

**NAPLES RESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

May 5, 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

April 28, 2021

Board of Supervisors
Naples Reserve Community Development District

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

Dear Board Members:

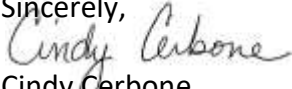
The Board of Supervisors of the Naples Reserve Community Development District will hold a Regular Meeting on May 5, 2021 at 10:30 a.m., at the Naples Reserve Clubhouse, 14885 Naples Reserve Circle, Naples, Florida 34114. **ONLY BOARD MEMBERS AND STAFF MAY PARTICIPATE AT THE MEETING'S PHYSICAL LOCATION.** Members of the public and presenters may join this meeting safely and efficiently, via Zoom Video, at <https://us02web.zoom.us/j/83493818160?pwd=SUdma1U2eDJXRGg1cXhra2NwNi83Zz09>, Meeting ID: 834 9381 8160, Passcode: 948214 or via teleconference at 1-646-558-8656, Meeting ID: 834 9381 8160, Passcode: 948214. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Chairman's Opening Remarks
4. Discussion/Consideration: Boat Dock Encroachment Documents
 - Resolution 2021-06, Establishing Policies and Procedures Relating to the Review of Requests for Encroachments by Boat Docks into District Property; and Providing for Severability, Conflicts and an Effective Date
 - Exhibit A. Boat Dock Encroachment Policies and Procedures
 - Exhibit B. Boat Dock Encroachment Agreement
 - Exhibit C. Boat Dock Encroachment Agreement Application Instructions
5. Discussion: Fiscal Year 2022 Proposed Budget
6. Acceptance of Resignation of Supervisor Jeff Bieker, SEAT 5
7. Consider Appointment of Qualified Elector to Fill Unexpired Term of Vacant Seat 5 (*Term Expires November, 2022*)

- A. Administration of Oath of Office to Newly Appointed Supervisor *(the following to be provided in a separate package)*
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B – Memorandum of Voting Conflict
 - B. Consideration of Resolution 2021-05, 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
- 8. Consideration of Hole Montes Inc., Updated Rate Schedule
 - 9. Other Business
 - 10. Staff Reports
 - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
 - B. District Engineer: *Hole Montes, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. 986 Registered Voters in District as of April 15, 2021
 - II. NEXT MEETING DATE: To be Determined
 - 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 |
| | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
- 11. Audience Comments
 - 12. Supervisors’ Requests

13. Adjournment

Should you have any questions, please contact me directly at (561) 346-5294.

Sincerely,

Cindy Cerbone
District Manager

***DUE TO COVID-19 PUBLIC HEALTH EMERGENCY RESTRICTIONS BEING IMPLEMENTED AT THE CLUBHOUSE, ONLY BOARD MEMBERS AND STAFF MAY PARTICIPATE AT THE MEETING'S PHYSICAL LOCATION. MEMBERS OF THE PUBLIC AND PRESENTERS MAY JOIN SAFELY AND EFFICIENTLY BY VIDEO OR TELECONFERENCE ONLY.**

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION NO. 2021- 06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING POLICIES AND PROCEDURES RELATING TO THE REVIEW OF REQUESTS FOR ENCROACHMENTS BY BOAT DOCKS INTO DISTRICT PROPERTY; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Naples Reserve Community Development District (the “District”) is organized for purposes which include ownership and operation of certain public infrastructure within or benefiting the residential development known generally as Naples Reserve; and

WHEREAS, throughout the year, the District receives various requests by certain property owners seeking to install a boat dock within a lake tract and/or associated platted lake maintenance easement or drainage easement dedicated or granted to the District (“Encroachment Agreement Request”); and

WHEREAS, it is not practical, expeditious or economical to arrange and hold meetings of the Board of Supervisors (the “Board”) each time an Encroachment Agreement Request is received from a property owner; and

WHEREAS, the Board desires to approve policies and procedures for the review and approval (if applicable) of an Encroachment Agreement Request. And, further, with respect to any Encroachment Agreement Request approved pursuant to the policies and procedures by the Chairman or the Vice Chairman (in the Chairman’s absence), such individual shall have the authority to execute necessary documentation in connection with the approval of such Encroachment Agreement Request.

