

1                   **LELY COMMUNITY DEVELOPMENT DISTRICT**  
2                                   **NAPLES, FLORIDA**  
3                   **Regular Meeting of the Board of Supervisors**  
4                                   **April 20, 2022**

5   The regular meeting of the Lely Community Development District Board of Supervisors  
6   was held on Wednesday, April 20, 2022, at 1:30 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 in attendance.

26   As it relates to the agenda, the following items were added: 5 E. GIS Mapping Proposal,  
27   9 A. May Budget Workshop, and 9 B. Election Workshop.

1 Dr. Bularzik took the opportunity to thank Mr. Carter for making sure that the fence  
2 painting was completed.

3 **On a MOTION by Mr. Lee and a second by Mr. Drum, the agenda was unanimously**  
4 **approved as amended.**

5 **APPROVAL OF MINUTES**

6 As it relates to the workshop minutes:

7 On the last page of the workshop minutes, Page 4, Line 5, the word “as” should read  
8 “was.”

9 **With that correction, the Workshop minutes were unanimously approved on a**  
10 **MOTION by Mr. Campkin and a second by Mr. Lee.**

11 As it relates to the regular meeting minutes,

12 On Page 2, Line 4, the gentlemen’s name is Miseal Hernandez, and he was thanked for  
13 painting the bollards and fire hydrants.

14 On Page 2, Line 12, Mr. Pires name was incorrectly spelled.

15 On Page 3, Line 2, the first line should express what the intention of the Resolution and  
16 this budget amendment was, and Mr. Dorrill will rephrase this in order to make it clearer  
17 in the minutes.

18 On Page 3, Line 12, the word “advised” should read “that.”

19 On Page 3, Line 14, the last part of that sentence should read “...or if some other issues  
20 arise.”

21 On Page 4, Line 28, The HOA should read POA, and will be referred to in the future as  
22 the POA in all cases. In any part of the transcript where the HOA is referred to, it should  
23 be changed to the POA.

24 On Page 5, Line 26, Mr. Cole’s name was incorrectly spelled.

25 On Page 6, Line 27, the word “non” should be added to the words “ad valorem”  
26 assessments.

1 On Page 7, Line 28, once again the name should read Miseal Hernandez, who was  
2 thanked for painting the bollards and fire hydrants.

3 On Page 8, Line 1, the word “egress” should be correctly spelled.

4 On Page 8, Line 13, St. Andrews should be correctly spelled.

5 On Page 9, Lines 15 & 16 should be deleted.

6 **With those changes and corrections, the minutes were unanimously approved on**  
7 **a MOTION by Mr. Drum and a second by Mr. LoMonte.**

## 8 MANAGER’S REPORT

### 9 A. Community Patrol

10 Mr. Dorrill noted that there was nothing unusual in the Community Report other than an  
11 unusual weather event, depicted in an attached photograph. Mr. Bowers added that  
12 there was a vandalism attempt that they chose not to follow up on as there was no  
13 damage and the person attempting vandalism left and was not seen again. The law  
14 enforcement report showed that there were some car accidents, a couple of them with  
15 injuries, and the patrol officers continue to be aggressive with both verbal and written  
16 warnings. One arrest was noted at the high school, along with 10 verbal warnings, 24  
17 written warnings, 6 crashes, 4 citations, and 3 traffic stops along with the arrest.

18 Mr. Drum related an incident that occurred on Lely Island Circle about three weeks  
19 previously where several sheriff’s officers and paramedics were involved. At least one  
20 couple was told to go into their home as there may be gunfire. Apparently, this was a  
21 bogus 911 call received by the Sheriff’s office advising of a possible domestic shooting.  
22 These bogus calls are called swattings.

### 23 B. Lake Bank Restoration Contract

24 This year there was \$150,000 budgeted for lake bank restoration for Lakes 38 and 53  
25 located in Masters Reserve and Mustang Island respectively. Hole, Montes made a  
26 presentation on the costs for this work at the February meeting, and the Board had  
27 preliminarily approved the higher of the two options at \$240,000.

28 The final costs have come in and was \$18,000 lower than the Board approved amount  
29 of \$222,311.72. Whether sand will be needed for this work will be determined on site  
30 when the work begins. The engineer will be present at the time that decision is made.

1 Mr. Dorrill explained that there is a lot of lime rock in the Lely Resort area, which can  
2 make it difficult in some cases to dredge the bottom of the lake. If more sand is  
3 required for the work, the higher amount the Board approved will cover those costs.

