

1                   **LELY COMMUNITY DEVELOPMENT DISTRICT**  
2                                   **NAPLES, FLORIDA**  
3                   **Regular Meeting of the Board of Supervisors**  
4                                   **June 19, 2021**

5   The regular meeting of the Lely Community Development District Board of Supervisors  
6   was held on Wednesday, June 19, 2021, at 1:30 p.m. at the LCDD Maintenance  
7   Building, Naples, Florida.

8   **SUPERVISORS PRESENT**

9   William Lee, Chairman  
10  Anne Marie Bularzik, Vice Chair  
11  Kenneth Drum, Supervisor (via Speakerphone)  
12  Gerry Campkin, Supervisor  
13  Frank LoMonte, 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 of Allegiance was recited in unison.

22  **PUBLIC COMMENT**

23  No public comment was received at this time.

24  **ROLL CALL/APPROVAL OF AGENDA**

25  All Board Members were in attendance.

1 **APPROVAL OF MAY 2021 MINUTES**

2 **MANAGER'S REPORT**

3 A. **Community Patrol**

4 B. **Surplus Auction Final Results**

5 C. **Emergency Resolution Approval**

6 D. **Pump Station Control Bids**

7 **ATTORNEY'S REPORT**

8 **FINANCIALS**

9 \$4,975,000 was noted to be in cash at the end of seven months, with an additional  
10 \$10,175,000 in fixed assets, mostly infrastructure, with \$1,400,000 as the appraised  
11 value of the Lely Freedom Horses, against \$40,000 in payables.

12

13 The income statement financial position remains on the positive side, with \$167,000  
14 having been received during the month of April in non-ad valorem tax assessments.

15

16 Total Revenues year-to-date were approximately \$2,400,000, or 94 percent of the total  
17 anticipated receipts, with the difference being the discounts taken and the tax collector's  
18 fees.

19

20 Mr. Dorrill briefly explained how the District receives revenue from the tax collector on  
21 the unpaid taxes that are sold at auction. If a tax certificate is unsold, ownership reverts  
22 to the Board of County Commissioners.

23 The CSA revenues are current through the first two quarters of the year, and under the  
24 cost centers, the effluent water line item is about \$37,000 over budget for the purchased  
25 irrigation water. This is primarily due to the timing of the County's rate increases, which  
26 occur in October, well after the District's budget is set. As it is now the rainy season  
27 some of these costs were taper off for the final two quarters of the year. Aside from  
28 that, the total operating expenses through the first seven months were \$103,000 below  
29 budget on the operating side.

30

31 On the capital side, the District is substantially below budget, as they have yet to award  
32 the contract for the new irrigation controls and associated electrical work. Total  
33 expenditures in all categories year-to-date were noted to be \$534,000 below budget, it  
34 will catch up in the fourth quarter.

1 **On a MOTION by Dr. Bularzik and a second by Mr. Campkin, the Financials were**  
2 **then unanimously accepted by the Board.**

3 Mr. Drum then noted that the bank the District uses has been sold, apparently to a  
4 regional chain, and expressed some concern about the terms they now receive, or what  
5 the alternatives the District has in this regard. Mr. Dorrill suggested that Mr. Pires be  
6 asked to make some inquiries at the County Clerk's office, as Mr. Pires is general  
7 counsel for that office.

8 Mr. Dorrill advised that the District tagged onto the Bank Services Agreement of the  
9 Board of County Commissioners in order to get many of those benefits, and Mr. Pires  
10 will be able to get that information.

## 11 **SUPERVISORS' REQUESTS**

### 12 **A. Thank you to Kevin Carter**

13 Dr. Bularzik thanked Mr. Carter for the excellent job he did at the surplus auction.

### 14 **B. Recognition for Mr. Bowers**

15 Dr. Bularzik recognized Mr. Bowers for the assistance he gave to a resident who was  
16 experiencing car trouble.

### 17 **C. Lake Bank Erosion Project**

18 Mr. Carter explained that this project did not start Monday as planned due to the  
19 weather, but they are mobilizing the equipment and getting everything set up to begin.  
20 Mr. Dorrill added that they did have a successful and well received preconstruction  
21 conference.

