

1                   **LELY COMMUNITY DEVELOPMENT DISTRICT**  
2                                   **NAPLES, FLORIDA**  
3                   **Regular Meeting of the Board of Supervisors**  
4                                   **February 16, 2022**

5    The regular meeting of the Lely Community Development District Board of Supervisors  
6    was held on Wednesday, February 16, 2022, at 1:50 p.m. at the LCDD Maintenance  
7    Building, Naples, Florida.

8    **SUPERVISORS PRESENT**

- 9    Anne Marie Bularzik, Chair  
10   Frank LoMonte, Vice-Chair  
11   William Lee, Treasurer, HOA Liaison  
12   Kenneth Drum, Supervisor  
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 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 physically present.

26   As it relates to the Agenda, the following items were added:

27   9A. Fertilizer Process

1 9B. Bollard and Weir Painting

2

3 **On a MOTION by Mr. Drum and a second by Mr. Campkin, the Board unanimously**  
4 **approved the Agenda as amended.**

5 **APPROVAL OF JANUARY 2022 MINUTES**

6 On Page 2, Line 9, the name was Kevin Carter.

7 On Page 4, Line 5, the words "District Board" should be changed to "Staff."

8 On Page 7, Under Election of Officers, it should be noted that Mr. Campkin was  
9 designated as Supervisor.

10 On Page 7, Line 25, the starred same should be changed to read "a resident."

11 **On a MOTION by Mr. Drum and a second by Mr. Lee, the minutes were then**  
12 **unanimously approved as amended.**

13 **MANAGER'S REPORT**

14 **A. Community Patrol**

15 There were 59 reported incidents from Community Patrol, with six property damage  
16 events and 14 trespassing, of which 13 were nonresidents. There were several  
17 accidents throughout the month, three of which the patrol provided some standby and  
18 assists. There were some suspicious vehicles that were part of those standby events.

19 The Sheriff's summary reported ten traffic accidents, none of which had serious injuries.  
20 There were two arrests, one involving activity at the high school, and a total of 28  
21 citations or written warnings for traffic infractions.

22 Dr. Bularzik noted that the new roundabout in front of the Staybridge Hotel had a red  
23 sign with an arrow advising not to go in a certain direction.

24 **B. Irrigation Controls Update**

25 The conversion of the irrigation controls is underway, and the main power to the system  
26 is out while this is going on. It is anticipated that the power will be back on by the  
27 following Friday. A blast email was sent to the Presidents Council the previous week to  
28 advise them of the dates when irrigation would be turned off. Mr. Carter will advise Dr.  
29 Bularzik when the system is operational, and she will send out emails to those who  
30 need to be advised.

1 **C. Lely Resort Master Association License Agreement**

2 This agreement was drafted by Mr. Pires and was distributed during the workshop held  
3 before the regular meeting. This agreement in its present form includes the first two of  
4 the four or five items identified during the meeting previously held with Mr. Pires, Mr.  
5 Dorrill and Mr. Cole and key members of the HOA Board along with their counsel. They  
6 are the maintenance and responsibility for the enhanced wetland preserve, and the  
7 responsibility for the Bermuda grass maintenance at the Collier Boulevard entry.

8 The third item, which is the subject of some ongoing concerns by the South Florida  
9 Water Management District, is the maintenance of certain preserves in the community  
10 and the number of exotic plants that are in one in particular that is adjacent to the Ole  
11 neighborhood.

12 Lake bank restoration was a matter of differentiating those lakes that are the HOA's  
13 responsibility, and those owned by the CDD. The final item was landscaping capital  
14 improvements within the CSA, generally involving some Royal Palm trees at the  
15 entrance to the Sussex neighborhood, and the District's assertion that they deal with  
16 maintenance items and not capital improvements.

17 Mr. Pires noted that as part of the conversation on this topic they had in the workshop  
18 earlier, he was looking for some direction from the Board at this meeting and further  
19 input from Mr. Dorrill, Mr. Carter and Mr. Cole. He will then make any adjustments and  
20 bring it back to the Board members at the next meeting for their approval, and then  
21 present it to the Master HOA.

22 This agreement is focused solely on the areas that the graphics represent, behind  
23 Masters Reserve. There are two enhanced wetland reserve easement areas that some  
24 residents have some concerns about. M. Pires added that he and Mr. Carter had a brief  
25 conversation before the meeting that these are not areas that are intended to be pretty  
26 but are wetland preserves. People want to see them more esthetically pleasing, but  
27 that is not the nature of a preserve, which is not neat and pretty the time. The relevant  
28 agencies do not want them spruced up. Mr. Pires felt that this was an important  
29 educational component for the community, and the maintenance involved is the removal  
30 of exotics.

31 This agreement is not designed to have the permit transferred to the CDD, but to  
32 recognize that the Master HOA has the responsibility under the dedication of the plat to  
33 maintain these areas in perpetuity.