4 Mr. Pires has approved the contract for legal sufficiency, and **Mr. Lee then made a**  
5 **MOTION authorizing the chair to execute the contract with Landshore**  
6 **Enterprises, LLC in a base amount of \$175,076.25, and if imported material is**  
7 **required, in an amount not to exceed \$222,311.72. This Motion includes the**  
8 **budget amendment to reflect the increase over the originally budgeted amount.**

9 Mr. Drum asked if there was now a clear set of standards as to when a lake bank would  
10 require work to be done, and if the residents were aware of what those standards were.  
11 Mr. Dorrill advised that there is an updated survey that was performed to identify Lakes  
12 38 and 53 as having the greatest degree of erosion at greater than nine inches.

13 **Mr. Campkin then seconded the Motion, which was unanimously approved by the**  
14 **Board.**

15 In response to Dr. Bularzik's question regarding Mr. Cole's method of reimbursement,  
16 Mr. Dorrill advised that Mr. Cole of Hole, Montes worked on a time and materials hourly  
17 rate.

#### 18 C. Draft Audit Financials Acceptance

19 Nathan Phillips was unable to attend the meeting, but Mr. Dorrill advised that they have  
20 received the audit, which is a clean one, without any deficiencies or exceptions and with  
21 all the necessary filings and disclosures to the Auditor General and the Senate Select  
22 Committee. Copies of the audit are available for any Board member who wished to  
23 have one. Mr. Dorrill added that there were very little if any journal entry corrections this  
24 year.

25 **On a MOTION by Mr. Drum and a second by Mr. Campkin, the Board unanimously**  
26 **approved and accepted the audit as complete.**

#### 27 D. Irrigation System Acceptance

28 Mr. Cole performed the final inspection of the irrigation system and Mr. Dorrill also  
29 received a written warranty for the installation, both materials and labor. A release of  
30 lien was also received, noting that all suppliers and vendors have been paid. The  
31 project is complete and has been accepted, and Mr. Dorrill complemented the  
32 contractor, Stahlman Irrigation, on their work.

1 Mr. Carter expressed his satisfaction with the new system, noting that the ability to  
2 check on water pressure, for instance, at any time of the day or night has been very  
3 helpful in handling questions from residents about their personal irrigation systems.

4 Mr. Carter added that everything is working the way it is supposed to, and he is very  
5 happy with the system.

6 In response to Mr. Dorrill's question, Mr. Carter advised that the system also allows  
7 them to track all the water that has been distributed on any particular day. Mr. Dorrill  
8 noted that water use in the County has become an issue as the County continues to  
9 raise their rates on a regular basis, partially in order to pay for a planned third water  
10 treatment plant that will benefit large portions of the Collier family lands in the east end  
11 of the County.

#### 12 E. GIS Mapping Proposal

13 Mr. Dorrill advised the Board of an incident that occurred the previous year when the  
14 crews were doing some routine work on one of the boxes on the irrigation system. They  
15 hit and partially severed a fiber optic cable that was on top of the irrigation main and not  
16 at the required depth of three feet.

17 The work necessary for repair this was done, but additional fiber optic line was laid  
18 along with additional items that were not part of the repair, for which the District was  
19 billed \$57,000. Comcast then filed a claim with the District's insurance, and Mr. Dorrill  
20 noted that he was not satisfied with the documents he was provided and has had a  
21 former Comcast field supervisor evaluate this work charge and recommend what a  
22 reasonable cost would be. This issue is ongoing.

23 Mr. Dorrill provided this background information to advise the Board that a good GIS  
24 Mapping system with aerial overlays would show where the various utility lines,  
25 drainage easements, streetlights, et cetera are located. Mr. Carter has solicited some  
26 costs for the GIS Mapping for use in the District, and the cost of the first year's segment  
27 is \$5,500. Different modules can be added, if necessary, in subsequent years.

28 After a brief discussion regarding whether lateral lines to the various neighborhoods in  
29 the community would be included on the mapping, it was agreed that this question will  
30 be asked of the mapping company and if the Board wishes, more layers of detail can be  
31 added to the maps.

1 Mr. Carter was not aware of any additional licensing fees that may be charged, but  
2 anything that the Board wished to add as additional layers would be an extra cost.

