

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT  
February 1, 2024  
BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

**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**

January 25, 2024

Board of Supervisors  
Naples Reserve Community Development District

<p><b><u>ATTENDEES:</u></b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>
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Dear Board Members:

The Board of Supervisors of the Naples Reserve Community Development District will hold a Regular Meeting on February 1, 2024 at 10:30 a.m., at the Island Club at Naples Reserve, 14885 Naples Reserve Circle, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Chair's Opening Remarks
4. Consideration of Resolution 2024-01, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Collier County Supervisor of Elections Begin Conducting the District's General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
5. Presentation of Florida GIS Activation
6. Discussion: District Landscaping Needs and Laguna Springs Drainage Report
7. Discussion: Leeward Drainage Mitigation
8. Ratification of Boat Dock Encroachment Agreement [14342 Laguna Springs Lane]
9. Consideration of BrightView Landscape Services, Inc. Proposal for Extra Work [Clean Up Lake Banks Around Bimini and Crown Point]
10. Acceptance of Unaudited Financial Statements as of December 31, 2023
11. Approval of October 5, 2023 Regular Meeting Minutes
12. Other Business

13. Staff Reports

- A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
  - Draft Stormwater Management Rules and Policies
  - Required Ethics Training
- B. District Engineer: *Bowman Consulting Group LTD*
- C. Operations Manager: *Wrathell, Hunt and Associates, LLC*
  - Monthly Report
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: March 7, 2024 at 10:30 AM

○ QUORUM CHECK

SEAT 1	LISA WILD	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	THOMAS MARQUARDT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	DEBORAH LEE GODFREY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	GREGORY INEZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ANNA HARMON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

14. Public Comments

15. Supervisors' Requests

16. Adjournment

Should you have any questions and/or concerns, please feel free to contact me directly at (561) 512-9027.

Sincerely,



Jamie Sanchez  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 131 733 0895**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**4**

**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE COLLIER COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT’S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FOR THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors (“Board”) of Naples Reserve Community Development District seeks to implement section 190.006(3), Florida Statutes, and to instruct the Collier County Supervisor of Elections (“Supervisor”) to conduct the District’s General Election (“General Election”).

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

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Lisa Wild, Seat 3, currently held by Deborah Godfrey, and Seat 4, currently held by Gregory Inez, are scheduled for the General Election in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Collier County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District’s General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District’s Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED THIS 1ST DAY OF FEBRUARY, 2024.**

**NAPLES RESERVE COMMUNITY DEVELOPMENT  
DISTRICT**

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**CHAIR/VICE CHAIR, BOARD OF SUPERVISORS**

**ATTEST:**

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**SECRETARY/ASSISTANT SECRETARY**

## Exhibit A



NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE  
NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Naples Reserve Community Development District will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Collier County Supervisor of Elections located at 3750 Enterprise Avenue, Naples Florida 34104, (239) 252-VOTE (8683). All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Collier County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Naples Reserve Community Development District has three (3) seats up for election, specifically seats 1, 3 and 4. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, in the manner prescribed by law for general elections.

For additional information please contact the Collier County Supervisor of Elections.

**District Manager**  
**Naples Reserve Community Development District**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**6**

**From:** [shane willis](#)  
**To:** [Jamie Sanchez](#); [Terry Cole](#); [Bob Ferguson](#); [Tom Marquardt](#)  
**Subject:** Landscaping Report  
**Date:** Wednesday, November 8, 2023 1:31:00 PM  
**Attachments:** [Naples Reserve Landscaping Needs 11.8.23.pdf](#)

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Good Afternoon,

Attached is my report on landscaping needs, I looked at the lakes in the community and found that lakes 13,17 & 21 are most in need of landscaping in the LME. I based this on the visual appearance and whether the LME is currently being maintained or looks to have been maintained recently.

In my opinion there is approximately 7,089 linear feet needing landscape services (please see the report for a break down). I have asked a couple of vendors I work with on other Districts for a proposal with the scope of once a month starting 12/1/23 thru 5/31/24 and twice a month 6/1/24 thru 11/1/24 for 7,089 linear feet at about 4 ft wide. This will give us a good start number and we can scope down or up based on the Board's guidance.

Bob if you have a good contact with Napier could you provide to them and see if they are interested in providing a proposal as well?

Respectfully,  
Shane Willis  
Operations Manager  
Wrathell, Hunt, & Associates, LLC  
9220 Bonita Beach Road  
Suite #214  
Bonita Springs, FL 34135  
(239) 259-4299 ©

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF  
WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS  
FROM OUR OFFICE DO NOT SEND A WIRE.**

**Linear Feet of Landscaping Total: approximately 7,089 linear ft**

3,545 linear feet on Lake 21



2,355 linear feet on Lake 17



1,189 linear feet on Lake 13



# LAKE 13



Naples, United States  
Stillwater Way, 14719  
34114  
Nov 6, 2023 at 8:57 AM



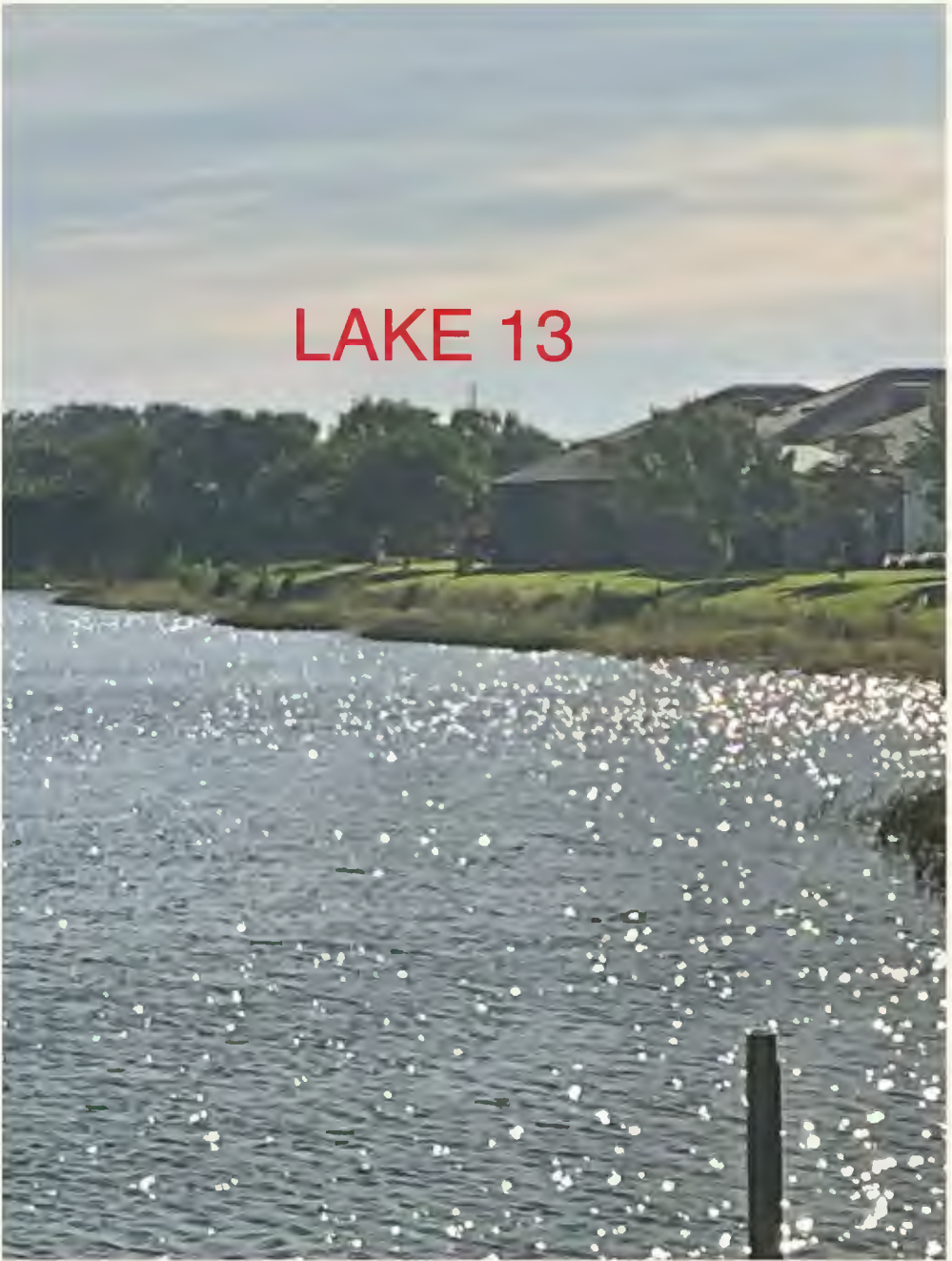
# LAKE 13



Naples, United States  
Stillwater Way, 14719  
34114  
Nov 6, 2023 at 8:37 AM



# LAKE 13





# LAKE 17



Naples, United States  
Laguna Springs Ln, 14351  
34114  
Nov 6, 2023 at 8:23 AM



