

1 **PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT**
2 **NAPLES, FLORIDA**

3 Regular Meeting of the Board of Supervisors
4 March 21, 2025

5 The regular meeting of the Port of the Islands Community Improvement District Board of
6 Supervisors was held on Friday, March 21, 2025, at 9:30 a.m. at the Orchid Cove
7 Clubhouse, 25005 Peacock Lane, Naples, Florida.

8 **SUPERVISORS PRESENT**

9 Steve McNamee, Chairman

10 Dan Truckey, Vice Chairman

11 Russell Kish, Supervisor

12 Kevin Baird, Supervisor

13 Anna-Lise Hansen, Supervisor

14 **ALSO PRESENT**

15 Neil Dorrill, Manager, Dorrill Management Group

16 Kevin Carter, Manager, Dorrill Management Group

17 Zach Lombardo, District Counsel

18 Matt Gilinsky, Florida Utility Solutions

19 **PLEDGE OF ALLEGIANCE**

20 The pledge of allegiance was recited in unison.

21 **ROLL CALL/APPROVAL OF AGENDA**

22 All five Supervisors were present in person, establishing a quorum. The meeting was
23 convened at 9:30 a.m. The meeting was also properly noticed. The notice and affidavit
24 are on file with the District Office at 5672 Strand Court, Naples, FL 34110.

25 **The agenda was approved as presented in on a MOTION by Ms. Hansen, a second**
26 **by Mr. McNamee, and all in favor.**

1 **PUBLIC COMMENT**

2 Peter Franco - Cays Dr - Mr. Franco, a resident for 22 years, expressed concern about
3 the empty lot across from the first building. The lot is zoned for commercial use, and he
4 is concerned about potential developments. He asked the CID to consider purchasing
5 the land to control future development.

6 Ken Riggott - Cays Dr - Mr. Riggott, who has lived in the first condo building on Cays
7 Drive for over 20 years, stated that he appreciates waking up to the open field, which
8 provides a clear view of the Everglades. He would hate to see that change and would
9 also like the CID to buy the property to have a greater say in what gets developed there.

10 Juan Castro - Cays Drive - Mr. Castro agreed with his neighbors and hopes the CID will
11 take control of the land and preserve it as it is, particularly the wildlife that resides there.

12 Steve Gunther - Orchid Cove - Mr. Gunther mentioned the restoration project on the
13 canal, noting that he was told it wouldn't be completed until 2026, and that all four
14 canals are currently blocked. He requested that SFWMD come out and share data from
15 the past 10 years regarding water levels and salinity. He expressed concern about the
16 water not flowing over the weir and the water levels dropping. While he is okay with the
17 north-south canals being filled, he hopes the east-west canals can be preserved if
18 possible.

19 Mr. Truckey stated that SFWMD acknowledged the lack of water flow over the weir and
20 is fully aware of the issue. He agreed with Mr. Gunther that it doesn't hurt to try and take
21 action at this point. Mr. McNamee, however, expressed doubt that SFWMD has much
22 concern about the water levels within the District. In response, Mr. Truckey shared that
23 SFWMD is working to improve water flow toward U.S. 41 as part of their restoration
24 project. He also noted that the DEP is requiring further water testing due to the lead and
25 arsenic levels found in the test well near the plant.

26 Mr. Truckey mentioned that the 118 liveaboard boats are only permitted to discharge
27 non-toxic waste, such as gray water (excluding black water). However, laundry water,
28 which should not be included, is also being dumped into the canals. This is contributing
29 to pollution, and the water flow in the basin is impacted as well. He explained that the
30 water flow Mr. Gunther referred to once provided a "flush" to the basin, washing out
31 pollutants. However, with the canals now closed and water being pushed through the
32 land, that flushing action no longer occurs, leading to a stagnant tidal flow. While there
33 should be enough water over the weir in the summer months to flush the system, this

1 will not happen during the winter months. Mr. Truckey pointed out the foam buildup, a
2 clear indicator of pollution in the basin, and emphasized the need for better control over
3 the pollution moving forward.