22 In response to Dr. Bularzik's question on how a determination is made on which areas  
23 need to be corrected, Mr. Carter advised that they measure the drop at the lake bank  
24 edge. If it is greater than nine inches, it meets the standard for work set by the South  
25 Florida Water Management District. A special rod is used to take that measurement and  
26 determine the area of escarpment. The measurements are also confirmed by the  
27 District's civil engineer.

### 28 **D. Curb Power Washing and Painting**

29 Dr. Bularzik suggested that if the County could do some cleaning and painting along the  
30 public roadways. It would look much better, as they are beginning to look run down. Mr.

1 Dorrill indicated that they do have a contract in that County department and they will  
2 follow up with that.

3 **E. Dead Trees at Freedom Plaza Exit and Mustang Island**

4 There is a dead tree located at the back exit, apparently part of the Boff Group's  
5 property, and there have been attempts to contact him about taking it down. Mr. Carter  
6 noted that it is a very large pine tree that will be susceptible to falling over during a  
7 hurricane. Mrs. \*\*\* indicated that they will reach out, as they have had communications  
8 with Mr. Boff in the past.

9 Dr. Bularzik noted that there are an additional two dead trees that need to be taken  
10 down and that they are the responsibility of Mr. Drum's HOA. Mr. Drum agreed that the  
11 HOA will have to send out a notice, and the trees will have to be taken down at the  
12 expense of the owners.

13 Dr. Bularzik also noted that the team who put in the new trees did a good job, and they  
14 are starting to flower and look nice.

15 **F. Wetland Preserves**

16 Dr. Bularzik asked who was responsible for the wetland preserves, as Mr. DeBoest had  
17 sent out an email on behalf of the Master Association indicating that the District was  
18 responsible for maintaining the conservation areas and preserves based on some  
19 highlighted language in the settlement agreement.

20 That agreement between the Lely Master HOA, the District and Stock Development was  
21 entered into in 2017, and paragraph 3E indicates landscape maintenance, and  
22 preserves and conservation areas do not qualify for landscape maintenance, which is a  
23 completely different standard of landscape and operation. It indicates that the CDD is  
24 responsible for the landscape and maintenance of the common areas, as depicted in  
25 Exhibit 1 of the agreement. In Mr. Pires' opinion it does not apply to the preserve and  
26 conservation areas. Additionally, the agreement references the common areas, but  
27 they are not depicted as that in the Exhibit.

28 The agreement also indicates that the CDD is responsible for all lakes and lake bank  
29 access easements in Lely Resort, which will be granted by Stock and the Master HOA  
30 to the CDD if reasonably necessary for the lake maintenance.

31 This whole section in the agreement relates only to the lakes and does not reference  
32 preserves or conservation areas.

1 Mr. Pires, therefore, does not feel that the agreement indicates any basis for the District  
2 having any responsibility for the conservation areas or preserves if the District is not the  
3 operating entity under the South Florida Water Management Agreement.

4  
5 As it relates to the lakes, until such time as the South Florida Water Management  
6 District operating permit is transferred to the ultimate operating entity, assuming that the  
7 District is that entity, the current permit holder is responsible to ensure that the facilities  
8 are in compliance with the permit conditions. Additionally, before accepting  
9 responsibility, the District will make sure that the systems are inspected to ensure that  
10 they comply with permit conditions and the rules of Florida.

11 In response to Mr. Drum's question as to whether the District has to accept a lake if it  
12 does not wish to do so, Mr. Pires noted that if the District has not been maintaining a  
13 lake, in his opinion, as a matter of general law, they do not have to accept it. The  
14 agreement noted above, however, makes the District contractually responsible to  
15 maintain the lakes.

16 Mr. Drum clarified that what he meant was could a judge or the South Florida Water  
17 District make them take a lake to maintain whether they want to do it or not. Mr. Pires  
18 advised that there may be certain limited instances where the South Florida Water  
19 District may force the transfer. In the case where the District may have been operating  
20 and maintaining a lake without a permit for a long period of time, that could occur. As  
21 far as what a judge may do, Mr. Pires felt that would depend upon the assertions made.