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

Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein as if written into the body of this Resolution.

Section 2. Boat Dock Encroachment Policies and Procedures. The Boat Dock Encroachment Policies and Procedures attached hereto and made a part of this Resolution as Exhibit “A” are hereby approved for use by the District.

Section 3. Form of Boat Dock Encroachment Application Instructions. The form of the Boat Dock Encroachment Application Instructions attached hereto and made a part of this Resolution as Exhibit “B” is hereby approved for use by the District in substantially the form attached.

Section 4. Form of Boat Dock Encroachment Agreement. The form of the Boat Dock Encroachment Agreement attached hereto and made a part of this Resolution as Exhibit “C” is hereby approved for use by the District in substantially the form attached.

Section 5. Authorized Officer. The Chairman or the Vice Chairman (in the Chairman's absence) is hereby designated by the District and authorized by the District to carry out the policies and procedures set forth herein with regard to Encroachment Agreement Requests.

Section 6. Continuing Effect. The policies and procedures attached to this Resolution as Exhibit "A", the form of application instructions attached to this Resolution as Exhibit "B", and the form of the agreement attached to this Resolution as Exhibit "C" shall stay in full force and effect until such time as the Board may amend or rescind said policies, procedures, application instructions or agreement form(s), as applicable.

Section 7. Subsequent Presentation to the Board. A copy of any approved Encroachment Agreement Request and any corresponding documents required pursuant to this Resolution shall be made available to the Board for informational purposes only at its next regularly scheduled meeting following approval; provided, however, that any failure to present said approved Encroachment Agreement Request shall not affect the validity or implementation of this Resolution.

Section 8. Severability. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid.

Section 9. Conflicts. All Sections or parts of Sections of any Resolutions or actions of the Board in conflict are hereby repealed to the extent of such conflict.

Section 10. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of May, 2021.

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Cindy Cerbone, Assistant Secretary

Tom Marquardt, Chairman

Exhibit “A”
Boat Dock Encroachment Policies and Procedures

A. Generally

1. For purposes of these Boat Dock Encroachment Policies and Procedures, a “Boat Dock Encroachment” shall mean any proposed encroachment of a boat dock of a property owner into a lake tract and/or associated platted lake maintenance easement or drainage easement dedicated or granted to the District.

2. Attached as Exhibit “B” are the Boat Dock Encroachment Application Instructions for a property owner that desires to submit an application to the District (“Boat Dock Encroachment Application”) for the District to approve a Boat Dock Encroachment. The District Manager may develop and establish an application consistent with the Boat Dock Encroachment Application Instructions to facilitate the intake of requests for Boat Dock Encroachments. It is anticipated that Boat Dock Encroachment Applications will be jointly reviewed with the Naples Reserve Homeowners’ Association, Inc. (the “Association”).

3. The Boat Dock Encroachment Application shall be sent by the District Manager to the Chairman (or the Vice Chairman in the Chairman’s absence) and the District Engineer. The Chairman (or the Vice Chairman in the Chairman’s absence), in consultation with the District Engineer and District Manager, shall review the Boat Dock Encroachment Application materials and determine whether to approve, approve with conditions or deny the Boat Dock Encroachment Application.

4. The District reserves the right to deny any Boat Dock Encroachment Application or impose any conditions on a Boat Dock Encroachment Application based on considerations that the District deems necessary or appropriate including, without limitation, impacts on the District’s lake, lake bank and shoreline maintenance and repair, stormwater management system, access to stormwater management facilities, potential damage to stormwater management improvements, and safety.