4 **APPROVAL OF THE MINUTES - FEBRUARY 2025**

5 **A. Regular Meeting**

6 **The regular meeting minutes from February 21, 2025 were approved as presented**
7 **on a MOTION by Ms. Hansen, a second by Mr. McNamee, and all in favor.**

8 **B. Utility Rate Workshop**

9 **The utility rate workshop minutes were approved as presented on a MOTION by**
10 **Mr. McNamee, a second by Ms. Hansen, and all in favor.**

11 **UTILITY OPERATIONS**

12 In February, the wastewater treatment plant received 2.28 million gallons, produced and
13 distributed 3.77 million gallons from the water treatment plant, and distributed 8.43
14 million gallons of reuse water. Utility staff read 860 meters, checked 9 auto flushers, and
15 reprogrammed one of them. Four meter rereads were performed. The new filter was
16 delivered to the plant, and the plan is to install it as soon as possible. Backflow leaks
17 were repaired, and leak detection was conducted. Mr. Baird will follow up with Soto
18 regarding tree trimming, and Mr. Dorrill suggested seeking a credit for the work, as it
19 has been paid for but not yet completed. Valve covers on Newport Drive are still missing
20 and need to be replaced. The concrete lid near the fire station also still needs to be
21 moved to cover the hole, which is Soto's responsibility. Mr. McNamee asked Mr. Gilbert
22 if they would be able to handle moving that, and he confirmed that one of their crew
23 members with a crane truck could do it.

24 Mr. McNamee mentioned that someone on Nextdoor claimed to have gone to the
25 county for water test results and posted them online. Although the post has since been
26 removed, Mr. McNamee expressed concern that posting false information online can be
27 damaging to the community. He stated that if this happens again, names will be used,
28 and legal action may be pursued.

29 Mr. Gilbert shared that a couple of water plant operators, who also work for Bonita
30 Springs Utilities, both agreed that the water produced at the Port of the Islands facility is
31 much better than that of Bonita Springs. They emphasized that high-quality water is
32 made here, and if any issues arose, the DEP would be closely monitoring the situation.

1 Mr. Gilbert added that if he were to drink city water, this would be his preferred source.
2 It was noted that test wells are not associated with potable water.

3 **MANAGERS REPORT**

4 **A. Utility Rate Meter Equivalency**

5 Mr. Truckey expressed concern about the equivalency factor and the number of units
6 assigned to different-sized meters. Mr. Dorrill requested backup material from
7 Munibilling and Raftelis, including information such as how many 2-inch meters are in
8 the community, as well as an inventory of the different meter types and sizes. He also
9 noted a difference of 12 ERCs between how billing is currently being done and how it is
10 planned to be done, based on the factors applied in the rate study. Mr. Dorrill will
11 prepare the tentative budget, unless instructed otherwise, based on the new rate
12 schedule that removes the subsidy for utilities from the non-ad-valorem assessment, as
13 previously discussed. Mr. Truckey and Mr. McNamee urged residents and HOA
14 representatives to attend meetings and be a part of this discussion as a decision must
15 be made in the next couple of months on whether utilities will be funded through
16 assessments or through usage. They do not want residents to feel blind-sighted or
17 upset about any decisions being made without actively participating and being a part of
18 the discussion.

19 **B. Rear Yard Drainage, Venus Cay**

20 Mr. Carter is working with a civil engineer to address issues along Venus Cay. The
21 easement is wider than the land itself, and the County wants to establish a base point
22 for where the easement would begin, in order to construct the required swale as part of
23 the master drainage plan. If there is a violation at this specific address and all possible
24 actions have been taken with the County engineers, they should consider filing a
25 complaint with the Code Enforcement Board and scheduling a hearing to discuss any
26 additional work that may be necessary.

27 **C. 60 Day Utilities AR Summary**

28 There are currently \$4,400 in overdue receivables from active accounts. Port of the
29 Islands Resort Condominium has been a chronic slow payer, and a final demand letter,
30 along with a shutoff notice, is prepared to be sent to them. Over half of the \$4,400 owed
31 comes from this entity. Mr. McNamee believes the association is having issues with
32 Tom regarding the receipt of condo payments.

1 Mr. Kish raised a question about why the condos are not individually metered, like those
2 at Orchid Cove, and expressed concerns about meter sizes. In response, Mr. Truckey
3 and Ms. Hansen explained that this issue was part of what Mr. Dorrill had addressed
4 earlier regarding the need for a database of meter sizes and the work on meter
5 equivalency. Mr. McNamee expressed doubts about the feasibility of individually
6 metering the condos at this location.