3 Mr. Drum asked if Comcast could be forced to bury the line correctly in the case Mr.  
4 Dorrill is dealing with, and Mr. Pires was not sure if the District could force them to do  
5 that, adding that it may be something to address with the Public Service Commission as  
6 the regulatory body for that.

7 Mr. Dorrill summarized the Board's discussion noting that in subsequent years as they  
8 implement further phases, they can determine what, if any, annual maintenance or  
9 license fees are required.

10 In response to Dr. Bularzik's question as to whether it would be beneficial to do Phases  
11 1 and 2 now, Mr. Carter felt that the Vendor probably presented it this way to make it  
12 more palatable for the District from a budget standpoint, but the Board can certainly add  
13 a phase to it. Phase 2 deals with the pipes and structures of drainage facilities, along  
14 with community IDs and signage.

15 The cost for doing Phases 1 and 2 together would be \$13,000, and **on a MOTION by**  
16 **Dr. Bularzik and a second by Mr. Campkin, the Board unanimously approved the**  
17 **implementation of Phases 1 and 2 of the GSA Mapping this year, including a**  
18 **budget amendment, at a cost not to exceed \$13,000.**

## 19 ATTORNEY'S REPORT

### 20 A. License Agreement

21 Mr. Pires provided the Board with copies of the red lined License Agreement, and  
22 briefly walked them through the changes the Board requested the previous month.

23 All references to the HOA were changed to POA, Property Owners' Association.

24 The document focused on Areas 5 and 6, and referenced on the plat as the Enhanced  
25 Wetlands Reserve Easements, as noted in the third Whereas. The engineering map  
26 shows the same areas referenced as 5 and 6 as well as on the second to last Whereas  
27 on the first page of the document.

28

29 To clarify the comments and input of Mr. Dorrill and the Board, and to make sure it is  
30 clear that this is a limited purpose agreement, on pages 207 and 208, it is noted that  
31 the agreement is limited in scope, and only applied to areas indicated on an attached  
32 map. It also notes that the District is not setting any precedent or creating any  
33 obligation for future agreements by entering into this agreement.

1 Under Intent on the document, it again clarifies the areas as 5 and 6, and is also  
2 referred to a second time as 5 and 6 on that page.

3 At the bottom of Page 2 of 7, the last sentence as to the source of the funding was  
4 deleted, and on Page 3, again HOA was changed to POA in several places.

5 The annual operation and maintenance is new, and the conditions precedent to the  
6 District performing services were noted, including bringing the areas into  
7 compliance with the current permit. The fees that will be paid to the District will  
8 include an administrative fee of 15 percent, with the annual fee being determined  
9 each year by the District. The costs directly related to the services in the agreement  
10 were noted, and will be prorated, and then the 15 percent would be added to that.

11  
12 Mr. Pires noted that there was some additional language that had been suggested by  
13 Mr. Carter which gave the District the option in certain cases to contract the work out  
14 to a qualified third party, at their sole discretion. The terms for payment of these  
15 contract services will also be included, and Mr. Pires will make sure that option is  
16 added to the contract.

17 Mr. Carter noted that they use EarthTech to do their annual wetland auditing reports,  
18 and the Master POA uses them to do the annual maintenance of their preserves. He  
19 added that you must go into these areas and decide what exotics need to be  
20 removed, and the Lely employees may have to be provided with some education along  
21 these lines. Having a company like EarthTech do the evaluation for exotic removal  
22 seemed appropriate to Mr. Carter, and the Board agreed.

23  
24 In response to Mr. Lee's request, Mr. Dorrill will look into the 15 percent  
25 administrative amount to make sure it is reasonable. Mr. Drum felt that it was  
26 appropriate, and asked Mr. Pires about the possibility of it entering into the category  
27 of capital improvements. Mr. Pires pointed to the section in the contract that defines  
28 maintenance, which specifically stated that it did not include any capital  
29 improvements, which would remain the sole responsibility of the Master POA.  
30 Further, Mr. Pires noted that the South Florida Water District is the ultimate arbiter  
31 of what that level of maintenance is.

32  
33 Mr. Drum then asked about the lake at Lakoya that a resident felt was not deep  
34 enough, to make sure that the District had no liability on this issue. Mr. Pires noted  
35 that this was a capital improvement issue.

36  
37 If the Board approves the contract with the addition of Mr. Carter's suggestion as  
38 noted above, Mr. Pires will finalize it and send it to Mr. DeBoest.

