

**NAPLES RESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

**December 2, 2021
BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

Naples Reserve Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

November 24, 2021

Board of Supervisors
Naples Reserve Community Development District

Dear Board Members:

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

NOTE: MEETING LOCATION

The Board of Supervisors of the Naples Reserve Community Development District will hold a Regular Meeting on December 2, 2021 at 10:30 a.m., at the Island Club at Naples Reserve, Activities Room, 14885 Naples Reserve Circle, Naples, Florida 34114. The agenda is as follows:

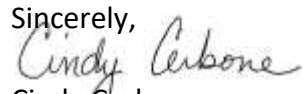
1. Call to Order/Roll Call
2. Public Comments
3. Chairman's Opening Remarks
4. Administration of Oath of Office to Newly Appointed Supervisor, Ms. Anna Harmon, Seat 5 (*the following to be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
5. Consideration of Resolution 2022-01, Designating Certain Officers of the District, and Providing for an Effective Date
6. Continued Discussion/Consideration: SOLitude Lake Management, LLC, Services Contract for One Time Planting Required Littoral Plants [\$25,000.00]
7. Consideration of SOLitude Lake Management, LLC, Services Contract for Bi-Monthly Algae Treatment for Lake #21A

8. Update: Status of Piggyback Agreement with CrowderGulf, Collier County and the City of Naples for Disaster Debris Removal and Disposal
9. Update: Status of Piggyback Agreement with Rosten Solutions, LLC, for Emergency Disaster Debris Removal Monitoring
10. Consideration of Hole Montes, Inc., Cost Proposal for Preparation of Stormwater Needs Analysis
11. Acceptance of Unaudited Financial Statements as of October 31, 2021
12. Approval of Minutes
 - A. February 2, 2021 Regular Meeting
 - B. October 14, 2021 Workshop
 - C. November 3, 2021 Regular Meeting
13. Other Business
14. Staff Reports
 - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
 - B. District Engineer: *Hole Montes, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: January 6, 2022 at 10:30 AM
 - QUORUM CHECK

CHARLENE HILL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
THOMAS MARQUARDT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
DEBORAH LEE GODFREY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
GREGORY INEZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
ANNA HARMON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

15. Audience Comments
16. Supervisors' Requests
17. Adjournment

Should you have any questions and/or concerns, please feel free to contact me directly at (561) 346-5294.

Sincerely,

Cindy Cerbone
District Manager

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

5

RESOLUTION 2022-01

A RESOLUTION OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Naples Reserve Community Development District (“District”) is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. **Craig Wrathell** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Cindy Cerbone is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 2nd day of December, 2021.

ATTEST:

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

6

SERVICES CONTRACT

CUSTOMER NAME: Cindy Cerbone#561-346-5294 cerbonec@whhassociates.com
SUBMITTED TO: Naples Reserve CDD
CONTRACT DATE: October 26, 2021
SUBMITTED BY: Jeff Moding
SERVICES: One Time planting required Littoral Plants

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The fee for the Services is **\$25,000.00**. The service fee will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Naples Reserve CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

2300 Glades Road #410W Boca Raton, FL 33431

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



SCHEDULE A - SERVICES

AQUATIC VEGETATION INSTALLATION

Aquatic Vegetation Installation:

1. Contractor will install aquatic vegetation in 1"- 24" of water:
Species and amounts to be determined upon signing and inspection of planting areas.
2. Plant species are suited to live and thrive in water less than 24" in depth.
3. Contractor will plant the vegetation after a map is provided to Solitude from the district Engineer.
4. All plants will be spaced per the district Engineer.
5. Contractor will clean up after themselves and leave the work site with minimal disturbance to its natural appearance.
6. Contractor will not be responsible for the protection of the plants from predation by ducks, turtles or any other wildlife.
7. Contractor is responsible for the health of the plants upon arrival to the site and will properly transplant the plants taking the health of the plant into consideration throughout the entire processes.
8. Contractor is not responsible for the health of the plants following the completion of the transplant process. Young plants may be susceptible to trouble early after planting with harsh weather conditions. Contractor will look to the forecasted weather prior to planting to give the plants best odds of survival, but will not be held responsible for environmental factors that may decrease plant survival rates.
9. Customer understands that these plants are designed to live in an aquatic or wetland environment, and as such, shall take full responsibility for supplemental irrigation or any other care and maintenance that may be required due to weather or other environmental conditions. Contractor is not responsible for any ongoing maintenance or care for the newly installed plants following completion of the installation work.

Permitting (when applicable):

1. SOLitude staff will NOT be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



- c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
- d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

7

SERVICES CONTRACT

CUSTOMER NAME: Cindy Cerbone #561-571-0010 cerbonec@whhassociates.com

SUBMITTED TO: Naples Reserve CDD

CONTRACT EFFECTIVE DATE: December 1, 2021, through November 30, 2022

SUBMITTED BY: Jeff Moding

SERVICES: Bi-Monthly Algae Treatment for Lake #21A

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$2,388.00**. SOLitude shall invoice Customer **\$398.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, the Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Naples Reserve CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

2300 Glades Road #410 W Boca Raton, FL 33431

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



SCHEDULE A - SERVICES

ANNUAL POND MANAGEMENT SERVICES

Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Algae
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Lake #21A Algae Control:

1. Lake 21A will be inspected on a **one (1) time per every other month** basis during the months of **December, February, April, June, August, October**.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.
3. One time per year (**First treatment**) a full label Algae rate will be applied to the entire perimeter of Lake #21A.
4. February, April, June, August, and October will treat the 2 acres around the 2 irrigation intakes.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Service Reporting:

1. Customer will be provided with a Bi-monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will NOT be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

10

From: [Terry Cole](#)
To: [Cindy Cerbone](#); [Kevin Dowty](#)
Cc: [Daphne Gillyard](#); [Jamie Sanchez](#); [Tobi Charbonneau](#)
Subject: RE: Naples Reserve CDD - need stormwater analysis cost proposal for agenda
Date: Wednesday, November 24, 2021 10:30:37 AM
Attachments: [image003.png](#)
[RE Naples Reserve Nov agenda items re Stormwater and Wastewater 20-Year Needs Analyses.msg](#)

Cindy,

As we discussed this morning, I am providing this email proposal to be authorized by the Board of Supervisors to prepare a stormwater management system 20-year needs analysis as required by the State of Florida HB 53. This would be a task to be authorized according to our services agreement with the District.

Per Greg's previous attached email, in summary, HB 53 creates Section 403.9302, Fla. Stat. and requires special districts providing a stormwater management program or stormwater management system to create a 20-year needs analysis. No later than June 30, 2022, each special district providing stormwater management will need to develop a needs analysis for its jurisdiction over the subsequent 20 year period. This needs analysis shall incorporate all those items set forth in Section 403.9302(3), which include, among other items: (i) detailed list of the water management facilities and projects; (ii) current and projected service areas for stormwater management; (iii) current and projected cost for providing stormwater management services; (iv) remaining useful life of the stormwater management facilities and components; and (v) plan to fund maintenance and expansion of stormwater management facilities. The needs analysis and accompanying methodology shall be submitted to the County where the stormwater management system is located, and will need to be updated by the special district every 5 years.

I estimate that our fees to prepare the initial report will be \$7,500. The initial report will require more effort to compile all of the required information.

I anticipate that future 5 year reports will take less effort since the initial report will just be updated. We will need input from District staff regarding budget #'s for stormwater maintenance, etc...