7 Regarding Unit 102 on Peacock Lane, the outstanding balance is \$1,700, and there has
8 been no recent payment history. This account should probably be marked as inactive.
9 Mr. Dorrill will need to confirm whether the property has a new owner and will refer the
10 account to collections if necessary. If the account is tied to something unusual, like
11 probate, it will be flagged for further investigation. A resident may have more information
12 about this unit and will speak with Mr. Dorrill after the meeting.

13 Mr. Truckey inquired about the process for turning over accounts. Mr. Dorrill explained
14 that his office has discussed the procedure internally. When they receive estoppel
15 requests, a note will be added to the estoppel, and the owner will be informed that a
16 new account cannot be opened until the previous balance is paid in full.

17 Mr. Dorrill also mentioned that he has spoken with Mr. Lombardo about the new rate
18 schedule. When it is adopted, the late fee will likely be increased to more than \$50 if
19 necessary. Mr. Kish then asked whether the deposit requirement would be raised. Mr.
20 Dorrill clarified that, at this time, there are no deposit requirements for residents.

21 **FINANCIALS - JANUARY 2025**

22 Mr. Dorrill presented the financials for the four-month period ending in January. The
23 combined cash balance is approximately \$5.2 million, split between the operating fund
24 at \$3,951,000 and the utility fund at \$1,353,000. Additionally, there is \$8 million in fixed
25 assets, net of depreciation, which represents the current value of the utility system,
26 street lighting, and roads. Outstanding payables totaled \$77,000. \$13,797 was earned
27 in interest income, with \$28,000 received in non-ad-valorem assessments. Year-to-date
28 interest earnings amount to \$51,000, while non-ad-valorem assessments total
29 \$605,000, making up about 75% of the total expected. Mr. Dorrill noted that most of his
30 clients have received more in assessments by now. He indicated that the shortfall
31 reflects non-payment from the hotel, and as is typically the case, their assessment will
32 likely become delinquent and proceed to a certificate sale. Money will be received after
33 the tax certificate sale in May.

1 Mr. McNamee commented that part of the outstanding balance may be due to errors
2 related to his property and the incorrect tax amount assessed. He inquired about where
3 the mistake occurred that led to the wrong tax amount. Mr. Dorrill explained that it might
4 have been reported to the county that, in addition to the board approving the ERC
5 capacity transfer, the transfer may have also applied to the operating ERC.

6 Mr. Dorrill suggested that it may have been reported to the county that, in addition to the
7 board approving the ERC capacity transfer, the transfer may have also been applied to
8 the operating ERC. He raised the question of whether the transfer policy extends to the
9 annual operating and maintenance ERC for that property. If the transfer does apply, any
10 proceeds received from the tax collector would need to be reimbursed to Mr. McNamee
11 for his commercial property. Mr. Dorrill advised Mr. McNamee to pay the tax under
12 protest to avoid penalties. If an overcharge occurred, it would be reimbursed.

13 Total year-to-date expenses in the general fund are approximately \$200,000 below
14 budget, while utility operating expenses are also under budget by \$77,000.

15 **A. FY 24 Audit**

16 Mr. Dorrill presented the recently received Fiscal Year 2024 audit, which was a clean
17 audit with no exceptions. The year-end balances were all accurate, and there were no
18 adjusted entries. As part of the audit process, an analysis of internal controls, anti-fraud
19 measures, and segregation of duties was conducted. No deficiencies were noted
20 regarding internal controls. The investment policies are in compliance with the State of
21 Florida guidelines, with funds kept with a qualified public depository as required by state
22 standards.

23 **The financials and 2024 audit were accepted on a MOTION by Mr. Truckey, a**
24 **second by Ms. Hansen, and all in favor.**

25 **ATTORNEY'S REPORT**

26 **A. SFWMD License Agreement**

27 Mr. Schaffer from SFWMD attended the meeting via Zoom. Following the last meeting,
28 Mr. Lombardo reviewed all the feedback and made edits to the document. Some
29 tracked changes are visible, reflecting items from South Florida that were not discussed
30 at the previous meeting. The proposed consideration is \$50,000. If the Board prefers
31 \$60,000, South Florida is proposing \$40,000 with a reduced timeline, and an option to
32 extend the timeline for an additional \$10,000.