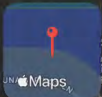
# LAKE 17



Naples, United States  
Laluna Springs Ln, 74351  
34114  
Nov 6, 2023 at 4:23 AM



# LAKE 21



Naples, United States  
Laguna Springs Ln, 14354  
34114  
Nov 6, 2023 at 8:25 AM



# LAKE 21



Naples, United States  
Laguna Springs Ln, 14354  
34112  
Nov 6, 2023 at 8:28 AM



Search Address





Naples, United States  
Galley Ct, 14239  
34114  
Jan 16, 2024 at 11:44 AM





GALETTI  
Apple Maps

Naples, United States  
Galley Ct, 14239  
34114  
Jan 16, 2024 at 11:44 AM

WH  
ASSOCIATES



Naples, United States  
Galley Ct, 34104  
Jan 16, 2024 at 11:44 AM





**From:** [shane willis](#)  
**To:** [Jamie Sanchez](#); [Bob Ferguson](#); [Terry Cole](#); [Tom Marquardt](#)  
**Subject:** Laguna Drainage Review  
**Date:** Monday, October 16, 2023 9:56:00 AM  
**Attachments:** [14280 Laguna Springs Drainage Review - Copy.pdf](#)

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Good Morning,

Myself and Bob reviewed the drainage issues located at 14280 Laguna Friday, attached is the field report we put together.

Pending Terry and Jaime's feedback, I do not believe this repair is a CDD responsibility. Both homes at this location are contributing to the problem with raised foundations for their pools and an altered berm that is preventing runoff into the stormwater pond.

Respectfully,  
Shane Willis  
Operations Manager  
Wrathell, Hunt, & Associates, LLC  
9220 Bonita Beach Road  
Suite #214  
Bonita Springs, FL 34135  
(239) 259-4299 ©

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF  
WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS  
FROM OUR OFFICE DO NOT SEND A WIRE.**



Water Flow Direction

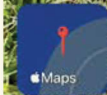


Water Flow Direction  
Laguna Shores, Laguna Beach  
94194  
Oct 13, 2023 at 1:08 AM





Water Pools Here



Naples, United States  
Laguna Springs Ln, 74288  
34114  
Oct 18, 2023 at 11:08 AM



# Water Flow Direction



Naples, United States  
Laguna Springs Ln - 4288  
34119  
Oct 13, 2023 at 11:07 AM



# Water Pools Here



Naples, United States  
Laguna Springs Ln, 34228  
34114  
Oct 13, 2023 at 11:08 AM



# Berm Preventing Runoff



Naples, United States  
Lagoona Springs Ln, 14288  
34114  
Oct 13, 2023 at 11:08 AM



**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**8**

INSTR 6489793 OR 6315 PG 3119  
RECORDED 12/21/2023 10:05 AM PAGES 10  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
COLLIER COUNTY FLORIDA  
REC \$86.50

This instrument was prepared  
without an opinion of title and  
after recording return to:  
Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
(239) 435-3535

## **BOAT DOCK ENCROACHMENT AGREEMENT**

THIS BOAT DOCK ENCROACHMENT AGREEMENT (this "**Agreement**") is made this 13<sup>th</sup> day of December, 2023, by and among NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT ("**District**") and NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC. ("**Association**"), and RUSS HEYMAN AND KAREN BRENNER (collectively, "**Owner**"). The District and Association are sometimes referred to herein individually as a "**NR Entity**" and collectively as the "**NR Entities**."

### **RECITALS**

A. Owner is the owner in fee simple of that certain real property located at 14342 Laguna Springs Lane, Naples, Florida 34114, which real property is legally described as follows (the "**Owner's Property**"):

Lot 36, Block 9, Crane Point & Bimini Isle, according to the plat thereof as recorded in Plat Book 65, Pages 88 through 93, inclusive, of the Public Records of Collier County, Florida.

B. The NR Entities have either fee simple interest and/or an easement interest in the following lake tract and/or associated platted lake maintenance easement abutting the Owner's Property (collectively, the "**Lake Property**"):

Tract L21, Naples Reserve Circle, according to the plat thereof as recorded in Plat Book 64, Pages 1 through 6, inclusive, of the Public Records of Collier County, Florida.

C. Owner intends to construct and maintain a boat dock and related improvements (collectively, the "**Dock Improvements**") that will encroach into Lake Property (the "**Encroachment**") as shown on the site plan attached as **Exhibit "A"** and made a part of this Agreement (the "**Site Plan**").

D. The parties to this Agreement have reached certain understandings with regard to the Encroachment and now desire to set forth their understandings in writing for recordation.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated by reference into this Agreement.

2. **Consent to the Encroachment and Covenant not to Construct**. Subject to the terms of this Agreement, the NR Entities hereby expressly consent to the Encroachment of the Dock Improvements



and Owner, for itself and on behalf of all of its heirs, successors and/or assigns agrees and covenants that, in consideration for such consent by the NR Entities, no portion of the Dock Improvements encroaching into the Lake Property shall ever be expanded or increased beyond that which is permitted herein. In the event the NR Entities (each individually or collectively) determine that, notwithstanding Owner's agreement to the restrictive covenant set forth herein, any portion of the Dock Improvements within the Lake Property has been expanded or increased or Owner has otherwise constructed or installed improvements beyond or in addition to the permitted Dock Improvements in the Lake Property in violation of the terms hereof, and gives written notice to Owner of such determination, Owner or its successors and/or assigns shall have thirty (30) calendar days to correct such violation at its sole cost and expense after such written notice is actually received or deemed to have been received, whichever is earlier. In the event such violation is not corrected within such thirty (30) day period, Owner expressly agrees the NR Entities (each individually or collectively) may, and hereby further authorizes the NR Entities (each individually or collectively) to, take all steps necessary to remove such violating improvements, including, but not limited to, the right to enter onto the Owner's Property. Owner acknowledges that the Encroachment into the Lake Property is by consent of the NR Entities and not by any claim of some other right.

3. **Owner's Responsibilities.** Owner agrees to, and acknowledges, the following responsibilities as a condition to the NR Entities' consent to the Encroachment:

a. Owner shall be fully responsible, at Owner's sole cost and expense, for the installation, operation, and maintenance of the Dock Improvements, including any permits or approvals required for the work;

b. If Dock Improvements or conditions related to the Dock Improvements cause erosion to the Lake Property or the lake bank area adjacent to the Lake Property, Owner shall be responsible for the repair of the erosion, which shall be at Owner's sole cost and expense;

c. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement;

d. Owner shall ensure the installation, operation, and maintenance of the Dock Improvements are conducted in compliance with all applicable laws;

e. Notwithstanding this Agreement, Owner's use and operation of the Dock Improvements shall at all times be subject to the rules and regulations of the Association governing recreational activities on the Lake Property, which rules and regulations may be amended from time-to-time.

f. Owner shall ensure the installation, operation, and maintenance of the Dock Improvements does not damage any property of the NR Entities (including the Lake Property) or any third-party, and in the event of any such damage, Owner shall immediately repair the damage at Owner's sole cost and expense;

g. Owner shall continue to operate, maintain, and repair the Dock Improvements, in good and proper working condition and repair;

h. Owner shall ensure that the NR Entities have access through the Lake Property to allow the NR Entities to operate, maintain and repair the same, as needed, including for lake bank repair, lake bank and shoreline restoration, littoral planting, aquatic plant maintenance, dredging and riprap installation and replacement;

i. In the event of a casualty event that damages or destroys the Dock Improvements, Owner shall be responsible for the prompt clean-up and disposal of any debris, which shall be at Owner's sole cost and expense;

j. Owner shall maintain the NR Entities' property free from any construction, materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim of lien at Owner's sole cost and expense;

k. Throughout the term of this Agreement, Owner shall maintain liability insurance covering any injuries or damages to persons or property that may occur as a result of or related to the Dock Improvements or the construction, installation, alteration, or removal of the Dock Improvements. The Owner shall furnish the District or the Association, upon their request, with a certificate of insurance evidencing compliance with this requirement; and

l. Owner shall obtain written approval of the Dock Improvements from the Developmental Review Committee of the Association prior to installation of the Dock Improvements or any alteration thereof.