5. To the extent the Boat Dock Encroachment Application is to be approved by (a) the District, pursuant to the policies and procedures established by the District, and (b) the Association pursuant to the policies and procedures established by the Association, if any, the property owner will be required to enter into a Boat Dock Encroachment Agreement with the District and the Association, which agreement will specify the terms of Boat Dock Encroachment being permitted. The form Boat Dock Encroachment Agreement attached as Exhibit “C” to these Boat Dock Encroachment Policies and Procedures is hereby approved for use as a form by the District and Association as appropriate. If after applicable review, a Boat Dock Encroachment Application is set to be approved, the Boat Dock Encroachment Agreement will be finalized by District Counsel. Further, because it is recognized that circumstances may arise where property conditions necessitate certain modifications to the form Boat Dock Encroachment Agreement or where a property owner may request certain modifications to the form Boat Dock Encroachment Agreement, the Chairman (or the Vice Chairman in the Chairman’s absence) shall be permitted,

after consultation and approval by District Counsel and District Manager, to make modifications to the form Boat Dock Encroachment Agreement, provided such modifications do not materially and unreasonably alter the intent, purpose and protection provided to the District by the form Boat Dock Encroachment Agreement. The Chairman (or Vice Chairman in the Chairman's absence) is hereby designated by the District and authorized by the District to execute, when appropriate, the Boat Dock Encroachment Agreement in connection with any approved Boat Dock Encroachment.

Exhibit "B"
Form of Boat Dock Encroachment Application Instructions

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

BOAT DOCK ENCROACHMENT AGREEMENT

APPLICATION INSTRUCTIONS

Attached to these instructions is a template of the Boat Dock Encroachment Agreement typically used by Naples Reserve Community Development District (“**District**”) and the Naples Reserve Homeowners Association, Inc. (“**Association**”) (the District and the Association are sometimes collectively referred to herein as the “**NR Entities**”) when a landowner desires to construction a boat dock that will encroach into a lake tract and/or lake maintenance easement (“**Lake Property**”) dedicated to the District and/or Association. The NR Entities have established a single form agreement to address the circumstances when both the NR Entities have property interests. Please familiarize yourself with the terms and conditions of the form agreement prior to submitting the application. All potential boat docks are reviewed on a case-by-case basis and may be approved, approved with conditions or denied by either the District and the Association in its discretion.

INSTRUCTIONS:

1. The property owner seeking a Boat Dock Encroachment Agreement must provide to the District the following information:
 - a) Landowner’s name (exactly as shown on title to the property), physical address, folio number, and contact information.
 - b) A description of the proposed boat dock and related improvements that will encroach into the Lake Property, including copies of professional plans and specifications and permits and approvals applied for or received. The plans should include the details of any pilings and their location.
 - c) A letter of acknowledgement and approval of the boat dock, as described in the plans and specifications, from any other applicable entity including the Association.
 - d) Proof of ownership of landowner's property (i.e. copy of deed to landowner’s property).
 - e) A copy of the applicable subdivision plat.
 - f) A copy of a land survey depicting the proposed encroachment area into the Lake Property. The survey shall include the location of any existing stormwater facilities within the encroachment area including without limitation, drainage pipes, rip rap, and littoral plant areas.
 - g) Any other information reasonably requested by the NR Entities and pertaining to the proposed improvement or structure.
2. The landowner is responsible for paying all costs incurred by the District with respect to the landowner’s request to encroach into a Lake Property, including all legal and professional fees and any other fees and costs incurred by the District. Owner shall include a nonrefundable Application Fee in the amount of \$500.00 with the application materials. The application fee must be paid by check to “_____”. In the event that the actual costs for legal and professional

fees and any other fees and costs incurred by the District in connection with the Boat Dock Encroachment Agreement exceed \$500.00, then landowner will be required to pay such costs prior to the District approval and execution of the Boat Dock Encroachment Agreement. To the extent the District approves approve allowing the encroachment, the landowner and the District (and, if applicable, the Association) will sign a Boat Dock Encroachment Agreement and the landowner will be responsible for the recording fee associated with recording the document in the Public Records of Collier County, Florida. The recording fee is estimated to be \$69.50.