1 Mr. Lombardo recommended keeping the amount at \$50,000 for a term of one and a
2 half years. The term was modified so that the easement ends as soon as the work is
3 complete. Additionally, South Florida wants to clarify that they will have a portapotty on
4 site. Since they plan to connect to the District's power rather than using a generator,
5 they would like the agreement to include a provision stating that the District will sign off
6 with the electric company if needed. Mr. Lombardo commented that he believes these
7 are non-material changes. Dust control is also included in the agreement.

8 **This license agreement was accepted on a MOTION by Mr. McNamee, a second by**
9 **Mr. Truckey, and all in favor.** The agreement will be presented to the SFWMD Board
10 next, with a decision to follow.

11 **B. Parcel 13 Update**

12 At the last meeting, Mr. Lombardo was authorized to send a reminder notice for the
13 Parcel 13 payment. That notice was sent, and a response was received from Mr. Case's
14 attorney, Mr. Truxton, who attended the meeting via Zoom. Mr. Lombardo understood
15 the request to be for an extension of time. The recommendation is for a Board member
16 to meet with Mr. Case and his attorney to explore a possible resolution that could be
17 brought back to the Board for consideration at the April meeting, instead of immediately
18 issuing the notice of default.

19 Mr. Lombardo explained that issuing a default letter would start the process of stripping
20 ERCs. However, he does not believe there is an immediate rush to do so if a resolution
21 is possible. The presence of heavy metals on the property is part of the ongoing
22 discussion, and it may not have been clear to Mr. Case until recently. Mr. Lombardo
23 stated that if the ERCs are removed, it would be very difficult to develop the property in
24 the future, so he doesn't believe there's a need to strip the property of ERCs if there's
25 still a chance for a resolution.

26 Mr. Truxton explained that since the last extension, Mr. Case had entered into a
27 contract to sell the property to MI Homes. Initially, everything seemed to be progressing
28 positively, but MI Homes ultimately terminated the contract. The primary reason was a
29 Phase 1 environmental report indicating the possibility of lead contamination from the
30 gun range on the property. Further investigation would be required, but MI Homes was
31 not willing to move forward at this time. Mr. Truxton mentioned that addressing this
32 issue might require significant site plan revisions, including the potential inability to use
33 fill dirt from the northern part of the property to excavate, create the lake, and fill the rest

1 of the site. This could result in the loss of a significant number of lots, possibly
2 preventing the development of the 100 lots currently planned.

3 Mr. Gruber from MI Homes had considered shifting the lake to the south, but this would
4 have resulted in losing 20-30 homesites due to contamination in the northern part of the
5 property. Further investigation is needed to assess the extent of the contamination,
6 identify the source, and determine the best course of action for mitigation, as well as the
7 impact on the current site plan. Mr. Truxton requested a 30-day extension to conduct
8 the necessary assessments and determine the best course of action to resolve the
9 issue in a way that satisfies all parties.

10 Mr. Truckey pointed out that the contract includes a "no later than" clause. Mr.
11 Lombardo noted that there seems to be a difference in opinion of importance of this
12 clause. Mr. Truckey emphasized that Mr. Case should make the first payment, as the
13 ERCs purchased with this payment would still be valid, even if some lots have to be
14 shed. Mr. Truxton responded that, until they have a clearer understanding of the entire
15 situation, Mr. Case is not prepared to make any payments under the ERC agreement.
16 Mr. Truxton noted that a Phase 2 environmental study would take 4-6 weeks to
17 complete and they need more than 30 days to come to a decision.

18 Mr. McNamee pushed back, asking why the District hasn't already gotten permission to
19 conduct testing on the wells on the site. Mr. Truxton suggested that Mr. Case would be
20 more cooperative with the District's testing once they have a clearer understanding of
21 the scope of the work being done.

22 Mr. Truckey questioned what had been done over the last month, asking why they were
23 waiting until the last minute. Mr. Truxton responded that they had received the
24 termination notice from MI Homes and had spent time understanding the reasons for
25 the termination. Mr. Truckey emphasized the importance of the District conducting its
26 testing by August to avoid penalties. Mr. Lombardo suggested that, in exchange for an
27 extension, Mr. Case could pay for the District's testing, but Mr. Truxton rejected that
28 idea. It was clarified that the District is seeking to test an existing well, not install a new
29 one.