4. **Additional Costs.** In the event that at any time subsequent to the execution of this Agreement the Encroachment encumbers or inconveniences a NR Entity's use of the Lake Property (including, without limitation, the maintenance, repair, and/or replacement of stormwater management improvements and lake bank and shoreline restoration within or adjacent to the Lake Property), the NR Entity will make reasonable efforts to work around the Encroachment; provided, however, that Owner shall pay for all of the NR Entity's costs associated with working around the Encroachment to the extent that such costs would not have been incurred but for the Encroachment. Said additional costs are, at the election of the NR Entity, to be paid to the applicable NR Entity in advance of any work to be performed by the NR Entity. The NR Entity shall be the sole judge of such incremental costs. Only if the NR Entity, in its sole judgment, is not able to work around the Encroachment, will the NR Entity mandate that the Encroachment be moved or removed, at no cost to the NR Entities, as then may be needed to allow the applicable NR Entity the needed use of the Lake Property. If Owner fails to remove the Encroachment after written request of the NR Entity, the NR Entity may remove the Encroachment and charge Owner for the cost thereof. Removal of the Encroachment will be the last alternative solution of any such use problem(s) unless the incremental cost of the least expensive and viable alternative solution exceeds the cost of removal. Once removed, the Owner may not reinstall the Dock Improvements without the prior written approval of the NR Entities. Owner shall be responsible for all costs to reinstall the Dock Improvements. Any costs incurred by the Association for which the Owner is responsible as provided in this section 4 may be assessed by the Association as a Special Assessment against the Owner and the Owner's Lot and collected in accordance with the provisions of Article IX of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Naples Reserve.

5. **Emergency/Governmental Demand.** In the event of an emergency or demand or request to do so by any government agency or entity having jurisdiction over all or a portion of the Lake Property, the District may remove the Dock Improvements without notice, and the District will not be responsible for repairing, replacing or restoring the Dock Improvements back to their original condition. Owner shall be liable for and shall repay the District for all costs incurred by the District to remove the Dock Improvements, including any professional or legal fees or expenses.

6. **Indemnification.** In order to induce the NR Entities to consent to the Encroachment, as evidenced by this Agreement, Owner hereby agrees to fully protect, indemnify, defend, save and hold the NR Entities, and its supervisors, officers, employees, agents, administrators, and all of their respective heirs,

successors and assigns (collectively, the “**Indemnified Parties**”), harmless from and against any and all claims, damages, expenses, costs, charges, obligations, liabilities, fees, penalties, assessments, taxes, losses, etc. of any kind or nature whatsoever, whether mature or not, in law or in equity, whether as a result of settlement, litigation or arbitration which may be incurred or suffered by one or more of the Indemnified Parties arising out of, relating to or resulting from the construction, use, maintenance and occupation of the Encroachment and any removal of any improvements within the Encroachment, and in all events including, but not limited to, any and all attorneys’ fees, court costs, and including costs incurred in any appellate proceedings, or costs of arbitration and all expenses in defending same, in connection with any and all of the above.

7. **Other Approvals**. Owner shall be responsible for obtaining any and all approvals of any other entity having an interest in the Lake Property.

8. **Binding Effect**. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successor and assigns forever. This Agreement, the rights and privileges herein granted and the burdens imposed hereby shall be perpetual and shall run with and bind Owner’s Property.

9. **Governing Law / Venue**. This Agreement shall be construed in accordance with Florida law (exclusive of choice of law rules). Venue for any action arising hereunder shall lie exclusively in Collier County, Florida.

10. **Prevailing Party**. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover from the non-prevailing party all attorneys’ fees, paralegal fees, and costs incurred in connection with such litigation, whether pre-trial, at trial, in arbitration, on appeal, or otherwise.

11. **Sovereign Immunity**. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

12. **Partial Invalidity**. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. **Modifications**. This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by all of the Parties.

14. **Severability**. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

15. **Integration.** This Agreement embodies the entire understanding of the parties with respect to the subject matter contemplated herein, and the terms hereof control over and supersede all prior and contemporaneous understandings pertaining to the subject matter hereof.

16. **Interpretation.** This Agreement has been negotiated fully between the parties as an arms' length transaction. All parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

18. **Termination.** This Agreement shall continue in full force and effect until terminated by recording an instrument in the Public Records of Collier County, Florida, signed by the parties or their successors and assigns to this Agreement or upon the removal by Owner of the Encroachment, in which case this Agreement shall terminate automatically without further action of the parties.

*(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.)*

The parties have executed this Agreement as of the date first written above.

**DISTRICT:**

**NAPLES RESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

*Lusubh Isid*  
Secretary / Assistant Secretary

By: *Tom Maguardt*  
Chair / Vice Chair

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF COLLIER        )

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this 13<sup>th</sup> day of December, 2023, by Tom Maguardt + Lisa Wild as Chair + Secretary of Naples Reserve Community Development District, on behalf of said community development district, who is () personally known to me or () has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

*Julie Concannon*  
NOTARY PUBLIC  
Name: Julie Concannon  
(Type or Print)

My Commission Expires:



**ASSOCIATION:**

**NAPLES RESERVE HOMEOWNERS  
ASSOCIATION, INC.**

By: Heidi Delvin  
Heidi Delvin, President

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF COLLIER        )

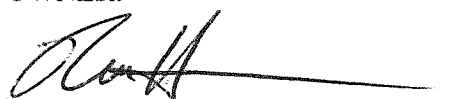
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 13<sup>th</sup> day of December, 2023, by Heidi Delvin, as President of Naples Reserve Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is  personally known to me or  has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

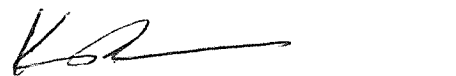
Julie Concannon  
NOTARY PUBLIC  
Name: Julie Concannon  
(Type or Print)  
My Commission Expires:



OWNER:



Russ Heyman



Karen Brenner

STATE OF FLORIDA        )  
   ) ss.  
COUNTY OF COLLIER     )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Russ Heyman and Karen Brenner, who  is/are personally known to me or  have/has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

*be attached*

\_\_\_\_\_  
NOTARY PUBLIC

Name: \_\_\_\_\_

(Type or Print)

My Commission Expires:

State of New York:

County of Rockland:

SS:

On the 30<sup>th</sup> Day of October, in the year 2023 before me, the undersigned, personally appeared Russ A. Heyman & Karen Brenner,

personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

*Eraina Collazo*

Notary Public

ERAINA COLLAZO  
Notary Public, State of New York  
No. 01006119238  
Qualified in Rockland County 24  
Commission Expires Nov. 22, 2024



**SURVEY SKETCH OF ASBUILT SURVEY**

**SKETCH OF PROPOSED IMPROVEMENTS: FLOATING DOCK**

ELEVATIONS SHOWN ARE IN NAVD DATUM, WERE ACQUIRED USING GPS TECHNOLOGY AND HAVE A TOLERANCE OF +/- 0.4'  
 NOT FOR FENCE CONSTRUCTION  
 NOT FOR ENGINEERING DESIGN  
 NOT FOR CONSTRUCTION  
 NOT FOR DESIGN  
 IMPROVEMENTS OTHER THAN THOSE SHOWN IF ANY, WERE NOT LOCATED FOR CLIENT

NAPLES RESERVE CIRCLE  
 P.B. 64, PG. 1-6  
 TRACT L21

THE LINES ON THIS SKETCH DO NOT CONSTITUTE OWNERSHIP.  
 COPYRIGHT 2023 F.L.A. SURVEYS CORP.  
**PAGE 1 OF 3**  
 SEE REVERSE SIDE FOR PAGE 3 OF 3

STREET ADDRESS :  
 14342 LAGUNA SPRINGS LN  
 NAPLES, FL



CERTIFIED TO :  
 RUSS NEYMAN &  
 KAREN BRENNER

LEGAL DESCRIPTION :  
 LOT 36, BLOCK 9, CRANE POINT & BIRNIT ISLE, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 65, PAGE 88, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA

QUALITY CONTROL  
 BY : MEF DATE : 08/18/2023

NOTE: IF APPLICABLE, FENCES SHOWN NEARER OR ON DOT LINES (APPROX. LOCATION ONLY)

