

1 **HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT**
2 **NAPLES, FLORIDA**

3 **Regular Meeting of the Board of Supervisors**

4 **April 15, 2024**

5 The regular meeting of the Heritage Greens Community Development District Board of
6 Supervisors was held on Monday, April 15th, 2024, at 10:00 a.m. at the HGCDD
7 Clubhouse, Naples, Florida.

8 **SUPERVISORS PRESENT**

9 John Shelton

10 Dale Meszaros

11 Leigh Connor

12 Barbara Pitts

13 Steven Joos

14 **ALSO PRESENT**

15 Neil Dorrill, Dorrill Management Group

16 Christopher Dorrill, Dorrill Management Group

17 **ROLL CALL/PLEDGE OF ALLEGIANCE**

18 Mr. Neil Dorrill called the meeting to order and advised that the meeting was properly
19 noticed. All five board members were present at the meeting establishing a quorum.
20 The Pledge of Allegiance was recited in unison.

21 **APPROVAL OF AGENDA**

22 **On MOTION by Mrs. Pitts and a second by Mrs. Connor, with all in favor, the**
23 **agenda was approved as presented.**

24 **PUBLIC COMMENT**

25 Chris Swagner – Single Family Homes – Asked for clarification on what the gate policy
26 and procedure is. Raised the point that things are not consistent with Envera, who is
27 allowed entry and how they are being questioned. Mr. Dorrill said that this is an agenda
28 item that will be addressed in the meeting.

1 Mary Schiralli – Heritage Greens Dr – Shared that there's a tree in front of her property
2 that is causing the sidewalk to lift, posing a safety concern. Additionally, the roots have
3 lifted the end of her driveway, creating a sharp angle in the cement that could damage
4 tires. Said that there are also 12-14 palm trees surrounding a pond that require
5 trimming. Mr. Dorrill mentioned that these trees are owned by the Country Club. The
6 tree in question in front of her house was planted by the developer, not the CDD. Mr.
7 Dorrill shared that there is an annual survey of sidewalk conditions done to mitigate trip
8 and fall risks. He said that if it is a liability, safety issue it will show up on that survey.
9 The area she was discussing is slated to be fixed this spring. Fixing the driveway is the
10 homeowner's responsibility. Although removing the tree isn't the CDD's responsibility, it
11 lies within the road right-of-way. Mr. Dorrill can obtain an estimate for tree removal,
12 expected to cost at least \$1,000. After further discussion, determining that since the tree
13 is the only one in the road right of way removing it will not set a precedence, **Mr.**
14 **Meszaros made a MOTION to remove the tree with a second from Mr. Joos and all**
15 **in favor.**

16 **APPROVAL OF MEETING MINUTES FOR MARCH 2024**

17 **The minutes were accepted as presented on a MOTION by Mrs. Pitts, a second by**
18 **Mrs. Connor and all in favor.**

19 **FINANCIALS - FEBRUARY 2024**

20 At the end of February there was \$338,000 cash on hand. \$191,000 was in the
21 operating fund and \$147,000 was in the reserve account. There was \$5,500 in payables
22 at the end of the month. \$5,000 in non-ad-valorem assessments was received bringing
23 the year to date amount up to \$267,000. Year to date the District is \$7,500 below
24 budget on expense side.

25 **The financials were accepted on a MOTION by Mr. Meszaros with a second by**
26 **Mrs. Pitts and all in favor.**

27 **MANAGERS REPORT**

28 **A. Envera Contract/Service**

29 Mr. Dorrill shared that the overnight parking and access control procedures are
30 published on the District's website. The contract with Envera was originally signed for
31 three years and then transitioned into one-year contracts beginning in 2022. There are
32 termination provisions in the contract but there are procedures that must be followed.
33 The ideal time to do that would be next January or February before the contract is

1 renewed. If you want to terminate them without cause, you are obligated to pay them a
2 prorated management fee for the remainder of the term. If their services were cancelled
3 in May, for example, they would be owed their management fee from May through the
4 end of February. If terminating with cause, for example if they are not following their
5 access control procedures, they are allotted 15 days to come up with a cure (a cure
6 provision in the contract) before the termination would occur. Four incidents at the gate
7 were reported on a formal basis. Mr. Dorrill presented these cases. He shared that each
8 resident has the ability to set up a pin number to gain entrance to the community. Mr.
9 Shelton wants to have further discussions among this Board and the Master Board
10 about if this should be an option since a pin number can be shared extensively giving
11 man people access into the community. The current rate that Envera is paid breaks
12 down to about \$90 a day. The other virtual access control option in the area is RAMCO
13 which uses a dial by address directory to gain access.

14 **B. Carter Fence Entrance Repair**

15 The vehicle in the crash had insurance and a counter claim will be filed against their
16 insurance company. Carter Fence needed a permit to do the replacement work. Despite
17 the fence being in place for 30 years, the permit was rejected because the County
18 wants a survey to show that the fence is not in the road right of way. Mr. Dorrill asked
19 the engineer to research and find a survey or site plan to show the fence is not in the
20 road right of way. If the engineer cannot find one, he will be paid to create a survey.
21 These costs will be added to the insurance claim.

22 **C. Traffic Speed Signage**

23 Mr. Dorrill is working with Mr. Meszaros on this. They need to order the signs to raise
24 the speed limit so it can be enforceable by law.

25 **D. Guard Gate Wiring**

26 Mr. Shelton cleaned up some of the wiring. The handyman Mr. Dorrill hired also went in
27 and cleaned it up.

28 **SUPERVISOR REQUESTS**

29 Mr. Shelton said if a hurricane hits the community he will put spikes on the drains.

30 **PUBLIC COMMENTS**

31 No further public comments were received at this time.

1 **NEXT MEETING**

2 The next meeting will be May 20th, 2024, at 10:00 a.m. at the Heritage Greens
3 Clubhouse.

4 **ADJOURNMENT**

5 **The meeting was adjourned at 11:00 a.m. on a MOTION by Mr. Shelton and a**
6 **second by Mr. Meszaros.**