1 **A MOTION was made by De. Bularzik to approve the contract with the revisions**  
2 **and additions discussed today as the formal agreement. Mr. Lee seconded the**  
3 **Motion, which was unanimously approved by the Board.**

4  
5 **Once Mr. Pires has prepared the final document, he will send it to Dr. Bularzik,**  
6 **Mr. Dorrill and Mr. Carter, and then on to Mr. DeBoest, with the attachments as**  
7 **to areas 5 and 6.**

#### 8 ENGINEER'S REPORT

9 No report.

#### 10 FINANCIALS

11 The financials as of February 28th were provided to the Board, and showed \$5,715,000  
12 in cash on the balance sheet, with total fixed assets of almost \$10,000,000.

13 At the end of February there were \$280,000 in payables, primarily due to a large  
14 payment associated with the irrigation project.

15  
16 The income statement showed almost \$60,000 having been received in February in  
17 non ad valorem assessments, and year-to-date that amount is \$2,321,000 against  
18 a budget of \$2,500,000. That reflects about 93 percent of the annual  
19 revenues, the difference being the tax collector's fee and early discounts.

20  
21 Looking at the cost centers, some of the engineering fees were higher than usual,  
22 which may be due to the irrigation project. If so, Mr. Dorrill noted that he will  
23 capitalize that, and he will prepare a journal entry for the portion of Mr. Cole's  
24 fees associated with that project.

25 There was nothing in the other cost centers of any significance, although water  
26 management chemicals was up due to a large bulk purchase of lake chemicals  
27 when the opportunity arose. Buying these products by the pallet saves a  
28 significant amount of money.

29 The District is over budget on operating expenses, and effluent water will be over  
30 budget as well before the end of the year.

31 The total budget for all expenses, including operating and capital, was \$51,000 below  
32 budget year-to-date.

33  
34 The Statutes require public entities, at a public meeting, to declare certain property  
35 surplus for the purpose of disposing of it at auction. Mr. Dorrill provided a list of this



1 surplus property to the Board, which included lawn mowers, a large blower and the old  
2 boat motor that had been replaced. Formal notice of the auction is given in the  
3 newspaper, and emails may be sent to people who have attended these auctions in the  
4 past. At Mr. Drum's suggestion, the next time a truck or other vehicle is ready for  
5 auction, Mr. Dorrill will look into trading it in or selling it to one of the bigger lots that deal  
6 with used vehicles, as there is a good market for them now.

7

8 **On a MOTION by Mr. Lee and a second by Mr. Campkin, the Board unanimously**  
9 **accepted the financials as presented. This acceptance included the separate**  
10 **schedule of surplus property dated June 14th.**

#### 11 SUPERVISORS' REQUESTS

##### 12 A. May Budget Workshop

13 Mr. Lee proposed that the budget workshop be held in May, on the 18<sup>th</sup>.

##### 14 B. Election Workshop

15 Mr. Lee spoke with the supervisor's office, and they suggested that the workshop be  
16 held in either June or July. The date will be determined in the near future.

##### 17 C. Legislative Information

18 Mr. Pires advised that the Legislature was called into special session by the Governor to  
19 address a couple of items, one being consideration to adopt legislation to dissolve a  
20 certain number of independent special districts. One of them is called the Reedy Creek  
21 District, or Disney World, which is about 27,000 acres in size.

22 The landowners in this District elect their board members, and they operate the law  
23 enforcement, fire department, and so on. This is a mega district created back in the  
24 1960s to allow Disney to create its own infrastructure, and not rely on the local counties.  
25 Disney and five other special districts around the state of Florida were created prior to  
26 the adoption of the 1968 Florida Constitution, which was substantially rewritten and  
27 adopted by the voters. After 1968, all the special districts that had been created by  
28 charter or special act were all recodified, except for five, and Reedy Creek was one of  
29 those five. CDDs were not included in the recodification. The Legislature is now  
30 considering whether these five districts should be dissolved and then reestablished  
31 under a new mechanism. Mr. Pires mentioned this only to clarify to the board that CDDs  
32 are not part of this as reported by some newscasters.

1 PUBLIC COMMENT

2 No comment received at this time.

3 ADJOURNMENT

4 The next meeting will be May 18 at 1:30 p.m. **On a MOTION by Mr. Campkin and a**  
5 **second by Mr. Drum, the meeting was adjourned at 2:50 p.m.**