Kevin will present this at the meeting next week.

thank you and Happy Thanksgiving!



W. Terry Cole, P.E.

Senior Vice President/Principal

Hole Montes, Inc.

950 Encore Way, Suite 200

Naples, FL 34109

Main Line: (239) 254-2000

Direct Line: (239) 254-2024

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

11

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2021**

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2021**

	General Fund	Debt Service Fund Series 2014	Debt Service Fund Series 2018	Capital Projects Fund Series 2018	Total Governmental Funds
ASSETS					
Cash	\$ 50,094	\$ -	\$ -	\$ -	\$ 50,094
Investments					
Reserve	-	519,813	280,180	-	799,993
Revenue		394,595	388,961	-	783,556
Capitalized interest	-	-	5	-	5
Prepayment	-	2,557	9,514	-	12,071
Construction	-	-	-	148	148
Due from general fund	-	4,480	4,796	-	9,276
Total assets	<u>\$ 50,094</u>	<u>\$ 921,445</u>	<u>\$ 683,456</u>	<u>\$ 148</u>	<u>\$ 1,655,143</u>
LIABILITIES					
Liabilities:					
Accounts payable	\$ 8,675	\$ -	\$ -	\$ -	\$ 8,675
Due to debt service fund - seires 2014	4,480	-	-	-	4,480
Due to debt service fund - series 2018	4,796	-	-	-	4,796
Developer advance	1,500	-	-	-	1,500
Total liabilities	<u>19,451</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>19,451</u>
FUND BALANCES:					
Restricted for					
Debt service	-	921,445	683,456	-	1,604,901
Capital projects	-	-	-	148	148
Unassigned	30,643	-	-	-	30,643
Total fund balances	<u>30,643</u>	<u>921,445</u>	<u>683,456</u>	<u>148</u>	<u>1,635,692</u>
Total liabilities and fund balances	<u>\$ 50,094</u>	<u>\$ 921,445</u>	<u>\$ 683,456</u>	<u>\$ 148</u>	<u>\$ 1,655,143</u>

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ -	\$462,830	0%
Total revenues	<u>-</u>	<u>-</u>	<u>462,830</u>	<u>0%</u>
EXPENDITURES				
Administrative				
Engineering	-	-	25,000	0%
Audit	-	-	7,200	0%
Legal	-	-	15,000	0%
Management, accounting, recording	4,080	4,080	48,960	8%
Debt service fund accounting	458	458	5,500	8%
Postage	-	-	500	0%
Insurance	6,405	6,405	6,808	94%
Trustee	4,760	4,760	4,800	99%
Trustee - second bond series	-	-	5,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	167	2,000	8%
Telephone	4	4	50	8%
Printing & binding	29	29	350	8%
Legal advertising	-	-	1,200	0%
Annual district filing fee	175	175	175	100%
Contingencies	-	-	2,500	0%
Website	705	705	705	100%
ADA website compliance	-	-	210	0%
Property appraiser	-	-	7,232	0%
Tax collector	-	-	9,642	0%
Total administration expenses	<u>16,783</u>	<u>16,783</u>	<u>144,832</u>	<u>12%</u>
Field Operations				
Drianage / catch basin maintenance	-	-	3,000	0%
Other repairs and maintenance	-	-	75,000	0%
Lake maintenance / water quality	-	-	75,000	0%
Total field operations expenses	<u>-</u>	<u>-</u>	<u>153,000</u>	<u>0%</u>
Total expenditures	<u>16,783</u>	<u>16,783</u>	<u>297,832</u>	<u>6%</u>
Excess (deficiency) of revenues over/(under) expenditures	(16,783)	(16,783)	164,998	
Fund balance - beginning	47,426	47,426	71,135	
Fund balance - ending				
Assigned				
3 months working capital	79,564	79,564	79,564	
Lake bank remediation	150,000	150,000	150,000	
Unassigned	(198,921)	(198,921)	6,569	
Fund balance - ending	<u>\$ 30,643</u>	<u>\$ 30,643</u>	<u>\$236,133</u>	

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - SERIES 2014
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ -	\$ 539,300	0%
Interest	4	4	-	N/A
Total revenues	<u>4</u>	<u>4</u>	<u>539,300</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	140,000	0%
Interest	-	-	371,938	0%
Total debt service	<u>-</u>	<u>-</u>	<u>511,938</u>	0%
Other fees and charges				
Tax collector	-	-	11,235	0%
Property appraiser	-	-	8,427	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>19,662</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>531,600</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	4	4	7,700	
Fund balances - beginning	921,441	921,441	851,036	
Fund balances - ending	<u>\$ 921,445</u>	<u>\$ 921,445</u>	<u>\$858,736</u>	

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - SERIES 2018
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ -	\$ 580,060	0%
Interest	4	4	-	N/A
Total revenues	<u>4</u>	<u>4</u>	<u>580,060</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	150,000	0%
Principal prepayments	-	-	10,000	0%
Interest	-	-	407,003	0%
Total debt service	<u>-</u>	<u>-</u>	<u>567,003</u>	0%
Other fees and charges				
Property appraiser	-	-	9,063	0%
Tax collector	-	-	12,085	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>21,148</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>588,151</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	4	4	(8,091)	
Fund balances - beginning	683,452	683,452	687,603	
Fund balances - ending	<u>\$683,456</u>	<u>\$683,456</u>	<u>\$679,512</u>	

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - SERIES 2018
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date
REVENUES	\$ -	\$ -
Total revenues	-	-
EXPENDITURES		
Total expenditures	-	-
Excess (deficiency) of revenues over/(under) expenditures	-	-
Fund balance - beginning	148	148
Fund balance - ending	\$ 148	\$ 148

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

12A

DRAFT

**MINUTES OF MEETING
NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Naples Reserve Community Development District held a Regular Meeting on February 2, 2021 at 11:00 a.m., in the Naples Reserve Clubhouse Parking Lot, 14885 Naples Reserve Circle, Naples, Florida 34114.

Present at the meeting were:

Thomas Marquardt	Chair
Jeffrey Bieker	Vice Chair
Charlene Hill	Assistant Secretary
Gregory Inez	Assistant Secretary
Deborah Lee Godfrey	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
Greg Urbancic	District Counsel
Meagan Magaldi	Coleman, Yovanovich & Koester, P.A.
Terry Cole	District Engineer

Residents present were:

Jeffrey Thorson	Gail Thorson	Ed Moore
Leo Desjardins	Randy Sparrazza	Lucy Sparrazza
Judy Dippert	Thomas Dippert	Larry Johnson
Linda Couture	Robert Weiner	Chris Bender
Maria Desjardins	Ken Gorman	Other residents

**DUE TO AUDIO DIFFICULTIES, PORTIONS OF THE
MINUTES WERE TRANSCRIBED FROM THE MEETING NOTES**

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 11:03 a.m. Supervisors Marquardt, Hill, Bieker and Inez were present. One seat was vacant at roll call.

42 **SECOND ORDER OF BUSINESS****Public Comments**

43

44 Resident Leo Desjardins asked if the maintenance agreement and storm-related events,
45 which could impact that agreement, would be discussed today. Mr. Marquardt replied
46 affirmatively.

47 Resident Ed Moore stated he submitted his name in conjunction with the Vacancy in
48 Seat 3 and briefly presented his qualifications and experience.