1 The LCDD has agreed to a cooperative venture to engage in these maintenance  
2 services with the preconditions that the District's services will not begin until there is a  
3 determination that the systems were in complete compliance with existing permits, and  
4 that it would be just for maintenance, with no capital improvements,

5 Mr. Pires added that Mr. Dorrill brought up a good point related to the term of the  
6 agreement, as far as the conditions and timing of renewal. These are some of the  
7 discussions that will be held with staff. Mr. Pires felt that it should be a one-year  
8 renewal, as a pilot program, and the Board members agreed.

9 Additionally, Mr. Pires noted that if the Master HOA applies for any modification to the  
10 permit, that would be grounds for termination of the agreement. Dr. Bularzik felt that  
11 the District should be able to terminate the agreement with 60 days' notice, and Mr.  
12 Pires agreed that they could do that if that was the consensus of the Board.

13 Dr. Bularzik added that the as built terms noted should be clarified before the  
14 agreement is signed and was advised that it would be.

15 Mr. Lee suggested that Mr. Campkin could speak to the residents bordering the  
16 preserves and advise them that the look of the preserves may change, and it may not  
17 be what they want. Mr. Campkin suggested that the new president of their association  
18 should speak to those residents. Mr. Carter noted that the one preserve is full of  
19 exotics, and the preserve will look quite different once they are removed.

20 Mr. Pires noted that there should be some remuneration for these services that the  
21 District would provide, and Mr. Drum asked if the CDD will send them a bill, or if it will  
22 be built into the yearly income structure. Mr. Lee noted that the cost will be put in the  
23 CDD budget. Mr. Drum then asked if that would mean they are guaranteeing the work  
24 for the term of the agreement or does that mean if there is a problem that needs to be  
25 fixed, the District will do so, and send the HOA a bill.

26 Mr. Pires stated that the concept put forth by the Master HOA was that the CDD would  
27 maintain the area, and the CDD's position is that the HOA has that responsibility under  
28 the permit and under the plat. The expensive part of this is going to be bringing the  
29 preserve up to compliance by removing the exotics. The maintenance could be costly  
30 as well, making sure that there are no exotics growing during the time-period of the  
31 agreement, and it would probably have to be treated yearly. That could possibly be a  
32 requirement of the South Florida Water District, along with an annual monitoring report  
33 after all the exotics are removed.

1 If after all the exotics are removed from the preserve under discussion and there is very  
2 little left, the South Florida Water Management District may require certain native plants  
3 to be put in, which would be the responsibility of the Master HOA. Mr. Pires clarified  
4 that these points would need to be in the agreement, that before the CDD begins any  
5 maintenance activities, exotics must be removed, and native plants put in if necessary  
6 to bring the preserve up to permit standards.

7 Mr. Drum added that routine maintenance would have to be defined, and Mr. Pires  
8 agreed, that along with the definition of maintenance as it relates to the preserves, an  
9 exhibit would be attached to clarify that. He will work with Mr. Cole and Mr. Carter on  
10 this, and Mr. Lee added that as the money for this belongs to all the residents, and if the  
11 preserve is brought up to standards, then the District can take over from there.

12 In response to Dr. Bularzik's concerns about the seed banks from exotics, Mr. Pires  
13 noted that this is where the annual treatment to remove any exotics cropping up comes  
14 into play, which will be part of the maintenance. The other preserve under discussion is  
15 all water during the rainy season, and any exotics would have to be removed during the  
16 dry season.

17 In response to Mr. Drum's concerns about responsibility for littoral planting, Mr. Pires  
18 reiterated that any planting that needed to be done before the District assumed  
19 responsibility would be per South Florida Water Management's direction, and the  
20 responsibility of the Master HOA.

21 Mr. Pires will prepare the agreement with the additional items and changes noted by the  
22 Board and bring the document to the next meeting for Board approval.

23 Mr. Carter added at this point that this has nothing to do with the issue brought up by  
24 the HOA regarding dynamite and the wall being blown off by a developer and halting the  
25 flow of water. Mr. Carter felt that this was important to note as this item has been  
26 brought up several times by the HOA to the CDD. Mr. Pires noted that the Water  
27 Management District permit defines these two preserves as wetlands with no  
28 interconnect, so that is not an issue.

29 Mr. Drum then noted that it would be best to have any other discussions ahead of time  
30 as it relates to all issues regarding this agreement, and Mr. Pires advised that as all  
31 parcels are different it may be impossible to have just one agreement, but certainly all  
32 issues will be addressed in the open meeting.

1 **D. Market Rate Salary Adjustment**

2 Mr. Dorrill advised the Board of Mr. Carter's difficulties with filling vacant positions. Staff  
3 has been looking at doing a market rate adjustment for the District workforce, and was  
4 asking the Board to consider a \$2.00 increase for these landscape and support  
5 positions. Hopefully this will reduce the number of employees that have gone elsewhere  
6 to work for increased pay.

7 Mr. Dorrill provided a handout to the Board members and noted that the cost to  
8 implement this request would be \$44,000 for the remainder of this fiscal year, and on an  
9 annual basis, close to \$60,000 a year.