30 Mr. Truckey reiterated that there is a 30-day deadline after the default notice is sent. If
31 the letter is issued and Mr. Case comes back with a proposal within the 30-day window,
32 the letter could be rescinded. Mr. Truxton expressed concerns that sending the notice
33 would create an adversarial relationship. Mr. Truckey responded that, given Mr. Case's
34 lack of response, issuing the letter would make it clear that the District has reached its

1 limit in waiting for Mr. Case to act. It would also initiate the process, which would hold
2 Mr. Case's team to the timeline.

3 Mr. Lombardo clarified that the notice would be framed as a "notice to cure" rather than
4 a default letter and sending it would protect the District's interests. The Board meets
5 again in less than 30 days, and since the deadline for the notice is tomorrow, the notice
6 will not be sent today. This allows the Board to meet during their regular course of
7 business and either rescind the notice or consider a different type of agreement.

8 Regarding the monitoring well, Mr. Lombardo noted there was some legitimate
9 confusion about access to it. Mr. Truckey added that soil samples are also needed on
10 the property. Mr. Truxton requested a scope of work for the testing the District needs on
11 the site. Mr. Kish asked if there was easement access for this testing, to which Mr.
12 Truckey confirmed that the well is District property, but further access would be needed
13 to test the soil. Mr. Kish also asked how contamination would be addressed if found. Mr.
14 Truckey clarified that the well is one of four monitoring wells on the property, and it is
15 the only one showing readings. The source and extent of the contamination need to be
16 determined, as no one currently knows the full scope.

17 Mr. Truckey stressed that it would be unwise not to start the clock, as Mr. Case has
18 shown little interest in cooperating with the District. He suggested that next steps could
19 be discussed at the next Board meeting within that 30 day post default letter timeframe.
20 Mr. McNamee noted that the situation would be different if Mr. Case had been more
21 cooperative earlier. He also mentioned that he had learned of MI Homes backing out
22 before the last Board meeting, as it had been mentioned at it. Mr. Truxton clarified that
23 they were caught off guard and did not receive the termination notice from MI Homes
24 until after the last Board meeting.

25 **Mr. Truckey made a MOTION to move forward with sending the letter of default,**
26 **giving Mr. Case and Mr. Truxton 30 days to bring a response to the Board. Ms.**
27 **Hansen made a second and all were in favor.**

28 Mr. Kish asked what would happen to the property if it ultimately becomes unusable. Mr.
29 Lombardo explained that the O&M assessments on the property are being paid, but if
30 the ERCs are not purchased, the utilities will not be able to be connected to the
31 property, and the right to attach them later would be lost. The O&M assessment on the
32 property is approximately \$80,000. Mr. Baird noted for the record that MI Homes had
33 notified the Board in an email to Mr. McNamee on February 7th that they would not be

1 moving forward with the purchase of the property from Mr. Case. Mr. Truxton will
2 schedule a time to speak with Mr. Lombardo.

3 **ENGINEER'S REPORT**

4 No engineering report was given at this time.

5 **OLD BUSINESS**

6 No old business was discussed.

7 **NEW BUSINESS**

8 No new business was discussed

9 **SUPERVISORS REQUESTS**

10 **A. Old Hotel Site**

11 Mr. McNamee asked Mr. Dorrill if the District could acquire the seven acres from the
12 County. Mr. Dorrill explained that he had met with the Deputy County Manager and had
13 a brief follow-up conversation with the County Manager regarding the possibility of the
14 County considering proposals to acquire or declare the property surplus. The indication
15 was that the County would be open to such a proposal at the staff level, but if the
16 District is interested, an interlocal agreement would need to be put in writing and
17 presented to the County Board as a public petition at a County Commission meeting.
18 Mr. Truckey suggested tabling the matter until the next meeting due to ongoing issues
19 with Parcel 13. Mr. Dorrill noted that the County has \$450,000 in costs associated with
20 the demolition and would likely seek to recover at least that amount or their out-of-
21 pocket expenses. It was the consensus of the Board to table the discussion for now.

22 **B. U.S. 41 Median**

23 Mr. Baird has contacted Soto regarding the cost to return the median to just sod, which
24 would be \$23,000. Mr. Truckey commented that this price seems steep for just sod and
25 expressed concern that it may not be properly maintained. Mr. Dorrill explained that the
26 right-of-way permit outlines the maintenance responsibilities for the District and that he
27 would check the permit to see what it says about alterations or changes. Mr. Baird
28 added that he believes the permit stipulates that the County would only take
29 responsibility for the median again if it is returned to sod, Mr. Dorrill clarified it is likely
30 required to be FDOT Bahia sod and the median cannot have irrigation. The current
31 maintenance cost is approximately \$29,000.