49 Resident Maria Desjardins asked if Mr. Cole would address some of the erosion
50 concerns raised by residents. Mr. Marquardt replied affirmatively. Ms. Desjardins asked if the
51 Board would discuss retaining additional counsel to represent homeowners, in relation to the
52 CDD. Mr. Marquardt replied affirmatively.

53

54 **THIRD ORDER OF BUSINESS****Discussion/Consideration of Candidates to
55 Fill Vacancy in Seat 3; (Term Expires
56 November 2024)**

57

58 **A. Deborah Godfrey [14771 Edgewater Circle]**59 **B. Edward R. Moore [14583 Kelson Circle]**

60 Ms. Cerbone stated that although two CDD Board Seats went to the General Election as
61 required by Florida Statutes, no residents qualified as candidates with the Supervisor of
62 Elections. In addition to the two Board seats that were in the General Election, there was also
63 one Landowner-elected Board seat that was up for election at the November Landowners'
64 Meeting. At the Landowners' Meeting in November, nominations for the Landowner-elected
65 seat were made and ballots were cast as individuals and as proxy holders. Supervisor Inez
66 received the most votes and in turn, was elected to the Board. At the Regular Meeting, the
67 Board addressed one of the open Board seats for which no one qualified in the General
68 Election. Ms. Hill was nominated and she was subsequently appointed to the seat. Due to
69 public comments, the second seat was not filled at that time and an e-blast was sent to
70 residents about the remaining open seat. The two candidates listed above expressed interest in
71 filling the vacancy in Seat 3.

72 Mr. Marquardt stated he was pleased to see two well-qualified applicants and he had
73 spoken with both candidates regarding serving on the Board.

74 Supervisor Hill nominated Ms. Deborah Godfrey.
 75 Supervisor Bieker nominated Mr. Edward Moore.
 76 No other nominations were made.

77

78 **On MOTION by Mr. Marquardt and seconded by Mr. Inez, with all in favor, the**
 79 **appointment of Ms. Deborah Godfrey to Seat 3, term expires November 2024,**
 80 **was approved.**

81

82

83 Mr. Marquardt thanked Mr. Moore for applying and asked that his application be kept
 84 on file for future Board vacancies, as his qualifications were excellent.

85

86 **FOURTH ORDER OF BUSINESS**

**Administration of Oath of Office to Newly
 Appointed Supervisor [Seat 3], (the
 following to be provided in a separate
 package)**

87

88

89

90

91 Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of
 92 Office to Ms. Godfrey. Ms. Cerbone briefly explained the following items:

- 93 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 94 **B. Membership, Obligations and Responsibilities**
- 95 **C. Financial Disclosure Forms**
 - 96 **I. Form 1: Statement of Financial Interests**
 - 97 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - 98 **III. Form 1F: Final Statement of Financial Interests**
- 99 **D. Form 8B – Memorandum of Voting Conflict**

100

101 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-04,
 Designating a Chair, a Vice Chair, a
 Secretary, Assistant Secretaries, a
 Treasurer and an Assistant Treasurer of the
 Naples Reserve Community Development
 District, and Providing for an Effective Date**

102

103

104

105

106

107

108 Ms. Cerbone presented Resolution 2021-04. Mr. Marquardt nominated the following
 109 slate of officers:

- 110 Chair Thomas Marquardt
- 111 Vice Chair Jeffrey Bieker
- 112 Secretary Craig Wrathell
- 113 Assistant Secretary Gregory Inez
- 114 Assistant Secretary Charlene Hill
- 115 Assistant Secretary Deborah Godfrey
- 116 Assistant Secretary Cindy Cerbone
- 117 Assistant Secretary Daniel Rom
- 118 Treasurer Craig Wrathell
- 119 Assistant Treasurer Jeff Pinder

120 No other nominations were made.

121

122 **On MOTION by Mr. Bieker and seconded by Mr. Inez, with all in favor,**
 123 **Resolution 2021-04, Designating a Chair, a Vice Chair, a Secretary, Assistant**
 124 **Secretaries, a Treasurer and an Assistant Treasurer of the Naples Reserve**
 125 **Community Development District, as nominated, and Providing for an Effective**
 126 **Date, was adopted.**

127

128

129 **SIXTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of December 31, 2020**

130

131

132 Ms. Cerbone presented the Unaudited Financial Statements as of December 31, 2020.

133

134 **DUE TO AUDIO DIFFICULTIES, THE REMAINDER OF THE**
135 **MINUTES WERE TRANSCRIBED FROM THE MEETING NOTES**

136

137 **On MOTION by Ms. Hill and seconded by Mr. Bieker, with all in favor, the**
 138 **Unaudited Financial Statements as of December 31, 2020, were accepted.**

139

140

141 **SEVENTH ORDER OF BUSINESS**

Approval of Minutes

142

143 Ms. Cerbone presented the November 19, 2020 Landowners' Meeting and Regular
144 Meeting Minutes.

145 **A. November 19, 2020 Landowners' Meeting**

146 The following change was made:

147 Greg Urbancic, District Counsel, was present in person

148 Line 71: Change "Lisa" to "Lucille"

149 **B. November 19, 2020 Regular Meeting**

150

151 **On MOTION by Ms. Hill and seconded by Mr. Bieker, with all in favor, the**
152 **November 19, 2020 Landowners' Meeting and Regular Meeting Minutes, were**
153 **approved.**

154

155

156 **EIGHTH ORDER OF BUSINESS****Other Business**

157

158 There being no other business, the next item followed.

159

160 **NINTH ORDER OF BUSINESS****Staff Reports**

161

162 **A. District Counsel: *Coleman, Yovanovich & Koester, P.A.***163 Mr. Urbancic discussed E-verify and advised new Board Members to contact him with
164 any questions.165 **B. District Engineer: *Hole Montes, Inc.***166 **I. Discussion: District Engineer's Report on Status of CDD Improvements**167 Mr. Cole presented the Report and noted that observable lake erosion was due to wind
168 and storm-related which were natural causes and not due to design defects. The large lake
169 required \$150,000 in estimated repairs as noted in the report from June or July 2020.
170 Approximately 60 units required sod repairs; this was a builder issue and not a CDD or HOA
171 issue however it was not uncommon. Mr. Marquardt noted that no funds were budgeted for
172 repair; therefore, an increase in assessments by the HOA or CDD, would be required if the
173 builder did not make repairs.174 **II. Discussion: Lake/Storm Water Pond Ownership**175 Mr. Cole presented a table depicting plat ownership and improvements funded by the
176 CDD. He noted that only nine catch basins required cleaning. Spot checks should be performed
177 during regular maintenance provided by the HOA.

178 **III. Discussion: CDD Improvements Map**

179 Mr. Cole presented the CDD improvements map. Mr. Marquardt requested a map
 180 depicting CDD property or a tracker that identifies ownership, recommended repair and
 181 estimated costs of each repair, including easements.

182 **IV. Discussion: Potential Storm Impact Damage on CDD Improvements**
 183 **(Restoration Activities and Related Cost Estimates)**

184 **V. Discussion: Certificate of Completion for 2014 Bond Series**

185 **VI. Discussion: Certificate of Completion for 2018 Bond Series**

186 **VII. Discussion: Developer to CDD Conveyances**

187 **C. District Manager: Wrathell, Hunt and Associates, LLC**

188 Ms. Cerbone stated that end of year budget projections would be reviewed at an
 189 upcoming meeting, specifically, budgeting a reserve for maintenance. Examples would be
 190 shown from similar CDDs for budgeted items and costs.