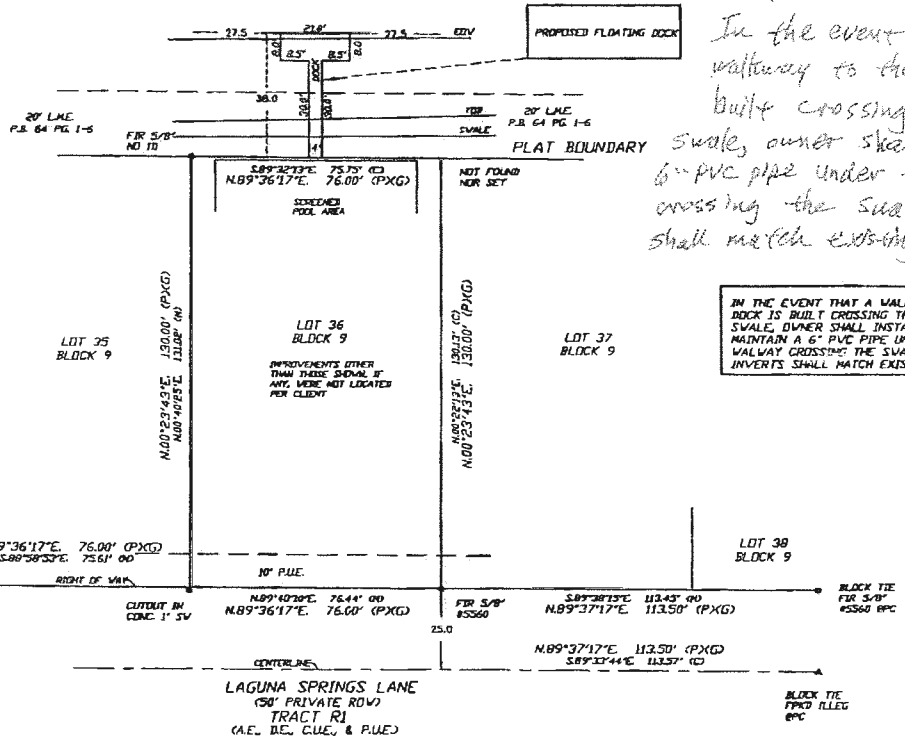
NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND EMBOSSED SEAL.  
 NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.  
 FLORIDA STATUTE 53-17.05 (3) (c): TWO SITE BENCHMARKS REQUIRED FOR CONSTRUCTION  
 NOTE: PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM LOCAL PERMITTING, PLANNING AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION.

F.L.A. SURVEYS CORP. PROFESSIONAL LAND SURVEYORS & MAPPERS-LB 6569		3884 PROGRESS AVE., SUITE 104 NAPLES, FL 34104 239-404-7129 239-250-5730 239-250-2795 239-370-1138 9220 BOWTIE BEACH ROAD, STE 200 BONITA SPRINGS, FL 34135	NOTE: BY COMPLIANCE WITH FAC. 53-17.052 (2) (a) (4) OF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLAT, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.
DRAWN BY:	A.B.	PARTY CHIEF:	MIKE

CERTIFICATION :  
 I HEREBY CERTIFY THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS CHAPTER 53.17.05-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.



REVISIONS
PROJECT NO: 23-85404-SPC



10/26/23  
 In the event that a walkway to the dock is built crossing the existing swale, owner shall install a 6" PVC pipe under the walkway crossing the swale; pipe inverts shall match existing swale grades.

IN THE EVENT THAT A WALKWAY TO THE DOCK IS BUILT CROSSING THE EXISTING SWALE, OWNER SHALL INSTALL AND MAINTAIN A 6" PVC PIPE UNDER THE WALKWAY CROSSING THE SWALE. PIPE INVERTS SHALL MATCH EXISTING GRADES.

*Leland F. D. Sand, P.E.*  
 Naples Reserve  
 CDD Engineer

Exhibit "A"

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**9**

## Proposal for Extra Work at Naples Reserve

Property Name	Naples Reserve	Contact	Heidi Devlin
Property Address	14885 Naples Reserve Cir Naples, FL 34114	To Billing Address	Naples Reserve 14885 Naples Reserve Cir Naples, FL 34114
Project Name	HOA		
Project Description	Clean up lake banks		

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	EACH	Clean up lake banks around Bimini and Crown Point

For internal use only

SO# 8325949  
JOB# 344400075  
Service Line 130

**Total Price** \$4,752.00

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
2441 Marete Dr, Naples, FL 34114 ph. (239) 234-6638 fax (813) 243-5414

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

**Preident, Naples Reserve HOA**

Signature \_\_\_\_\_ Title \_\_\_\_\_

**Heidi Devlin**  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**January 26, 2024**

### BrightView Landscape Services, Inc. "Contractor"

**Associate Branch Manager**

Signature \_\_\_\_\_ Title \_\_\_\_\_

**Michael Patterson**  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**January 26, 2024**

**Job #: 344400075**

**SO #: 8325949**

**Proposed Price: \$4,752.00**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
DECEMBER 31, 2023**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 31, 2023**

	General Fund	Debt Service Fund Series 2014	Debt Service Fund Series 2018	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 714,273	\$ -	\$ -	\$ 714,273
Investments				
Reserve	-	517,100	283,025	800,125
Revenue	-	523,952	552,679	1,076,631
Prepayment	-	113	1,178	1,291
Due from general fund	-	30,396	32,833	63,229
Due from debt service fund - series 2014	-	-	38,728	38,728
Due from other	320	-	-	320
Total assets	<u>\$ 714,593</u>	<u>\$ 1,071,561</u>	<u>\$ 908,443</u>	<u>\$ 2,694,597</u>
<b>LIABILITIES</b>				
Liabilities:				
Due to debt service fund - series 2014	30,396	-	-	30,396
Due to debt service fund - series 2018	32,833	38,728	-	71,561
Retainage Payable	10,701	-	-	10,701
Developer advance	1,500	-	-	1,500
Total liabilities	<u>75,430</u>	<u>38,728</u>	<u>-</u>	<u>114,158</u>
<b>FUND BALANCES:</b>				
Restricted for				
Debt service	-	1,032,833	908,443	1,941,276
Assigned				
3 months working capital	109,825	-	-	109,825
Lake bank remediation	243,013	-	-	243,013
Unassigned	286,325	-	-	286,325
Total fund balances	<u>639,163</u>	<u>1,032,833</u>	<u>908,443</u>	<u>2,580,439</u>
Total liabilities and fund balances	<u>\$ 714,593</u>	<u>\$ 1,071,561</u>	<u>\$ 908,443</u>	<u>\$ 2,694,597</u>

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 34,169	\$ 513,117	\$ 591,583	87%
Miscellaneous income	4,335	7,024	-	N/A
Total revenues	<u>38,504</u>	<u>520,141</u>	<u>591,583</u>	88%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Engineering	-	2,589	40,000	6%
Audit	-	-	7,200	0%
Legal	440	1,314	20,000	7%
Management, accounting, recording	4,538	13,615	48,960	28%
Debt service fund accounting	-	-	5,500	0%
Postage	19	36	500	7%
Insurance	-	7,160	7,574	95%
Trustee	-	5,053	5,300	95%
Trustee - second bond series	-	-	5,300	0%
Arbitrage rebate calculation	-	500	1,500	33%
Dissemination agent	167	500	2,000	25%
Telephone	4	13	50	26%
Printing & binding	29	88	350	25%
Legal advertising	-	-	1,200	0%
Annual district filing fee	-	175	175	100%
Contingencies	-	-	500	0%
Website	-	705	705	100%
ADA website compliance	-	-	210	0%
Property appraiser	-	2,207	9,243	24%
Tax collector	683	10,262	12,325	83%
Total administration expenses	<u>5,880</u>	<u>44,217</u>	<u>168,592</u>	26%
<b>Field Operations</b>				
Operations management	625	1,875	7,500	25%
GIS Solutions	-	-	12,000	0%
Drainage / catch basin maintenance	-	-	6,500	0%
Other repairs and maintenance	-	13,326	150,000	9%
Lake maintenance / water quality	6,375	13,783	71,987	19%
Total field operations expenses	<u>7,000</u>	<u>28,984</u>	<u>247,987</u>	12%
Total expenditures	<u>12,880</u>	<u>73,201</u>	<u>416,579</u>	18%
Excess (deficiency) of revenues over/(under) expenditures	25,624	446,940	175,004	
Fund balance - beginning	613,539	192,223	184,143	
Fund balance - ending				
Assigned				
3 months working capital	109,825	109,825	109,825	
Lake bank remediation	243,013	243,013	243,013	
Unassigned	286,325	286,325	6,309	
Fund balance - ending	<u>\$639,163</u>	<u>\$639,163</u>	<u>\$359,147</u>	