1 In Mr. Truckey's opinion, the County should have landscaped the median to begin with,
2 but they continue to refer to the agreement. He believes the best solution is to terminate
3 the agreement and return the median to sod. Mr. Dorrill clarified that the County's
4 approved median plan applies only in the urban area and Immokalee. There was a
5 question about Naples City taxes vs. those of the District. Naples City residents pay into
6 the County general fund, while everyone else contributes to the unincorporated areas
7 general fund. Aside from contributions for law enforcement, the taxes paid are
8 essentially the same. Mr. Lombardo suggested tabling the issue, noting that it is
9 complex and involves several factors. Mr. Dorrill agreed and recommended tabling the
10 discussion to the May budget workshop, as it has budget implications.

11 **C. Commercial Parcel Appraisal**

12 Mr. Truckey referenced the individuals who spoke on this matter during public
13 comments earlier. Mr. Lombardo stated that if the District is considering this option,
14 given that the property owner is a Board member, it is important to carefully consider
15 the implications of Chapter 112. He recommended engaging a realtor to assess the
16 District's needs and ensure that the property aligns with those needs, as well as the
17 District's procurement requirements. He emphasized the need for extreme caution in
18 this process.

19 Mr. Lombardo further explained that if the District has identified a need for this property,
20 it must be demonstrated clearly, and either a third-party realtor or appraiser should
21 confirm that this is the only property that meets the qualifications. He clarified that the
22 issue isn't solely about Mr. McNamee recusing himself—it also involves the potential
23 transfer of District funds to Mr. McNamee for the property purchase. Mr. Lombardo
24 believes it is advisable to seek an opinion from the ethics commission as part of the
25 closing process and to make the transaction contingent upon the ethics commission's
26 approval.

27 Mr. Lombardo said that if the Board desires to move forward, they need to identify the
28 appropriate real estate professional to conduct the analysis. He recommended a
29 property appraiser, which typically costs between \$2,000 and \$4,000.

30 Ron Westerman from Cays Drive expressed concern about what will happen with the
31 property. He mentioned that the discussion has been ongoing for months, and he sees
32 no difference between this property and the one the District recently purchased across
33 the street. Mr. Lombardo noted that while this issue has been raised, the Board had not
34 previously given directions to move forward. Frank Lee from Cays Drive stated that the

1 ethics commission was supposed to be contacted by Mr. Pires, and the March meeting
2 of the ethics commission was mentioned. Mr. Lombardo said he would go back to
3 review the minutes, as it was not his understanding that the Board had given direction to
4 move forward.

5 A community member commented that the property is currently for sale, making it a
6 good time to act. John Thormann from Orchid Cove echoed Mr. McNamee's comment
7 from earlier about having a representative from each HOA. He mentioned that at a
8 recent HOA meeting, a vote was held regarding the purchase of the property near
9 Lindsay Case's land, but no one showed interest. Orchid Cove had no interest in
10 purchasing the property the District recently bought, and they have no interest in this
11 one either. He emphasized that the CID's focus is on utilities and infrastructure, with a
12 \$9 million capital improvement plan that should be prioritized, not real estate. He
13 suggested that if Cays Drive residents are interested in the property, they should assess
14 their homeowners and purchase it themselves.

15 Mr. McNamee inquired whether Orchid Cove was trying to acquire vacant lots from the
16 County to preserve them as greenspace. Mr. Thormann replied that it had been
17 considered, but the cost was \$70,000, and the proposal was voted down. Mr. Kish
18 clarified that those lots are intended for 44 units. Mr. Steve Gunther disagreed and
19 clarified that there are 28 units in total in that area, including seven buildings along the
20 lake, and there are covenants on the property. He did not believe it was financially
21 viable to develop on those lots at this time, as developers would not recoup their
22 investment. There are also 16 additional units on the other side, bringing the total to 44.