191 **I. Communications with HOA Property Manager**

192 Mr. Marquardt stated he would work with the HOA on extended communication.

193 **II. NEXT MEETING DATE: March 2, 2021 at 11:00 A.M.**

194 **o QUORUM CHECK**

195 The next Regular meeting will be held on March 2, 2021 and the Continued meeting will
 196 be held February 9, 2021.

197

198 TENTH ORDER OF BUSINESS	Audience	Comments/Supervisors'
199	Requests	

200
 201 There being no audience comments or Supervisors' requests, the next item followed.

202

203 ELEVENTH ORDER OF BUSINESS	Adjournment
---------------------------------------	--------------------

204

205

206 **On MOTION by Mr. Marquardt and seconded by Mr. Bieker, with all in favor,**
 207 **the meeting recessed at approximately 1:45 p.m., and was continued to**
 208 **February 9, 2021 at 11:00 a.m.**

209
210
211
212
213
214
215

Secretary/Assistant Secretary

Chair/Vice Chair

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

12B

DRAFT

**MINUTES OF MEETING
NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Naples Reserve Community Development District held a Workshop on October 14, 2021 at 10:30 a.m., at the Island Club at Naples Reserve, Activities Room, 14885 Reserve Circle, Naples, Florida 34114, or remotely, via Zoom, at <https://zoom.us/j/93710553245?pwd=L2xyZTBXLzVIM0NESVNoUHhGTFQzdz09>, and via Phone at 1-929-205-6099, Meeting ID 937 1055 3245 for both.

Present at the meeting were:

Thomas Marquardt	Chair
Deborah Lee Godfrey	Assistant Secretary
Charlene Hill	Assistant Secretary
Gregory Inez	Assistant Secretary

Also present, were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Daniel Rom (via telephone/Zoom)	Wrathell, Hunt and Associates, LLC (WHA)
Greg Urbancic (via telephone/Zoom)	District Counsel
Terry Cole	District Engineer
Jon Kessler (via telephone)	Resident/HOA President
Anna Harmon	Supervisor Appointee
Other residents and members of the public (in person and via zoom)	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:30 a.m. Supervisors Marquardt, Godfrey Hill and Inez were present, in person. Supervisor Appointee Anna Harmon was present but not yet sworn in.

Ms. Cerbone explained the difference between a workshop and a regular meeting and outlined how today's workshop would be conducted. Mr. Marquardt, the Board Chair, would start the conversations, the Board and Staff would respond to questions from residents attending in person, followed by those attending via zoom. Ms. Sanchez would gather

39 questions from those attending in person and Mr. Rom would lead the zoom session and
40 present the questions posed through the “chat” function.

41

42 **SECOND ORDER OF BUSINESS**

Chairman’s Opening Remarks

43

44 Mr. Marquardt welcomed all attendees and stated the idea of the workshop is to
45 familiarize everybody with how the CDD functions and operates, who makes the decisions and
46 the Board’s goals. He introduced himself, the other Board Members, District Staff and Mr. Jon
47 Kessler, of FMSbonds, who would start the meeting by explaining the bonds.

48

49 **THIRD ORDER OF BUSINESS**

Discussion: CDD Bonds

50

51 Mr. Kessler gave an overview of the bonds and noted the following:

52 ➤ CDDs are extremely ubiquitous in Florida. Land developers use CDDs to finance the
53 infrastructure. The developer puts in the infrastructure and issues the bonds.

54 ➤ Bonds are typically collateralized by raw undeveloped land, so their issue does not raise
55 the bonds.

56 ➤ The bonds are issued and the debt is levied on the land. As the lots are platted,
57 assessments are assigned to every unit.

58 ➤ An assessment methodology sets forth the annual assessment that every product type
59 will pay.

60 ➤ In the Naples Reserve CDD, bonds were issued in two phases; one in 2014 and another
61 in 2018.

62 ➤ Bonds can have 10 to 15 years of call protection and, once the community is built out,
63 the CDD has the ability to refinance the bonds.

64 ➤ Typically, once the community is built out, the CDD has an improved credit status and
65 might be able to refinance the bonds at a lower interest rate, depending on the rates at that
66 time.

67 ➤ The vast majority of the bonds are owned by large institutions and/or mutual fund
68 companies.

69 Discussion ensued regarding the Trustee, US Bank, the 2014 and 2018 bonds, callable
70 bonds and the assessment billing process.

71 The Board and Staff responded to questions about current interest rates on the bonds,
72 the budget, assessments, Amortization Schedule, term lengths of the bonds, what happens
73 when the bonds are retired and whether additional bonds would be issued.

74 Regarding additional bond issuances, Mr. Urbancic stated he would have to review the
75 Trust Indenture and Supplemental Trust Indenture for each series of bonds and make sure
76 there were no prohibitions to issuing additional bonds. Although issuing additional bonds
77 would be at the Board's discretion, homeowners would be notified and an assessment public
78 hearing would be held for property owners to voice their comments, objections and opinions.

79 **Mr. Kessler left the call.**

80 • **Public Comments**

81 There were no public comments about the bonds.

82

83 **FOURTH ORDER OF BUSINESS**

Discussion: CDD Background

84

85 Mr. Marquardt discussed how CDDs are formed, the number of CDDs in Florida, Florida
86 Statutes Chapter 190, importance of transparency in CDD operations, Sunshine Law, the
87 Developer (I-Star), CDD assets and conveyances to the County. The main powers of the CDD are
88 to plan, finance, construct, operate and maintain community infrastructure for services.

89 Regarding the assessment that appears on the property tax bill, Mr. Marquardt stated it
90 is a lump sum; the debt assessment portion is a set amount.

91 Regarding the operations and maintenance (O&M) responsibilities, Mr. Marquardt
92 stated, when the community was established, the Developer felt it was best for the HOA to
93 assume O&M of the lakes, stormwater management system and catch basins but the HOA
94 recently decided to pass the O&M responsibilities to the CDD, which was the cause of the
95 assessment increase, as the CDD had to increase its budget from \$105,000 to \$400,000. He
96 discussed current lake maintenance issues, erosion, hurricanes, filters, catch basins and the
97 District Engineer performing spot checks on the storm drains.

98 Regarding docks, Mr. Marquardt stated residents are allowed to install docks on the big
99 lake and adjoining lakes but the CDD must ensure that nothing on the docks interfere with
100 stormwater moving into the lake. Responsibility for the dock was unanticipated.

101 Mr. Marquardt addressed items that the Board routinely considers, such as residents
102 installing generators, propane tanks causing runoff, the littoral shelf and drainage complaints
103 and repairs. He encouraged residents to take photographs of drainage issues and to be
104 conscious of the fact that resolving drainage issues was a shared financial responsibility.

105 In response to a question regarding the O&M assessment for the year, Ms. Cerbone
106 stated the O&M assessment for the current year is \$443.12; last year it was \$100.82 and in
107 prior years it was in the \$100 range.

108 The Board and Staff responded to questions about bond maturation, a PVC pipe and
109 measuring stick, monitoring lake levels, water quality and flood prevention. Regarding whether
110 a wall would be raised to minimize long-term damage in an area that floods in the rainy season,
111 Mr. Marquardt stated the area in question is HOA property so it is an HOA issue. Mr. Cole
112 stated, in the northwest corner of the big lake, 12" to 18" of erosion was identified but an
113 element could be lower than it should be and he would inspect the area.