22 Mr. Lee gave a brief history of this issue with the South Florida Water Management  
23 District, which did nothing for the last eight years regarding permit transfers, and he felt  
24 that if the District was to accept any lake, they will have to be checked to make sure  
25 they were up to all the listed standards, and if they are not, the District should not have  
26 to accept them. Mr. Pires felt that it was also the conditions of the permit, which has  
27 engineering requirements that must be met as well.

28 Dr. Bularzik asked again about the wetland preserve areas, which are bodies of water  
29 that are connected, and if the agreement covers those. Mr. Pires will look at all these  
30 bodies of water on the list Mr. Cole has as to their status from a South Florida Water  
31 Management perspective. Once they are satisfied that these preserves are maintained  
32 according to the permit, then the initial permit holder would want to transfer that permit  
33 to the ultimate operating entity. Each permit will have to be looked at individually to

1 determine the ultimate operating entity, and the transfer to the CDD cannot happen  
2 without the approval of this Board.

3 Mr. Dorrill added that it is staff's impression that the Master HOA has done a reasonably  
4 good job of keeping their preserves exotic free. There is a large preserve behind the  
5 lake that is not part of the Master's assets, and it is full of exotics, and it would take  
6 quite a bit of work before the District should consider taking that one on.

7 Mr. Pires advised that general assertions about any of these lakes and preserves  
8 cannot be made, and if there are specific ones that need to be looked at, the information  
9 should be brought to the Board for Mr. Pires and Mr. Dorrill to look at to make a  
10 determination on.

#### 11 **G. Palm Trees on Celeste**

12 Mr. Haar from Ole has sent some emails regarding these trees and suggested that he  
13 wanted to pay to bring shorter trees on one side, but Mr. Carter noted that the  
14 landscape recommendation calls for trees of a certain height. The benefitting  
15 neighborhood in that case would be Ole, so Mr. Dorrill spoke to Mr. \*\*\*Weeber and Mr.  
16 Carter spoke to the general manager, and it was left for that neighborhood to do  
17 additional landscaping to the District's specifications. The Board would make a final  
18 decision on this.

19 Mr. Dorrill added that as the manager he is not interested in additional trees being put  
20 in, which would be an exception to the Board's approved landscape palette, on which a  
21 lot of time and money was spent. Dr. Bularzik added that a company would have been  
22 hired to plant any additional trees, and Mr. Dorrill noted that they would not be  
23 warranted or approved by the District and the County.

#### 24 **H. Hackers at Pumphouse**

25 Mr. Dorrill was not positive that the pumphouse would be internet based and added that  
26 they were in the process of rebidding it, which will be due in July. He will have an  
27 affirmation on that at that time for the Board and Mr. Drum who had concerns about  
28 hackers.

#### 29 **I. Potholes**

30 Turning into Tiger Island off Lely Resort Blvd. there is a large hole that fills with water,  
31 and Mr. Dorrill will follow up on this with the County as it is within their right-of-way.

1       **J. Gas Markers**

2       Mr. Campkin noted that all the tops of these markers, and wondered what if anything  
3       was going on, but apparently, they are there only to advise those who work on them as  
4       to where they are.

5       **K. Road Works**

6       In response to Mr. Campkin's question, Mr. Dorrill indicated that they have not been  
7       successful in convincing the Transportation Department to come in and make another  
8       presentation, as the Board was very dissatisfied with the one made earlier in the year. A  
9       contract has been awarded for the Triangle Blvd. project, and Mr. Carter is the Board's  
10      liaison for it due to the assets the District has in that corridor.

11      **L. Landscaping, Common Area at the Horse Monument**

12      The area around the monument has been transferred to the HOA, and Mr. Lee noted it  
13      would be put in next year's budget, and the type of grass planted there may determine if  
14      the District takes over this area for maintenance. Mr. Dorrill will look at the area to make  
15      some determinations on what is needed.

16      **MISCELLANEOUS**

17      **ADJOURNMENT**

18      The July meeting will be held on the 21<sup>st</sup>, and on a **MOTION by Dr. Bularzik and a**  
19      **second by Mr. Campkin, the meeting was adjourned.**