**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND - SERIES 2014  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 31,016	\$ 465,773	\$ 537,000	87%
Interest	3	10	-	N/A
Total revenues	<u>31,019</u>	<u>465,783</u>	<u>537,000</u>	87%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	155,000	155,000	100%
Interest	-	179,781	355,881	51%
Total debt service	<u>-</u>	<u>334,781</u>	<u>510,881</u>	66%
<b>Other fees and charges</b>				
Tax collector	620	9,315	11,188	83%
Property appraiser	-	2,003	8,391	24%
Total other fees and charges	<u>620</u>	<u>11,318</u>	<u>19,579</u>	58%
Total expenditures	<u>620</u>	<u>346,099</u>	<u>530,460</u>	65%
Excess/(deficiency) of revenues over/(under) expenditures	30,399	119,684	6,540	
Fund balances - beginning	<u>1,002,434</u>	<u>913,149</u>	<u>900,022</u>	
Fund balances - ending	<u><u>\$1,032,833</u></u>	<u><u>\$1,032,833</u></u>	<u><u>\$906,562</u></u>	

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND - SERIES 2018  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 33,503	\$ 503,122	\$ 580,060	87%
Interest	1,519	7,494	-	N/A
Total revenues	<u>35,022</u>	<u>510,616</u>	<u>580,060</u>	88%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	160,000	160,000	100%
Interest	-	198,647	394,094	50%
Total debt service	<u>-</u>	<u>358,647</u>	<u>554,094</u>	65%
<b>Other fees and charges</b>				
Property appraiser	-	2,149	9,063	24%
Tax collector	670	10,062	12,085	83%
Total other fees and charges	<u>670</u>	<u>12,211</u>	<u>21,148</u>	58%
Total expenditures	<u>670</u>	<u>370,858</u>	<u>575,242</u>	64%
Excess/(deficiency) of revenues over/(under) expenditures	34,352	139,758	4,818	
Fund balances - beginning	<u>874,091</u>	<u>768,685</u>	<u>735,618</u>	
Fund balances - ending	<u><u>\$908,443</u></u>	<u><u>\$ 908,443</u></u>	<u><u>\$740,436</u></u>	

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**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 October 5, 2023 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	Vice Chair
Anna Harmon	Assistant Secretary
Lisa Wild	Assistant Secretary
Greg Inez	Assistant Secretary

**Also present were:**

Jamie Sanchez	District Manager
Shane Willis	Operations Manager
Meagan Magaldi	District Counsel
Terry Cole	District Engineer
Jack Lincoln	Resident
Heidi McIntyre	Resident
Other Resident(s)	

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Sanchez called the meeting to order at 10:31 a.m. Supervisors Marquardt, Harmon, Wild and Godfrey were present. Supervisor Inez was not present at roll call.

**SECOND ORDER OF BUSINESS**

**Public Comments**

Resident Jack Lincoln discussed tall weeds and dry grass around the lake behind his home, which he thinks is a fire hazard. He asked what will be done about it, as he has complained numerous times and sent three emails during the past year and received no response. Mr. Marquardt stated landscaping is an HOA issue. The Developer was responsible for grading the shorelines to create a 4:1 ratio slope before the builders came in. In many cases, the builders redistributed the dirt, changing the slope. About a year ago, after it was cleared and upon determining that the slope was not the proper ratio, areas that were out of

41 compliance were re-graded at the CDD’s expense. The grade is still too sharp for a zero-turning  
42 lawnmower to access the area; the weeds were cut several times. The CDD will be responsible  
43 for clearing the weeds. This topic will be discussed today.

44 Mr. Willis stated that he responded to Mr. Lincoln’s his email on August 18, 2023.

45 Mr. Marquardt stated, as the water rises, the weeds will be covered and, as it recedes,  
46 they will be exposed.

47 Mr. Lincoln stated he spent three hours weed eating the weeds. Mr. Willis stated  
48 property owners can maintain landscaping on their own property only. The littoral area is  
49 governed by the South Florida Water Management District (SFWMD) and the State permits only  
50 allow licensed aquatic specialists to enter that zone and treat the weeds. Technically, the CDD  
51 can be fined if non-licensed persons treat the littorals. He asked Mr. Lincoln not to enter the  
52 littoral zone and stated the issues will be addressed.

53 A Board Member stated Superior Lake Management (Superior) sprayed and Superior  
54 asked that the plants not be cut so the spray can travel down to the root; cutting the weeds  
55 interrupts the weed-killing process. Mr. Willis stated cutting the weeds releases a nutrient load  
56 into the water, which causes algae. He asked residents to refrain from cutting the weeds.

57 Ms. Godfrey noted that there are two issues; one is the lake bank and the other is the  
58 areas from the lake bank to the berm. Both will be addressed.

59 **Mr. Inez joined the meeting at 10:38 a.m.**

60

61 **THIRD ORDER OF BUSINESS**

**Chair’s Opening Remarks**

62

63 Mr. Marquardt stated the hope is that Crawford can at least take one more pass and  
64 remove the top portion of growth at the CDD’s expense. Mr. Willis requested a proposal and, if  
65 not received soon or it is too expensive, additional proposals will be requested. Mr. Willis  
66 thinks, given the length of the shorelines and the extent of the issue, going out to bid is a good  
67 idea. Every lake requires maintenance from the water level to the lake maintenance easement.

68 Mr. Cole stated the area measures 20’ by the miles and miles of shoreline.

69 Mr. Marquardt noted that most homeowners are concerned about what they can see.

70 Mr. Cole stated the CDD has many miles of shoreline and some areas in the lake  
71 maintenance easement are being maintained.

72 Discussion ensued regarding the extent of the issues in the areas that are affected.

73 Mr. Marquardt stated the HOA voluntarily cuts the areas the mowers can access.

74 A Board Member expressed concern about homeowners submitting dock applications to  
75 the HOA and suggested a visual inspection before approval due to slope issues.

76 Discussion ensued regarding the dock approval process.

77 Mr. Cole discussed the history of Lake 24, which is the large lake in the middle with the  
78 island, and Lake 21, which is the large lake at the north end. He noted the following:

79 ➤ Lots abutting Lakes 21 and 24 have a swale in the back; water must drain into the swale  
80 and flow through internal lakes, receive treatment and then be discharged into these lakes.

81 ➤ Lakes 21 and 24 are not stormwater lakes, they are permitted and designed as  
82 recreational lakes or receding water lakes.

83 ➤ Some swale areas are not very deep but they are functioning. Some repair work and  
84 inspections were done in areas in the past; at the time, the areas were not too bad. Crawford  
85 alleges that these areas are too rough to access and that might be accurate.

86 ➤ The HOA cut the grasses to allow for the first inspection and it will need to be cut again  
87 for a good inspection to be conducted. A proposal to repair these areas can then be obtained.

88 ➤ Two or three years ago, an area along the northwest side of Lake 24 was identified.  
89 Some erosion is present but it is no worse or different than it was three years ago.

90 Mr. Cole stated Hurricane Ian hit the northeast corner and those repairs were recently  
91 completed. He opined that this erosion can be monitored but it does not require immediate  
92 repair. He noted that the reserves of approximately \$150,000 could be used if the Board  
93 chooses to proceed with the repairs that are needed right now. He thinks it is unlikely that  
94 Stock Development will perform these repairs. He recommended cutting the grass, inspecting  
95 the area and obtaining a proposal for the repairs.

96 Mr. Cole stated, with all the miles and miles of lakes, the HOA must be performing  
97 maintenance. It was agreed that the HOA is performing maintenance. Mr. Cole recalled that  
98 maintenance transitioned from the CDD to the HOA within the last year or so and noted that  
99 the CDD should technically be paying for the maintenance rather than the HOA. Mr. Marquardt  
100 stated the HOA generously indicated that it will maintain those areas as long as they can access  
101 the areas. Mr. Cole noted that the homeowners will pay one way or another, whether to the  
102 HOA or the CDD. He suggested defining which areas the CDD will cut and memorializing the  
103 specifics. Mr. Marquardt suggested a Memorandum of Understanding (MOU).

104 Mr. Willis stated those areas can be identified in the GIS System, color-coding the areas  
105 around the lakes. Ms. Magaldi stated an MOU is acceptable, with a map attached.