114 Asked what percentage of assessment revenue is kept for reserves, Ms. Cerbone
115 explained that there are three categories of reserves, \$80,000 three-months working capital to
116 cover expenses at the start of the new fiscal year, \$150,000 lake bank remediation amount and
117 \$6,569 Unassigned Fund Balance for miscellaneous items. She discussed the impact of the
118 assessments on the reserve funds, protected reserves, the Debt Service and the General Funds.
119 The goal is be proactive and not reactive in managing the reserves.

120 Mr. Rom presented a Zoom question about owners paying off the bond debt part of the
121 assessment. Mr. Marquardt stated only one homeowner has paid off all the debt assessment.

122 • **Public Comments**

123 There were no public comments regarding the CDD background.

124

125 **FIFTH ORDER OF BUSINESS**

**Discussion: Repairs and Maintenance of
CDD Improvements**

126

127

128 Mr. Cole reported the following tasks and actions of the District Engineer:

129 ➤ During construction, checked the qualifying costs of the improvements, listed certain
130 infrastructure items that were funded through the bonds, submitted invoices for review and
131 qualified water, sewer, storm drains, lake excavation expenses.

132 ➤ Issued certificates of approval for the 2014 bond items and is in the process of doing the
133 same for the 2018 bonds. The exact amount remaining is being confirmed with Management's
134 Accounting Department.

135 ➤ Prepared a lake map with the different lakes and the lake and pool areas.

136 ➤ The lakes and pool areas are maintained monthly by SOLitude Lake Management.
137 Cardno tests water quality of the lakes and performs monitoring for the CDD.

138 ➤ From time to time, Staff inspects the lake banks and identifies a number of point
139 discharges, runoffs, lake erosion areas and notifies the HOA and the Developer of items that
140 need to be repaired.

141 ➤ A lake erosion repair amount has been budgeted and the repairs would be made in the
142 coming year.

143 ➤ Staff checks the catch basins; approximately six basins need to be cleaned out.

144 ➤ Typically, the Engineering Staff checks the lake banks and how the stormwater
145 management system is functioning.

146 Mr. Cole responded to questions regarding the storm drains, conveyances, shoreline
147 erosion, the HOA and who is responsible for storm sewers and roadside catch basins.

148 Asked about taking over the lake maintenance contracts from the HOA, Ms. Cerbone
149 stated the decision was made at the June meeting and there was no dollar value to the
150 contracts.

151 • **Public Comments**

152 There were no public comments about lake maintenance items.

153

154 **SIXTH ORDER OF BUSINESS**

Public Comments: *non-agenda items*

155

156 Mr. Marquardt responded to questions about whether Board Members are required to
157 take any courses, acquire any certifications, how Board Members become familiar with CDD
158 subject matters and Board Member compensation.

159 Regarding attaining a Board seat, Ms. Cerbone stated there is no application process to
160 become a CDD Board Member. Candidates must be a US citizen, Florida resident and a
161 registered voter residing within the boundaries of the District.

162 Mr. Rom read the following comment from Zoom participant, Mr. Mark Standler:

163 “On behalf of the homeowners of Naples Reserve, the Board is greatly appreciated for
164 volunteering their services and are a doing a superb job for the community.”

165 Additional questions about paying off the bond assessment up front versus over 30
166 years, littoral shelf water levels and the lake maintenance contractors were addressed. Per Mr.
167 Marquardt’s request, Mr. Cerbone would ask the contractors to resubmit their contracts to the
168 CDD.

169

170 **SEVENTH ORDER OF BUSINESS**

**NEXT MEETING DATE: December 2, 2021 at
171 10:00 A.M.**

172

173

Ms. Cerbone reported the following:

174 ➤ The next scheduled meeting would be on December 2, 2021 because the November 4,
175 2021 meeting was cancelled.

176 ➤ The Board needs to meet as soon as possible to put agreements in place.

177 ➤ District Counsel and the District Engineer are both available on Wednesday, November
178 3, 2021. Management would advertise for a November 3, 2021 meeting.

179 ➤ The primary discussion item at that meeting would be the two maintenance
180 agreements.

181 ➤ Staff hopes to include the Memorandum of Understanding with the HOA regarding
182 ownership and maintenance of certain improvements and the agreements for disaster debris
183 removal and disposal and disaster debris monitoring and reimbursement consulting on the
184 agenda.

185 In response to a question regarding liability, Mr. Urbancic stated, if someone files a tort
186 or negligence action upon the CDD, Staff would perform a loss analysis to determine whether
187 the CDD is responsible; just because something happens on CDD property does not mean that
188 the CDD is negligent.

189 • **QUORUM CHECK**

190 The next meeting would be held on November 3, 2021, rather than December 2, 2021.

191

192 **EIGHTH ORDER OF BUSINESS**

Supervisors' Requests

193

194 There were no Supervisors' requests.

195

196 **NINTH ORDER OF BUSINESS**

Adjournment

197

198 There being no further business to discuss, the meeting adjourned.

199

200 **On MOTION by Ms. Hill and seconded by Ms. Godfrey, with all in favor, the**
201 **meeting adjourned at 12:10 p.m.**

202

203

204

205

206

207

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

208
209
210
211
212
213
214
215

Secretary/Assistant Secretary

Chair/Vice Chair

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

12C

DRAFT

**MINUTES OF MEETING
NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Naples Reserve Community Development District held a Regular Meeting on November 3, 2021 at 10:30 a.m., at the Island Club at Naples Reserve, Activities Room, 14885 Naples Reserve Circle, Naples, Florida 34114.

Present at the meeting were:

Thomas Marquardt	Chair
Deborah Lee Godfrey	Assistant Secretary
Charlene Hill	Assistant Secretary
Gregory Inez	Assistant Secretary

Also present, were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Daniel Rom (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Greg Urbancic (via telephone/Zoom)	District Counsel
Terry Cole	District Engineer
Randy Sparrazza	Resident/HOA President
Robert Chait	Resident
Mark and Laurie Sandler	Residents

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:31 a.m. Supervisors Marquardt, Godfrey Hill and Inez were present, in person. Supervisor-Appointee Anna Harmon was not present.

Audio commenced at approximately 10:32 a.m., just following the Call to Order and Roll Call.

SECOND ORDER OF BUSINESS

Public Comments

37 Resident Robert Chait expressed concern about the height of the weeds behind his
38 house and in the lake and stated that he reported it in the past but it was not yet addressed. He
39 asked if it would become a CDD responsibility if the HOA does not address it before January 1.

40 Ms. Cerbone stated she left a voicemail for Mr. Chait regarding the issue. Mr. Marquardt
41 stated the Board and Staff are aware of the problem and his understanding was that the HOA
42 directed the vendor to address the issue. Ms. Cerbone stated the Property Manager confirmed
43 that the vendor was asked to evaluate the issue; the licensed and certified professional would
44 determine if the foliage in question are weeds, littorals or a combination of both and make a
45 recommendation of the next steps. Action may be taken while the vendor is on site but, if
46 further explanation is necessary, something should be submitted in writing to the Property
47 Manager and, effective January 1, 2022, to the CDD. The vendor is generally on site once a
48 month. CDD Staff and the Property Manager would keep Mr. Chait informed.