23 **Mr. Truckey made a MOTION to move forward with identifying an appraiser,**
24 **getting an estimate, and having Mr. Lombardo draft a resolution that articulates**
25 **the unique factors of the property. Mr. Baird made the second and all were in**
26 **favor. Mr. McNamee abstained from the vote.**

27 **D. Parking at Marina**

28 Boats have been removed from the parking lot at the marina, and cars are now being
29 parked in the area. Although there are signs indicating no parking, vehicles are still
30 being parked there. Mr. Dorrill will contact code enforcement.

31 **PUBLIC COMMENTS**

32 Debbie Van Wert – Cays Dr – Ms. Van Wert expressed concern about the speed at
33 which vehicles are driving along Cays Drive, noting that both a delivery truck and the

1 garbage truck were traveling at least 35 mph. She emphasized the safety risk to bikers
2 and walkers and suggested installing speed bumps or involving law enforcement. Mr.
3 Truckey agreed, sharing that he had personally stopped a FedEx truck with his car after
4 being passed by it. Mr. Dorrill recommended hiring off-duty sheriff deputies for a
5 minimum of four hours. Ms. Van Wert and Ms. Hansen suggested starting on one of the
6 trash collection days. Mr. Dorrill explained that off-duty sheriff deputies cost \$75 per
7 hour, and during the four-hour shift, they would be roving. The patrols would need to
8 occur in the afternoon or early evening, after school dismissal, or on weekends. Mr.
9 Truckey suggested starting with a free speed trailer first.

10 Ron Westermann mentioned that there may not be a speed limit sign present. Mr. Kish
11 clarified that there is a 25 mph speed limit sign. Mr. Westermann also noted that the
12 ambulance previously stationed at the fire station has been moved back to Everglades
13 City. He was informed of this personally by the fire station and believes the community
14 still needs one. Mr. McNamee agreed and suggested that this be brought to the
15 attention of County Commissioner LoCastro.

16 Kathryn Kehlmeier – Newport Drive – Ms. Kehlmeier expressed concerns that returning
17 the 41 median to sod would be detrimental to the overall appearance of the community.
18 She also mentioned having an arborist assess her property, specifically highlighting a
19 mahogany tree along the property line between two orchid trees. The arborist pointed
20 out the tree's split trunk, its root system, and a tree that the power company regularly
21 trims. Based on the assessment, the arborist recommended that the mahogany tree be
22 removed.

23 Leo Ramos – Hotel Condo Association – Mr. Ramos asked what the property would be
24 used for if purchased. Mr. Truckey explained that determining its use would be part of
25 Mr. Lombardo's evaluation. He also noted that an easement runs through the property,
26 which makes development challenging. Mr. Truckey believes this makes the property an
27 ideal location for a park, pickleball court, bocce ball area, or similar amenities. He
28 suggested it would help keep the lot green and aesthetically pleasing as people enter
29 the community, making it a better park option than the currently owned property, which
30 would be more suited for commercial use.

31 Kathy Oswald – Sunset Cay Lakes – Ms. Oswald expressed concerns about returning
32 the U.S. 41 median to sod. She pointed out that when the median was previously in that
33 condition, mud and silt would accumulate during the rainy season, making it very
34 dangerous to make a left turn out of Newport Drive onto U.S. 41.

1 Tim Estock – Peacock Lane – Mr. Estock is trying to find the charter, articles, and
2 bylaws for the CDD. Mr. Dorrill informed him that a copy of the enabling ordinance that
3 created the District is available on the website, along with a link to Chapter 190 of the
4 Florida Statutes, which outlines the powers and responsibilities of the CDD.

5 Deb Jansen – Sunrise Cay – Ms. Jansen mentioned that one of the past-due customers
6 listed on the report is a renter from one of her properties. She asked if there is an option
7 for either the owner or tenant to be added to the Munibilling list for payment. She also
8 inquired about how long a person would be past due before water service is shut off.
9 Mr. Dorrill explained that water cannot be shut off if the amount due is less than the
10 average two-month bill for that property. He added that while it can be handled either
11 way, most property owners typically require their tenants to pay their own water bills.

12 **Mr. Truckey made a MOTION to schedule a free speed trailer in the community**
13 **and explore other free options to make the speed signs more noticeable. Mr.**
14 **McNamee made the second and all were in favor.**

15 **ADJOURNMENT**

16 The next meeting will be on April 18, 2025, at 9:30 a.m. **On a MOTION by Ms. Hansen**
17 **and a second by Mr. Baird, with all in favor, the meeting was adjourned at 12:10**
18 **a.m.**