106 Ms. Godfrey noted that, once certain areas are fixed, those areas will not present an  
107 access issue.

108 Mr. Willis stated he will begin producing a monthly Lake Audit of selected lakes.

109 Mr. Cole circulated a diagram and discussed dock approval processes. He noted the  
110 need to install a 6" PVC pipe for drainage wherever the dock crosses the swale.

111 A Board Member stated homeowners requesting a dock are asked to follow the  
112 guidelines and specifications of the Master Plan.

113 Mr. Marquardt stated the riprap project on Lake 24 is complete. He and Mr. Bob  
114 Ferguson, along with the vendor, will do a final inspection of the area on October 6, 2023. He  
115 received inquiries about damaged sod. Mr. Mark Sandler stated he is very happy with the  
116 repairs. Mr. Willis stated some sod repairs are needed; in some areas, the grass is stressed and  
117 looks unsightly but, with time and watering, the grass will likely recover.

118 Mr. Marquardt believes Mr. Cole inspected 14737 Woodward Drive; this will be  
119 addressed during Mr. Cole's report.

120

**FOURTH ORDER OF BUSINESS**

**Sunshine Law Refresher**

122

123 Ms. Sanchez provided the following reminders regarding the Sunshine Law:

124 ➤ Board Members can only discuss CDD-related matters amongst themselves at a publicly  
125 held meeting. Individual Board Members can speak with Staff members at any time.

126 ➤ Board Members cannot use a third party to communicate; caution should be used with  
127 social media and text messages. A message cannot be sent via a third party.

128 ➤ Fact finding between two or more Board Members outside of a meeting regarding CDD  
129 matters is a violation of the Sunshine Law.

130 Discussion ensued regarding cautioning against using "Reply All" to CDD emails.

131 Ms. Sanchez stated District Management routinely includes a reminder in its emails  
132 advising Board Members not to use "Reply All". Mr. Willis noted that the key is no discussions  
133 should occur via "Reply All".

134 Discussion ensued regarding the formatting of the meeting invites to Board Members,  
135 the purpose of the CDD, issuance of bonds to fund infrastructure necessary for development,  
136 the eventual repayment of bonds and ongoing maintenance.

137 Ms. Sanchez stated she will provide feedback to District Management.

138

139 **FIFTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of August 31, 2023**

140

141

142 Mr. Marquardt discussed Field Operations expenditures and noted that, while \$240,000  
143 was budgeted in Fiscal Year 2023, \$295,000 was spent due to unanticipated expenses.

144 Ms. Sanchez noted that Ms. Magaldi will draft rules that the CDD can abide by to  
145 minimize expenses.

146

**On MOTION by Mr. Marquardt and seconded by Ms. Godfrey, with all in favor,  
the Unaudited Financial Statements as of August 31, 2023, were accepted.**

147

148

149

150

151 **SIXTH ORDER OF BUSINESS**

**Approval of September 7, 2023 Public  
Hearings and Regular Meeting Minutes**

152

153

154 The following changes were made:

155 Line 32: Change “Marquart” to “Marquardt”

156 Line 70: Change “sated” to “stated”

157

**On MOTION by Mr. Marquardt and seconded by Mr. Inez, with all in favor, the  
September 7, 2023 Public Hearings and Regular Meeting Minutes, as amended,  
were approved.**

158

159

160

161

162

163 **SEVENTH ORDER OF BUSINESS**

**Other Business**

164

165 A Board Member asked why the lake near Mallard, on the right-hand side exiting the  
166 community, is so much lower than the other lakes. He asked if there is a blocked pipe  
167 preventing the lake from filling.

168 Discussion ensued regarding the depth, location, slope and condition of the lake.

169 Mr. Cole stated, due to location and control elevations, some of the lakes cannot be dug  
170 very deep. He discussed the drought and stated it has been a very dry “wet season” and



171 indicated he will look into it. Mr. Willis noted that Florida has not had such a long, intense  
172 drought since 2012; when intense rains are received during these drought conditions, the water  
173 just runs off, rather than holding and soaking into the ground.

174

175 **EIGHTH ORDER OF BUSINESS**

**Staff Reports**

176

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

178 **I. Draft Stormwater Management Rules and Policies**

179 Ms. Magaldi apologized for the delay and stated the Draft Stormwater Management  
180 Rules and Policies will be presented at the next meeting.

181 This item will remain on the agenda.

182 **B. District Engineer: Bowman Consulting Group LTD**

183 Mr. Cole reported the following:

184 ➤ As indicated in the photos distributed, three houses to the east of Jetty Lane have a rear  
185 swale that drains to a catch basin. Material from one home's pool construction partially blocked  
186 the catch basin and standing water is present as it cannot drain; re-grading is necessary.

187 Mr. Cole discussed the replatting and regrading of Jetty Drive and stated his opinion that  
188 surface drainage in the drainage easement is not the CDD's responsibility.

189 Ms. Magaldi stated the CDD is responsible for maintaining infrastructure and, in her  
190 opinion, this seems to be an above ground issue, which is a direct result of the homeowner.

191 Catch basins, adjacent lots, pool construction, drainage issues, regrading and the  
192 drainage easement, were discussed.

193 Mr. Cole stated the side lot issue is because there is apparently not enough fall between  
194 the high point of the lot to drain to the front, to the street or to the back to the swale. That is  
195 within the drainage easement but, in his opinion, the CDD's maintenance responsibility is the  
196 drainage pipe in the easement and not the above ground grading of the lot.

197 Asked if the CDD should grade the swale, Mr. Cole stated the CDD did not cause the  
198 problem; the first issue was caused by the pool builder and the second was likely because the  
199 builder or Developer did not build the lot correctly to drain to the front or the back of the lot.

200 Ms. Magaldi expressed concern about the CDD setting a precedent by making the  
201 repairs. She noted budgetary concerns and questioned whether the CDD has the easement  
202 rights to do the work.

203 Discussion ensued regarding the lots, drainage and a wider area to the east.

204 Mr. Cole suggested that yard drains could pipe the water to the catch basin rather than  
205 regrading the area. Ground mushiness is related to the grade between the lots; it is likely that  
206 100 other lots have the same problem. He will request proposals for both solutions.

207 The consensus was that this is a maintenance issue.

208 Mr. Inez noted that the street in question is not on the map and asked if the map  
209 program will be accurate. Mr. Willis replied affirmatively; the program updates from the  
210 Property Appraiser every four to six weeks.

211 A property owner asked who is responsible for fixing drainage issues between houses.  
212 Mr. Marquardt thinks it will be the property owners' responsibility. If there is a way the CDD  
213 can engineer it, it would require equipment to cross over that path, as it is the access point, and  
214 then the CDD would need to fix any damage done by equipment used to develop a new drain or  
215 a new swale.

216 The property owner stated Crawford will not replace the sod until a recommendation is  
217 received from the CDD.

218 Asked if Crawford is responsible for replacing sod that was ignored all summer, Mr.  
219 Marquardt replied affirmatively. Property owners are responsible for creating drainage to  
220 alleviate the standing water.

221 Discussion ensued regarding similar issues in which homeowners regraded their lots,  
222 underground French drains to drain into the catch basin, CDD versus property owner  
223 responsibilities and the approval process for repairs and installations within the lake  
224 maintenance easement.

225 Mr. Cole provided his card and offered his assistance.

226 With regard to his previous comments advising residents that they cannot trim shoreline  
227 weeds, Mr. Willis clarified that he was referring to the CDD's littoral shelf, not the lake  
228 maintenance easement area.

229 Mr. Marquardt stated his intention to meet with Lakeshore Enterprises to inspect the  
230 lake work completed at the northeast corner of Lake 24. That includes costs homeowners paid  
231 for riprap.

232 **C. Operations Manager: Wrathell, Hunt and Associates, LLC**

233 **I. Consideration of FL GIS Solutions, LLC, Professional Services Agreement**

234 Mr. Willis presented the FL GIS Solutions, LLC, (FL GIS) Professional Services Agreement,  
235 which is unchanged since it was presented at a previous meeting. The expense was previously  
236 approved and budgeted; the program can be initiated in three weeks and information would be  
237 uploaded on an ongoing basis. The \$12,000 cost is a one-time charge; then, going forward,  
238 services would be on a billable hour basis at a charge of \$100 per hour. Residents would have  
239 access to the system at no charge, training and continuing education would be provided and a  
240 link would be included on the CDD website.