49 Discussion ensued regarding the vendor’s responsiveness. Ms. Cerbone believed the
50 vendor would be responsive as there is no intention to change the level of service or provider.

51 Mr. Marquardt stated it was necessary to clarify what is considered “excessive growth”
52 and he expected the vendor to address the issue before the end of the year. Ms. Godfrey stated
53 she has the same issue on her property. She has found the vendor to be very good at keeping
54 residents informed about the plan of action. Mr. Marquardt stated the Board was well-aware of
55 the issue and it would be addressed later in the meeting.

56

57 THIRD ORDER OF BUSINESS

Chairman’s Opening Remarks

58

59 There were no Chairman’s opening remarks.

60

61 FOURTH ORDER OF BUSINESS

**Administration of Oath of Office to Newly
Appointed Supervisor, Ms. Anna Harmon,
Seat 5 (the following to be provided in a
separate package)**

62

63

64

65

66 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

67 **B. Membership, Obligations and Responsibilities**

68 **C. Financial Disclosure Forms**

- 69 I. Form 1: Statement of Financial Interests
- 70 II. Form 1X: Amendment to Form 1, Statement of Financial Interests
- 71 III. Form 1F: Final Statement of Financial Interests
- 72 D. Form 8B – Memorandum of Voting Conflict

73 This item was deferred.

74

75 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2022-01,**
 76 **Designating Certain Officers of the District,**
 77 **and Providing for an Effective Date**

78 This item was deferred.

79

80

81 **SIXTH ORDER OF BUSINESS** **Consideration of Resolution 2022-02,**
 82 **Accepting the Certification of the District**
 83 **Engineer that the Series 2018 Project is**
 84 **Complete; Declaring the Series 2018**
 85 **Project Complete; Finalizing the Special**
 86 **Assessments Securing the District’s Series**
 87 **2018 Special Assessment Bonds; Providing**
 88 **for a Supplement to the Improvement Lien**
 89 **Book; Declaring that Certain True-Up**
 90 **Obligations Remain the Same; Providing**
 91 **for Severability, Conflicts and an Effective**
 92 **Date**

93

94 • **Certificate of Engineer – 2018 Series Project**

95 Mr. Urbancic presented Resolution 2022-02, known as the “Completion Resolution”,
 96 which declares the project complete, once all infrastructure has been acquired by the County
 97 and all bond proceeds are spent. The remaining \$148 in the construction fund would be
 98 directed to the account used to pay the bond principal.

99 Mr. Cole responded to questions regarding the project, the Engineer’s Certificate and
 100 the process whereby the District Engineer certifies that the work was completed, based on
 101 County inspections and inspections by the Developer’s Engineer and acceptance of the
 102 infrastructure by the County. The Developer partially subsidized the project in order to remain

103 competitive, given market conditions, and only a portion of the expenses were submitted to
104 avoid higher assessments on property owners.

105

106 **On MOTION by Mr. Marquardt and seconded by Ms. Godfrey, with all in favor,**
107 **Resolution 2022-02, Accepting the Certification of the District Engineer that the**
108 **Series 2018 Project is Complete; Declaring the Series 2018 Project Complete;**
109 **Finalizing the Special Assessments Securing the District's Series 2018 Special**
110 **Assessment Bonds; Providing for a Supplement to the Improvement Lien Book;**
111 **Declaring that Certain True-Up Obligations Remain the Same; Providing for**
112 **Severability, Conflicts and an Effective Date, in substantial form, was adopted.**

113

114

115 **SEVENTH ORDER OF BUSINESS**

**Consideration of Memorandum of
Understanding Between the CDD and the
Naples Reserve HOA**

116

117

118

119 Mr. Sparrazza stated that the HOA recently changed Counsel and asked that the lake
120 maps be reviewed before the Memorandum of Understanding (MOU) is signed, due to ongoing
121 inconsistencies with the numbering of several lakes.

122 Mr. Urbancic suggested that the map that is utilized be incorporated within the Exhibit.
123 Mr. Cole concurred and stated that there was one set of overall lake numbers but, when the
124 lakes were platted, the Plat Maps had different numbers. The consensus was the Engineering
125 Map that shows both numbers would be utilized.

126 Ms. Cerbone stated she and Mr. Marquardt provided additional revisions to the MOU
127 relating to the bridge area and potential future cannons or fountains that may be installed.

128 Discussion ensued regarding additional revisions not reflected in the agenda version.
129 Mr. Cole stated the bridge would be added to the map. Ms. Cerbone stated an updated map
130 would be sent to District Counsel, who would share it with the HOA and HOA Counsel.

131 Ms. Cerbone stated there are currently only two different water features in different
132 lakes and, if the HOA would like to add additional water features, it would need preapproval
133 from the CDD and the MOU must be updated.

134 Discussion ensued regarding water features not including aerators as they remain the
135 responsibility of the CDD.

136 Ms. Cerbone suggested approval, in substantial form, with CDD and HOA Staff and the
 137 Chair coordinating to finalize the document. A final document may be presented at the next
 138 meeting, if further deliberations are necessary. Mr. Marquardt noted that the MOU should
 139 state that the CDD is responsible for aerators and the HOA is responsible for water features.

140

141 **On MOTION by Mr. Marquardt and seconded by Ms. Hill, with all in favor, the**
 142 **Memorandum of Understanding Between the CDD and the Naples Reserve**
 143 **HOA, in substantial form, authorizing Staff to work with the HOA, and**
 144 **authorizing the Chair to execute, was approved.**

145

146

147 **EIGHTH ORDER OF BUSINESS**

**Consideration of Agreement for Oversight
 Services with Naples Reserve HOA**

148

149

150 Ms. Cerbone stated the best draft was included in the agenda but, with the HOA's
 151 change of Counsel, the HOA may need additional time to review Agreement. She felt that it is
 152 important to have an Agreement in place so that someone, preferably on site, can manage
 153 vendors beginning on January 1, 2022. The Agreement provided for designating one point of
 154 contact for property owners and residents to coordinate responses from the Property Manager,
 155 vendors and the CDD. Time is of the essence, given the HOA takeover of services beginning on
 156 January 1, 2022.

157 Discussion ensued regarding the possibility of hiring an on-site manager, contracting
 158 with a roving Operations Manager for one to two days a month and the proposed Agreement
 159 with the HOA. Mr. Marquardt stated he would work with Mr. Sparrazza and the Property
 160 Manager to develop procedures and finalize the Agreement.

161

162 **On MOTION by Mr. Marquardt and seconded by Ms. Hill, with all in favor, the**
 163 **Agreement for Oversight Services with Naples Reserve HOA, in substantial**
 164 **form, authorizing the Chair and Staff to work with HOA Counsel and**
 165 **Management and authorizing the Chair to execute, was approved.**

166

167

168 **NINTH ORDER OF BUSINESS**

**Discussion/Consideration: SOLitude Lake
 Management Proposals**

169

170

171 Ms. Cerbone stated, in addition to the two items listed, Mr. Cole would present an
172 additional SOLitude proposal that was inserted in the agenda books.

173 **▪ Consideration of SOLITUDE Lake Management Proposal for Aeration Pump**
174 **Maintenance**

175 **This item was an addition to the agenda.**

176 Mr. Cole presented a proposal from SOLitude for maintenance of aeration pumps, in the
177 amount of \$250 per quarter, for a total of \$1,000 annually. SOLitude suggested servicing the
178 system four times per year. The lake map would be updated to include labels for bridges and
179 water features and identify which lakes include aerators.

