There was a total of 76 incidents in the community during December. Mr. Bowers
31 advised that a black jeep was in and out of the community and fishing in different areas

1 and being ruse to residents and patrols. This will eventually be taken care of. There was
2 also an accident on Wildflower Way where a vehicle left the road and landed in a
3 resident's hot tub.

4 **B. Update on Canopy Tree Pruning on Celeste Blvd.**

5 Christopher Dorrill reported that the vendor had been at the District the previous day,
6 and he expects to receive a price from them by the end of the week.

7 **C. Update on Lakoya Basin Control Elevations**

8 Mr. Cole indicated that they are researching and assessing those drainage related
9 elevations and certifications in that community, as well as the permit conveyances. Mr.
10 Dorrill should have those answers before the February meeting.

11 Mr. Lee had also asked if a back pump could be put into the lakes during the dry
12 portions of the year to hold more fresh water in the system rather than going out through
13 Rookery Bay. Mr. Dorrill was not very confident that this could be done, as the chlorine
14 content of the water may be too high, and Mr. Lee at this point agreed, and felt that the
15 extra boards or panels that can be slid into notches on the weir to hold back water
16 would be more efficient, and that is being evaluated as well.

17 At this point the water is barely spilling over the weir at this, and historically until the
18 middle part of June there is no water flowing over the top of the weir.

19 **ATTORNEY'S REPORT**

20 Mr. Pires briefly pointed out an article to the Board regarding the Lee County School
21 District that was sued over not complying with a request for public records, where
22 quarantined files were purged by mistake. They lost the case after an extensive
23 litigation and were required to pay a very large amount of money in attorney' fees to the
24 opposing side.

25 Mr. Pires noted that Mr. Dorrill handles all public records and public records requests
26 extremely well for the District.

27 **FINANCIALS**

28 Mr. Dorrill noted that the second month financials were unremarkable, adding that at the
29 end of November there was \$4,150,000 in cash, almost equally split between the
30 reserve accounts and the operating account.

31 During the month of November there was \$1,035,000 received in non-ad valorem
32 assessments, which was within \$15,000 of the original forecast,

1 The only thing noted by Mr. Dorrill under the cost centers were the quarterly premium
2 payments for Worker's Comp. Additionally, \$7,000 more than what had been budgeted
3 for street light repairs were noted due to blown fuses in two areas, but overall, they were
4 \$52,000 below budget on the expense side.

5 Mr. Carter added that they had been successful with the LED lights, and he suspected
6 that these problems were due to the age of the wires. **On a MOTION by Mr. Ousley
7 and a second by Dr. Bularzik, the financials were then unanimously accepted by
8 the Board.**

9 SUPERVISORS' REQUESTS

10 B. CSA Agreement

11 Dr. Bularzik asked for some information on this agreement as she did not fully know all
12 that it entailed. Mr. Dorrill gave her a brief narrative history of the community and how it
13 was developed. Everything to the north of Wildflower Way, Grand Lely and Grand Lely
14 Extension is outside of the CDD District boundary.

15 That area outside of the boundaries did not have access to drainage, no irrigation, and
16 no cost-effective way to do landscape maintenance. A statutory limit on how many
17 acres could be annexed led to the creation of the service contract known as the CSA,
18 which provides these amenities along with others to the neighborhoods outside of the
19 Lely CDD.

20 Mr. Lee pointed out that there had been several addendums to the agreement, and in
21 response to Dr. Bularzik's request for a simple explanation on the differences between
22 the CDD, Master HOA and CSA, Mr. Dorrill indicated that he will prepare a document
23 for her. For her information, however, he added that the CDD is a special purpose
24 government created under Florida Law with independently elected public supervisors.
25 The Master HOA is a Florida not-for-profit corporation which in this case enforces the
26 deed restrictions and owns only submerged lands in conservation areas. The CDD is
27 responsible for all services to the community. The CSA is a contractual agreement in
28 which everyone pays the same costs for the services they receive.

29 There are exceptions which Mr. Lee and Mr. Dorrill briefly outlined, but Mr. Dorrill will
30 provide this information to Dr. Bularzik for her assistance to the Turnover Committee.

31 C. Master Turnover

32 The Board members briefly discussed the upcoming turnover, and Dr. Bularzik
33 reiterated that the date they are working with presently is March 15th. There are issues

1 back and forth as to how the voting will take place, and Dr. Bularzik went over the voting
2 rules and requirements, and the costs included in paper and electronic balloting.

3 **D. CDD Board Members re: HOA Board**

4 Mr. Pires did some research on CDD Board members sitting on the new HOA Board
5 and found that it is a fairly complex issue. He polled several opinions on the Florida
6 Ethics Code, which included the voting conflicts of interest, and there are a number of
7 subsets to that, including doing business with one's agency,

8 conflicting employment or contractual relationships and continual or frequently occurring
9 conflicts.

10 Mr. Pires noted that his research will include discussions with Chris Anderson, who is
11 the general counsel for the Commission on Ethics. Mr. Anderson offers informal
12 discussions and advice on what factors may be considered in a formal opinion.

13 One positive issue is that the District is not buying anything from the Master but is just
14 providing services to the Master. Additionally, if a LCDD member was to get on the
15 Board of the Master, and there is an agreement in place, there are some ethic opinions
16 in that say that's grandfathered in. If that agreement was amended in the future,
17 however, then some issues could arise.

18 Mr. Pires, with the Board's agreement, will call Mr. Anderson and get some feedback
19 from him and prepare a memo for the next Board meeting. He added that it may be
20 better to have a Board liaison between this Board and the Master, because at times the
21 appearance of impropriety could be utilized for people to attack decision making.

22 Mr. Lee agreed with the idea of having a liaison, and Dr. Bularzik added that she would
23 support discussions with Mr. Anderson on these issues.

24 **E. Intersection at Mustang Island**

25 Dr. Bularzik noted that they have been working with Rick LoCastro regarding the
26 intersection at Mustang Island, going across Lely, and they are getting ready for it and
27 will be working on it for the next two to three months.

28 **ADJOURNMENT**

29 The February meeting will be held on the 17th, starting with a workshop on Landscaping
30 of the medians and tree replacement at 1:00 p.m. a followed by the regular meeting. **On**

- 1 a **MOTION** by Dr. Bularzik and a second by Mr. Ousley, the meeting was
- 2 adjourned at 2:28 p.m.