241 Ms. Magaldi stated she will include an Addendum to address public records and the E-  
242 Verify requirements.

243

244 **On MOTION by Ms. Godfrey and seconded by Ms. Wild, with all in favor, the FL**  
245 **GIS Solutions, LLC, Professional Services Agreement, in a not-to-exceed amount**  
246 **of \$12,000 plus additional billable hours as necessary, and authorizing Staff to**  
247 **prepare an Addendum as described, were approved.**

248

249

## 250 II. Monthly Report

251 Mr. Willis reported the following:

252 ➤ Last weekend Superior was treating lakes and an equipment malfunction resulted in  
253 some dye spilling along the road and sidewalk. The areas were pressure washed within a few  
254 hours; the dye was removed with no damage to the roads. The cleanup was at the contractor's  
255 expense. He inspected the area and found no damage to the roads or sidewalks and no  
256 complaints were received.

257 The consensus was that cleanup was satisfactory.

258 ➤ An Operations Report is being developed and will be included in the next agenda. Each  
259 month, a select group of eight to ten lakes will be inspected and a summary and photographs  
260 will be included in the Lake Audit section of the Report. This will create a historical record of  
261 lake conditions.

262 Mr. Willis discussed Superior's service and noted that Superior's responsiveness has  
263 been very good but it will take some time to get the lakes to optimal condition. Sometimes  
264 weeds are cut and some weed treatments take a long time, as in the case of dog fennel, which  
265 has very long roots below ground. Once technicians determine treatment is complete, the  
266 weeds can be cut; the weeds can be unsightly while treatments are underway but the process  
267 requires patience to be successful.

268 Discussion ensued regarding production of a newsletter and examples of how other  
269 CDDs communicate with their residents.

270 Discussion ensued regarding utilizing the GIS maps program at meetings.

271 **D. District Manager: Wrathell, Hunt and Associates, LLC**

272 Ms. Sanchez recalled that, at the last meeting, the Board voted to send a letter to Stock  
273 Development regarding reimbursement to the CDD for payment for the removal of silt screens.  
274 She spoke with Ms. Wild offline and looked up invoices and found only two residences with  
275 Stock Development. No letter was drafted or sent.

276 Ms. Wild stated it involved Stock Development, DR Horton and Ashton Woods  
277 properties. The Stock Development properties totaled less than \$800 so sending a letter did not  
278 make sense.

- 279 • **NEXT MEETING DATE: December 7, 2023 at 10:30 AM**

- 280 ○ **QUORUM CHECK**

281 The next meeting will be held on December 7, 2023, unless canceled. After that, the  
282 next meeting will be in February 2024. If necessary, a Special Meeting can be scheduled.

283

284 **NINTH ORDER OF BUSINESS**

**Public Comments**

285

286 Resident Heidi McIntyre asked about SOLitude’s maintenance of the preserve area and  
287 stated her belief that SOLitude was spraying the berm, in error, as Crawford treats that area.  
288 Mr. Marquardt stated that is an HOA issue. Mr. Willis noted that SOLitude only performs  
289 maintenance for the HOA, not the CDD.

290 Ms. McIntyre stated she reported a gushing sprinkler. Mr. Willis stated he will follow up  
291 with the HOA.

292

293 **TENTH ORDER OF BUSINESS**

**Supervisors’ Requests**

294

295 There were no Supervisors’ requests.

296

297 **ELEVENTH ORDER OF BUSINESS**

**Adjournment**

298

299 **On MOTION by Mr. Marquardt and seconded by Ms. Harmon, with all in favor,**  
300 **the meeting adjourned at 11:51 a.m.**

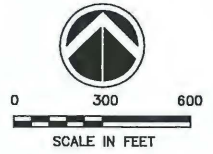
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305

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

**NAPLES RESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**  
**B**



LAKE	AREA (Ac.)	LAKE LITTORAL AREA (Ac.)
1	5.5	
2	2.7	.46
3	4.6	.79
4	2.6	.23
5	2.6	.23
6	1.9	.16
7	4.1	.42
8	6.1	.53
9	3.5	.68
10	3.2	.74
11	9.1	1.28
12	7.5	
13	8.8	.54
14	9.2	
15	7.5	
16	3.5	
17	6.7	
18	4.0	
19	7.0	
20	3.2	.35
21	61.1	5.00
24	50.0	
<b>TOTAL</b>	<b>214.4</b>	<b>11.41</b>

- NOTES:**
- ALL LAKES, STORMWATER MANAGEMENT PIPING AND PRESERVE SHALL BE MAINTAINED BY THE NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.
  - THE DEVELOPMENT IS ZONED 'RPUD'.

**LEGEND**

L21 - NRC = LAKE # PER PLAT  
(LAKE 21) = (ORIGINAL LAKE #)

- COMMUNITY DEVELOPMENT DISTRICT LANDS
- LAKE TRACTS CONVEYED TO CDD
- PRESERVE TRACTS MAINTAINED BY HOA
- DRAINAGE EASEMENTS AND PIPES MAINTAINED BY CDD
- LAKE LITTORAL AREA

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LETTER	REVISIONS	DATE
A	ADDED WCS's & WQS's	5/22

**NAPLES RESERVE**

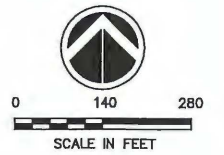
DESIGNED BY	W.W.B.	DATE	2/21
DRAWN BY	W.W.B.	DATE	2/21
CHECKED BY	W.T.C.	DATE	2/21
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=300'



950 Encore Way  
 Naples, FL. 34110  
 Phone: (239) 254-2000  
 Florida Certificate of  
 Authorization No.1772

**CDD DRAINAGE EASEMENTS  
and LAKE CONVEYANCE MAPS**

<small>THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:</small> _____ DATE _____	REFERENCE NO. SEE PLOTSTAMP PROJECT NO. 2013.030	DRAWING NO. 5008-1 SHEET NO. 1 OF 5
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MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 4

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PLAT	REFERENCE
C.H.I	CORAL HARBOR PHASE I
C.P.& B.I.	CRANE POINT & BIMINI ISLE
N.R.C.	NAPLES RESERVE CIRCLE
N.R.I.C.	NAPLES RESERVE ISLAND CLUB
N.R.I	NAPLES RESERVE PHASE I
N.R.II	NAPLES RESERVE PHASE II
N.R.III	NAPLES RESERVE PHASE III
P.C.	PARROT CAY
S.C.	SUTTON CAY

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LETTER	REVISIONS	DATE
△	ADDED WCS's & WQS's	5/22

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DESIGNED BY W.W.B.	DATE 2/21
DRAWN BY W.W.B.	DATE 2/21
CHECKED BY W.T.C.	DATE 2/21
VERTICAL SCALE N/A	HORIZONTAL SCALE 1"=140'