180 Discussion ensued regarding previous aerator repairs with TSI. Mr. Cole stated the
181 proposal included quarterly service and parts would be billed as a separate charge.

182 Mr. Urbancic discussed a draft contract that would incorporate the proposal and
183 necessary verbiage. Ms. Cerbone would facilitate the revisions.

184 **A. Consideration of SOLitude Lake Management Services Contract for Annual Lake**
185 **Management for 21 Lakes Located in Naples, Florida (January 1, 2022 Through**
186 **December 31, 2022)**

187 Mr. Cole presented the Lake Management Services Contract, which included spraying
188 twice monthly, algae treatments and trash removal, in the amount of \$44,448 annually.

189 Discussion ensued regarding the scope of services, the Agreements, pricing, previous
190 performance and experience with SOLitude.

191 Mr. Cole noted the Agreement includes monthly service reports. Mr. Marquardt
192 requested that the monthly reports be included in the agenda.

193 **B. Consideration of Services Contract for One Time Planting Required Littoral Plants**

194 Mr. Cole presented the proposal for one time planting of littoral plants.

195 Discussion ensued regarding County requirements, proposed littoral plantings locations
196 and inviting SOLitude to attend the next meeting.

197 Mr. Cole stated that planting could not proceed until the water levels recede. This item
198 was deferred to the next meeting.

199

200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236

On MOTION by Mr. Marquardt and seconded by Mr. Inez, with all in favor, the Annual Lake Management Services Contract, in the amount of \$44,448 annually, and the Aerator Maintenance Contract, in the amount of \$1,000 annually, in substantial form, authorizing Staff to negotiate a form of Agreement and authorizing the Chair to execute, was approved.

TENTH ORDER OF BUSINESS

Consideration of Cardno, Inc., Professional Services Agreement for Water Use Permit (WUP No. 11-01836-W) Compliance Monitoring Services

Mr. Cole presented the Cardno, Inc., Professional Services Agreement for Water Use Permit Compliance Monitoring Services. Ms. Hill asked if this vendor currently provides the service at the quoted price. Ms. Cerbone replied affirmatively. Mr. Urbancic suggested revisions to the Agreement, including limitation of liabilities.

On MOTION by Ms. Hill and seconded by Ms. Godfrey, with all in favor, the Cardno, Inc., Professional Services Agreement for Water Use Permit (WUP No. 11-01836-W) Compliance Monitoring Services, in the amount of \$300 monthly, in substantial form, authorizing Staff to negotiate a form of Agreement and authorizing the Chair to execute, was approved.

ELEVENTH ORDER OF BUSINESS

Discussion/Consideration: Piggyback Agreement with CrowderGulf, Collier County and the City of Naples for Disaster Debris Removal and Disposal

Ms. Cerbone stated the Eleventh and Twelfth Orders of Business related to potential piggyback agreements with the same providers utilized by Collier County and the City of Naples. Engaging a “debris monitor” is required in order to qualify for Federal Emergency Management Agency (FEMA) funds following a storm event. The same firm would serve as Management Consultant to file for FEMA reimbursement. With the Board’s consensus she would work with Mr. Urbancic to finalize the Agreements.

Mr. Marquardt asked if this would be a renewing contract. Ms. Cerbone stated the contract would typically be a three to five-year contract and, at the conclusion of the contract,

237 she would consult with Mr. Urbancic regarding current legislation and whether another
 238 piggyback agreement would enable the District to save the time and expense of going through
 239 the Request for Proposals (RFP) process. The Board would retain the option to hire additional
 240 contractors if necessary.

241 Ms. Cerbone stated the Agreements would apply to CDD improvements, such as the
 242 lakes, catch basins and storm drains. Discussion ensued regarding the benefits of utilizing the
 243 same contractor as the HOA, HOA versus CDD assets and areas of responsibility and the fluid
 244 nature of coordinating with the HOA and vendors to expedite cleanup following a storm event.

245 The consensus was for Staff to continue working on the Piggyback Agreements.

246

247 **TWELFTH ORDER OF BUSINESS** **Discussion/Consideration: Piggyback**
 248 **Agreement with Rosten Solutions, LLC, for**
 249 **Emergency Disaster Debris Removal**
 250 **Monitoring**

251

252 This item was discussed in conjunction with the Eleventh Order of Business.

253

254 **THIRTEENTH ORDER OF BUSINESS** **Update: Stormwater Reporting**
 255 **Requirements**

256

257 Mr. Urbancic discussed the Legislature’s recently enacted requirement that a detailed
 258 Stormwater Needs Analysis be submitted every five years, with the first due by June 30 2022.

259 Mr. Cole discussed the 24-page template included in the agenda. He would review the
 260 template and provide additional feedback and a cost proposal at the next meeting.

261

262 **FOURTEENTH ORDER OF BUSINESS** **Discussion/Consideration: Naples Reserve**
 263 **ERP Permit Transfers to Naples Reserve**
 264 **CDD**

265

- 266 • **SFWMD Request to Transfer ERP Permits**
- 267 **A. Correspondence to Angelica Hoffert, P.E., Engineering Manager, SFWMD**
- 268 **B. Permit Summary**

269 Mr. Cole presented the documents and information related to transfer of the Naples
270 Reserve ERP Permits to the Naples Reserve CDD. Ms. Godfrey asked about the Legal and
271 Engineering fees involved in transferring the permits from the Developer to the CDD. Mr.
272 Urbancic estimated that he spent one hour reviewing the documentation. Mr. Cole stated that,
273 while significant time was spent preparing the documentation, it was included in his general
274 services to the District.

275

276 **On MOTION by Mr. Marquardt and seconded by Mr. Inez, with all in favor,**
277 **acceptance of the Naples Reserve ERP Permit Transfers to the Naples Reserve**
278 **CDD, were approved.**

279

280

281 **FIFTEENTH ORDER OF BUSINESS**

Consideration of Resolution 2022-03,
Amending the General Fund Portion of the
Budget for Fiscal Year 2021; and Providing
for an Effective Date

282

283

284

285

286 Ms. Cerbone presented Resolution 2022-03. Per Statute, amending the Fiscal Year 2021
287 budget is necessary because the CDD's total actual expenses exceeded its budgeted expenses.

288 While revenues and expenses were adjusted, assessments were unchanged.

289

290 **On MOTION by Ms. Hill and seconded by Mr. Marquardt, with all in favor,**
291 **Resolution 2022-03, Amending the General Fund Portion of the Budget for**
292 **Fiscal Year 2021; and Providing for an Effective Date, was adopted.**

293

294

295 **SIXTEENTH ORDER OF BUSINESS**

Approval of Unaudited Financial
Statements as of September 30, 2021

296

297

298 Ms. Cerbone presented the Unaudited Financial Statements as of September 30, 2021.

299

300 **On MOTION by Mr. Marquardt and seconded by Ms. Godfrey, with all in favor,**
301 **the Unaudited Financial Statements as of September 30, 2021, were accepted.**

302

303

304 SEVENTEENTH ORDER OF BUSINESS

Approval of August 17, 2021 Public
Hearings and Regular Meeting Minutes

305

306

307 Ms. Cerbone presented the August 17, 2021 Public Hearings and Regular Meeting
308 Minutes.

309 The following change was made:

310 Line 36: Change "Bill" to "Leo"

311

312 **On MOTION by Mr. Marquardt and seconded by Mr. Inez, with all in favor, the**
313 **August 17, 2021 Public Hearings and Regular Meeting Minutes, as amended,**
314 **were approved.**

315

316

317 EIGHTEENTH ORDER OF BUSINESS

Other Business

318

319 Mr. Marquardt stated a Second Notice was received warning that too much water was
320 being drawn from the aquifer. Ms. Cerbone stated that a Noncompliance Letter was also
321 received.