10 Mr. Drum added that the quality of work being done by these employees is noticeable,  
11 not only within the District but by others as well. It did not surprise him that there was  
12 some competition for their services. Mr. Dorrill advised the Board that if they wished to  
13 do a further increase, sometime after April 1<sup>st</sup> would be the preferred time to do that, at  
14 the May budget workshop. Both Mr. Carter and Mr. Bowers will be included in this  
15 increase.

16 **On a MOTION by Mr. Campkin and a second by Mr. Lee, the Board unanimously**  
17 **approved the increase of \$2.00 as outlined, and that the Board will review it again**  
18 **at mid-year for a possible further increase.**

19 **ATTORNEY'S REPORT**

20 **A. Slip and Fall Injury Update**

21 Mr. Pires advised that counsel appointed by the insurance company for this lawsuit has  
22 filed an answer and affirmative defenses this week after the plaintiff amended his  
23 complaint twice. This was just to keep the Board up to date, and Mr. Pires will continue  
24 to do so.

25 **B. South Florida Water Management Issues**

26 Mr. Pires advised that he, Mr. Dorrill and Mr. Cole had met with counsel hired to assist  
27 in this matter on this issues that arose due to several inquiries. When a letter was  
28 received from the South Florida Water Management District indicating that February  
29 14th was the deadline for the District to provide their plan for moving forward, Counsel  
30 from the hired firm contacted them and advised that it was their understanding that  
31 everything was on hold until the two parties could meet. The District wished to address  
32 the issues that have been raised in the past, concerning what the permits and plats say.

1        **C. Further Discussion on Lake Bank Erosion**

2        This item is on hold for the moment, and Mr. Pires will keep the Board updated.

3        Mr. Pires suggested that Mr. Carter add some graphics to the explanation of how the  
4        lake banks are measured which will make it easier for the residents to understand.

5        The Board discussed the work that needed to be done on the two lakes and whether to  
6        go forward with them both and cover the overage from the capital reserve, or to wait  
7        until the following year to finish Lake 38.

8        Mr. Lee proposed that when they put the work out for bid that they approve the overage  
9        amount and do a budget amendment for the amount that they take from the capital  
10       reserves fund and do the complete work on both lakes. The Board members agreed  
11       that the lakes should be bid together, based on the specifications in the report.

12       Mr. Dorrill will check on the possibility of using the Pelican Marsh east coast contractor,  
13       American Shoreline Restoration, to do this work while they are on the west coast, to  
14       possibly piggyback onto their availability for the work at Lely.

15       **FINANCIALS**

16       The Financials were for the first quarter of fiscal year 2022, and the balance sheet  
17       showed \$5,632,000 in cash, with \$2,700,000 in capital reserves and \$10,000,000 in  
18       fixed assets that are owned by the District. Total assets were \$15,600,000. The receipts  
19       for the month of December were \$1,530,000 for a total of \$2,133,000 in the first three  
20       months of the year. The total budget is \$2,500,000. Accounts payable at the end of the  
21       month were \$30,000. On the expense side, looking at all of the cost centers, Mr. Dorrill  
22       noted that in the case of chemicals and ground cover, they were over budget, but as  
23       indicated in the past, seasonal purchases and insurance premiums are typically prepaid  
24       early in the year. The Irrigation line item is about \$69,000 over budget, primarily due to  
25       the rate increase passed through to the District in October. Mr. Lee pointed out with  
26       more people coming into the District, they will need more water, and they will have to  
27       revisit that line item yearly as it will need to be increased. Year-to-date the total  
28       expenses were \$781,000, \$59,000 over budget.

29       **On a MOTION by Mr. Lee and a second by Mr. Campkin, the financials were**  
30       **unanimously accepted by the Board as presented.**

1 **SUPERVISORS' REQUESTS**

2 **A. Fertilizing Process**

3 In response to Dr. Bularzik's question as to how the District fertilizing program works,  
4 Mr. Carter advised that once a year they change out all the soil and plantings in all the  
5 flowerbeds and put in new soil. Every two years they have soil tests done, and the  
6 purchased topsoil is enhanced with additives that the soil test indicated were needed.  
7 This is why the flowers in the District look as good as they do. All the annuals were  
8 covered in the recent frost and did quite well.

9 Mr. Dorrill noted that there is one area between Grand Lely and Lely Resort Blvd. that  
10 appears to have gotten burned on the corners. That is a fungus problem, and those  
11 areas will be replaced.

12 **B. Bollard & Weir Painting**

13 The gentleman who does the painting finished the bollards and fences and will be doing  
14 the railings next.

15 **PUBLIC COMMENT**

16 Diane Shea from Legacy commented on the beautiful, pristine landscaping at Lely,  
17 which is one of the reasons they moved here.

18 **ADJOURNMENT**

19 The next meeting will be on March 16<sup>th</sup>, and it is anticipated that the Sheriff and Law  
20 Enforcement presentation will be held at 1:00 p.m. before the regular meeting. **On a**  
21 **MOTION by Mr. Campkin and a second Mr. Lee, the meeting was adjourned at**  
22 **2:25 p.m.**