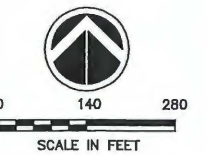
950 Encore Way  
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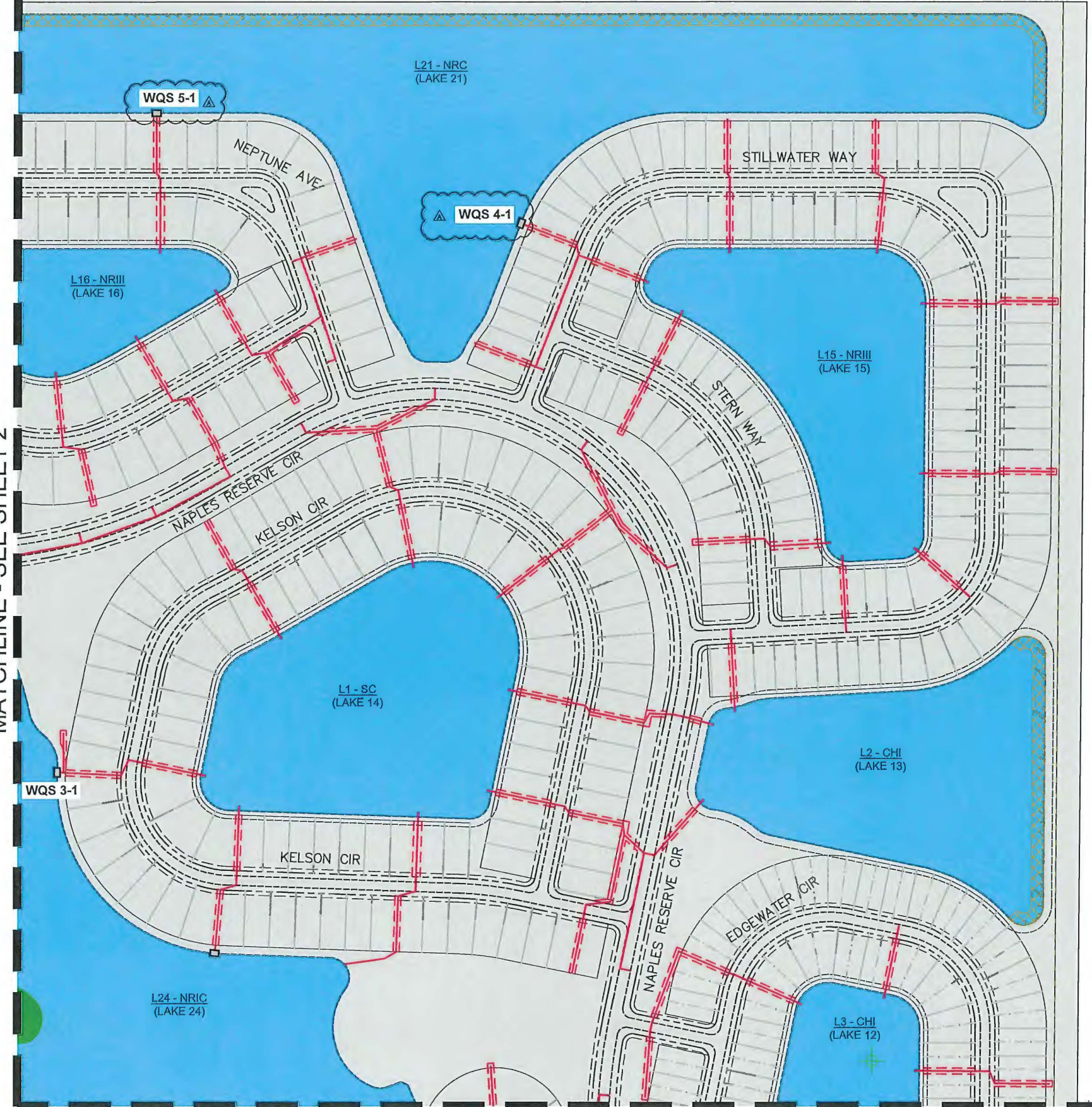
THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:	REFERENCE NO. SEE PLOTSTAMP	DRAWING NO. 2005-02
DATE	PROJECT NO. 2013.030	SHEET NO. 2 OF 5

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MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 5

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REVISIONS	DATE
ADDED WCS's & WQS's	5/22

**NAPLES RESERVE**

DESIGNED BY	DATE
W.W.B.	2/21
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N/A	1"=140'

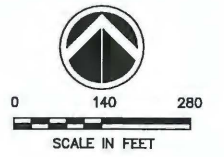


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	SEE PLOTSTAMP	5008-3
	PROJECT NO.	SHEET NO.
DATE	2013.030	3 OF 5

MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 5

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2. THE DEVELOPMENT IS ZONED 'RPUD'.

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LETTER	REVISIONS	DATE
△	ADDED WCS's & WQS's	5/22

**NAPLES RESERVE**

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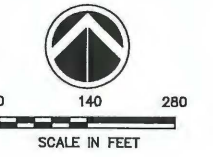


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DATE	PROJECT NO. 2013.030	SHEET NO. 4 OF 5






MATCHLINE - SEE SHEET 3



MATCHLINE - SEE SHEET 4

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LETTER	REVISIONS	DATE
△	ADDED WCS's & WQS's	5/22

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DATE _____	SEE PLOTSTAMP	5008-5
	PROJECT NO.	SHEET NO.
	2013.030	5 OF 5

**NAPLES RESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**  
**C**



**Wrathell, Hunt and Associates, LLC**

TO: Naples Reserve CDD Board of Supervisors  
FROM: Shane Willis – Operations Manager  
DATE: February 1, 2024  
SUBJECT: Status Report – Field Operations

---

**SUPERIOR WATERWAYS (aeration):** Nothing significant to report, maintenance is ongoing and progress continues to be made on improving the District's lake banks.

**MISCELLANEOUS:**

- 10/11/23 – Reviewed drainage issue on Laguna Springs, report included in agenda
- 10/19/23 – Property tour conducted to review Superior Waterways progress
- 11/7/23 – Resident on Laguna Springs called about fire danger related to littoral plantings, he also stated that Staff had never contacted him back. Multiple attempts to contact and leave messages were unsuccessful.
- 11/8/23 – Reviewed landscaping needs and responsibilities on District Lake banks not currently being serviced, report included in the agenda.
- 1/05/24 – Resident called about excessive weeds on the lake bank, after receiving a photograph I confirmed on the phone with the resident that these were littorals.
- 1/16/24 – Resident called out uncut strip of land between her home and the stormwater system, she was informed that the Board is weighing various options and I was confident a decision would be made at the next meeting.
- 1/20/24 – Notified by Board Chair that there was an irrigation break on Charthouse Circle, coordinated with Anchor Marine to have repaired. Repairs will take place on 1/30/24 or 1/31/24 at a cost of \$3250.00.



8360 CURRENCY DR., SUITE 1 / RIVIERA BEACH, FLORIDA 33404 - (561) 845-6381  
WWW.ANCHORMARINESERVICES.COM (561) 845-7361 (FAX)  
(877) 844-6381 Toll Free

**TO:** Naples Reserve  
**ATTN:** Shane Willis  
**FROM:** ANCHOR MARINE SERVICES, INC.  
**DATE:** January 26, 2024  
**QUOTE#:** 2305  
**LOCATION:** 14249 Charthouse Cir, Naples

Anchor Marine Services, Inc. proposes to furnish all labor, material, equipment, crew, mobilization and demobilization to provide:

- Full OSHA Certified Commercial Dive Crew, Full Commercial Dive Station, Dredge Barge, 4-Wheel Drive Support Vehicle, Intake & Discharge Hoses to: bring in fill dirt to fill in the washout next to the lake caused by broken sprinkler pipe. Then sod the area with Floratam sod.

Our prices are based on mobilizing to the site one time and performing all work continuously. Should customers' schedule result in additional mobilization, fees will apply.

The project start date is subject to work in progress and previously scheduled work. Scheduling is upon receipt of signed contract.

In the event of any unforeseen conditions, contractor must give customer immediate notification. Contractor will provide a reasonable market price for the additional work. If acceptable, it will be incorporated into the contract as a change order. If it is not acceptable, the contract will be null and void. No monies will be refunded to the customer and any additional costs expended will be the responsibility of the customer.

Applicable law: This agreement will be governed by and construed in accordance with the laws of the State of Florida. Venue and jurisdiction of any action or proceeding arising out of or connected with this agreement shall lie exclusively in the state courts of competent jurisdiction, in and for Palm Beach County Florida. The parties expressly waive all other jurisdiction and venue. Parties also waive trial by jury.

Attorney Fees and cost: In connection with any litigation, including appellate and bankruptcy proceedings, arising out of this agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

Interest Provision: By signing this contract I/We agree to pay all purchases when due and/or by the time specified in the contract. If the purchaser is a corporation, the undersigned agrees to be personally responsible and pay for any purchases made by the corporation pursuant to this application.

If it becomes necessary to affect collections, both I/we and the corporation will pay reasonable attorney's fees and court costs. Interest shall be due and payable at the rate of 1 ½ per month on the balance of each purchase which remains unpaid after the last day of the month. A designation of payment is required on jobs where real property is being improved. This agreement will remain in effect until a new contract is submitted or until revoked, in writing, regardless of any subsequent change in the legal status of the purchaser.

Thank you for allowing Anchor Marine Services the opportunity to bid on your project. Anchor Marine Services has been established for over 30 years. We developed and trademarked the Geo-Filter™ Tube.

Day Rate

**PROPOSAL TOTAL**

**\$3,250.00**

**TERMS: Balance due in full upon completion.**

Please visit our web site at [www.anchormarineservices.com](http://www.anchormarineservices.com)

SUBMITTED

ACCEPTED

*BRIAN HOOCK*

\_\_\_\_\_  
BRIAN HOOCK  
ANCHOR MARINE SERVICES

\_\_\_\_\_  
AUTHORIZED SIGNATURE

**NAPLES RESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**  
**D**



**NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE**

**LOCATION**

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

*<sup>1</sup>The Outrigger, 14891 Naples Reserve Drive, Naples, Florida 34114*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 5, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>December 7, 2023<sup>1</sup> CANCELED NO QUORUM</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>February 1, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>March 7, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>May 2, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>June 6, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>August 1, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>September 5, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>