322 Mr. Marquardt asked Mr. Urbancic if Crawford Landscaping, which was contracted by
323 the HOA, should be instructed to draw less water from the aquifer, given the CDD's
324 maintenance responsibility beginning on January 1, 2022. Mr. Urbancic stated his
325 understanding that, if irrigation water is pumped from the lakes and the lakes are replenished,
326 the Water Use Permit would govern. Mr. Cole stated the HOA is the party responsible for the
327 Water Use Permit. Mr. Marquardt asked if it would remain an HOA responsibility. Mr. Cole
328 stated he must verify that the permits being transferred pertained to surface water and not
329 water usage.

330 Discussion ensued regarding water usage and the need to work with the HOA to ensure
331 they comply with the permit.

332 Mr. Sparrazza stated his belief that the HOA would go through the procedure to gain
333 approval to draw more water from the aquifer to meet demand. He stated that the HOA
334 budgeted for a study in early 2022. The consensus was that noncompliance with the permit is
335 the responsibility of the HOA.

336 Discussion ensued regarding whether Crawford should be advised of guidelines to
337 prevent clippings from going into the lake. Mr. Cole noted the lake tract generally has a 20' lake
338 maintenance easement area.

339

340 **NINETEENTH ORDER OF BUSINESS**

Staff Reports

341

342 **A. District Counsel: *Coleman, Yovanovich & Koester, P.A.***

343 There was nothing further to report.

344 **B. District Engineer: *Hole Montes, Inc.***

345 Mr. Cole reported the following:

346 ➤ A lake inspection was conducted in May 2021 during the dry season. It is not possible to
347 evaluate drop-off conditions noted until the dry season, likely in January 2022.

348 ➤ A specific control structure was noted and it is possible the permit for this control
349 structure should not be transferred due to a permit modification and/or revision of the weir
350 number by the contractor.

351 ➤ Littorals reported as damaged in June 2021 seemed to have come back. These are the
352 HOA's responsibility until the end of 2021.

353 ➤ Roof drains causing drop off conditions were previously noted.

354 ➤ Three addresses with a request to ensure catch basins are free of sediment were
355 identified. The catch basins have filter baskets that were placed within them during home
356 construction. Now that homes are completed, these filter baskets need to be removed by the
357 Builder. It is unknown whether the baskets were installed by the Developer or the Builder but
358 now that homes are completed and sod has stabilized, the baskets are no longer needed.

359 ➤ Regarding the note "a follow-up inspection conducted on June 4 indicated the system at
360 these locations was slow to recover after storm events with reports of standing water in yards
361 for two weeks", the reason could be that water was not draining as quickly, due to the baskets.

362 Discussion ensued regarding the next steps and contacting the Builder regarding the
363 baskets and the weir, which are the Builder's responsibility.

364 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

- 365 • **NEXT MEETING DATE: December 2, 2021 at 10:30 AM**

366 ○ **QUORUM CHECK**

367 Ms. Cerbone stated the next meeting would be held on December 2, 2021. Ms. Harmon
368 would be in attendance and the Oath of Office would be administered to her at the meeting.

369

370 **TWENTIETH ORDER OF BUSINESS****Audience Comments**

371

372 Mr. Chait asked what entity would make policy decisions about recreational use of the
373 lakes beginning on January 1, 2022. Mr. Urbancic stated recreational uses are an HOA
374 responsibility.

375 Discussion ensued regarding the CDD's authority to regulate issues for stormwater
376 management purposes, including downspouts, docks, easements for generators etc. Mr.
377 Urbancic discussed the CDD's sovereign immunity liability limitations and the need to maintain
378 the lakes to reduce potential liability.

379 Mr. Chait asked if there any responsibility to anyone other than the homeowner if a
380 homeowner cannot or does not have adequate flood insurance and their home floods in a
381 hurricane, and if anything could be done to prevent or minimize flood damage. Mr. Marquardt
382 stated that homeowners are responsible for obtaining flood insurance. Mr. Urbancic stated the
383 CDD is responsible for maintaining its system and keeping catch basins free from sediment; the
384 system is professionally designed, inspected and functioning properly.

385 Mr. Cole stated the surface water management system is designed so that, in a 25-year
386 three-day storm, the center line of the roads will not flood but there may be standing water.
387 Such that, in a 100-year three-day zero discharge storm, the finished floors of houses are at
388 minimum elevation or the FEMA elevation, whichever is higher. Discussion ensued regarding
389 local elevation levels. Ms. Godfrey believed the survey should show the applicable flood zone
390 and whether flood insurance is required.

391 Resident Laurie Sandler asked for an explanation of the difference between littoral shelf
392 plants and weeds. Mr. Cole stated that SOLitude would be better able to answer the question.
393 He explained that the lakes have certain designated littoral shelves that are half as steep within
394 certain lakes. Discussion ensued regarding plantings and where examples may be viewed.

395 A resident asked how emergency storm cleanup would be conducted. Mr. Marquardt
396 stated, while the Landscaping contractor was working on an emergency plan for the HOA,
397 emergency plans may be coordinated with vendors.

398 A resident asked who is responsible for the island. Mr. Marquardt stated the island is
399 the HOA's responsibility.

400

401 **TWENTY-FIRST ORDER OF BUSINESS**

Supervisors' Requests

402

403 There were no Supervisors' requests.

404

405 **TWENTY-SECOND ORDER OF BUSINESS**

Adjournment

406

407 There being no further business to discuss, the meeting adjourned.

408

409 **On MOTION by Mr. Inez and seconded by Ms. Godfrey, with all in favor, the**
410 **meeting adjourned at 12:14 p.m.**

411

412

413

414

415

416

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

417

418

419

420

421

422 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

14C

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

Island Club at Naples Reserve, 14885 Naples Reserve Circle, Naples, Florida 34114

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2021 CANCELED	Regular Meeting	10:30 AM
October 14, 2021	Workshop	10:30 AM
Join Zoom Meeting: https://zoom.us/j/93710553245?pwd=L2xyZTBXLzVIM0NESVNoUHhGTFQzd09 Meeting ID: 937 1055 3245 Passcode: 521802 Dial by Location: 1 929 205 6099 Meeting ID: 937 1055 3245 Passcode: 521802		
November 3, 2021	Regular Meeting	10:30 AM
November 4, 2021 CANCELED	Regular Meeting	10:30 AM
December 2, 2021	Regular Meeting	10:30 AM
January 6, 2022	Regular Meeting	10:30 AM
February 3, 2022	Regular Meeting	10:30 AM
March 3, 2022	Regular Meeting	10:30 AM
April 7, 2022	Regular Meeting	10:30 AM
May 5, 2022	Regular Meeting	10:30 AM
June 2, 2022	Regular Meeting	10:30 AM
July 7, 2022	Regular Meeting	10:30 AM
August 4, 2022	Public Hearing & Regular Meeting	10:30 AM
September 1, 2022	Regular Meeting	10:30 AM