3. The application information and documentation listed above and the application fee must be delivered to the District Manager at Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, FL 33431.
4. Following receipt of the above, the District will review the application and make a determination whether to approve, approve with conditions or deny the application.
5. Any changes to the Boat Dock Encroachment Agreement or any provision thereof, must be approved by District Counsel prior to execution and recording by the District.
6. Landowner is solely responsible for obtaining permits and approvals of government agencies, homeowners' associations, or any other person or entity having jurisdiction over the property or the improvements, including all costs thereof. Nothing in the Boat Dock Encroachment Agreement shall constitute any acknowledgement, approval or waiver by the District of any requirement, permit, or approval of any applicable government agency, homeowners' association, or any other person or entity having jurisdiction over the property or the improvements.

Exhibit "C"
Boat Dock Encroachment Agreement

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 ___
_____ day of _____, 202__, by and among **NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT** ("**District**") and **NAPLES RESERVE
HOMEOWNERS ASSOCIATION, INC.** ("**Association**"), and _____
_____ ("**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
_____, Naples, Florida 34114, which real property is legally described as
follows (the "**Owner's Property**"):

Lot _____, _____, according to the plat thereof as recorded in Plat
Book _____, Page _____ 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 _____, _____, according to the plat thereof as recorded in Plat
Book _____, Page _____ 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. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement;

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

d. 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.

e. 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;

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

g. 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;

h. 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;

i. 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;

j. 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

k. 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:

Cindy Cerbone, Assistant Secretary

By: _____
Tom Marquardt, Chairman

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 _____, 2021, by Tom Marquardt, as Chairman 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)

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

ASSOCIATION:

**NAPLES RESERVE HOMEOWNERS
ASSOCIATION, INC.**

By: _____
Randy Sparrazza, President

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 _____, 2021, by Randy Sparrazza, 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)

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

EXHIBIT "A"
Site Plan

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

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**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2022**

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
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**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021				Adopted Budget FY 2022
	Adopted	Actual through 03/31/21	Projected through 9/30/2021	Total Actual & Projected Revenues & Expenditures	
REVENUES					
Assessment levy: on-roll	\$109,692				\$273,469.00
Allowable discount (4%)	(4,388)				(10,939)
Assessment levy - net	<u>105,304</u>	\$ 99,618	\$ 5,686	\$ 105,304	<u>262,530</u>
Total revenues	<u>105,304</u>	<u>99,618</u>	<u>5,686</u>	<u>105,304</u>	<u>262,530</u>
EXPENDITURES					
Professional & admin					
Supervisor fees	3,000	400	-	400	-
FICA taxes	230	31	122	153	-
Engineering	3,500	536	8,000	8,536	20,000
Audit*	7,200	7,200	-	7,200	7,200
Legal	9,200	4,615	8,000	12,615	15,000
Management/accounting/recording	48,960	24,480	24,480	48,960	48,960
Debt service fund accounting*	5,500	2,750	2,750	5,500	5,500
Postage	500	145	355	500	500
Insurance	6,483	6,189	-	6,189	6,808
Trustee	4,800	4,760	-	4,760	4,800
Trustee - second bond series*	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	1,500	-	1,500	1,500	1,500
Dissemination agent*	2,000	1,000	1,000	2,000	2,000
Telephone	50	25	25	50	50
Printing & binding	350	175	175	350	350
Legal advertising	1,200	842	500	1,342	1,200
Annual district filing fee	175	175	-	175	175
Contingencies	400	-	2,000	2,000	2,500
Website					
Hosting	705	705	-	705	705
ADA compliance	210	-	210	210	210
Total professional & admin	<u>101,463</u>	<u>54,028</u>	<u>54,617</u>	<u>108,645</u>	<u>122,958</u>
Field operations					
Operations management	-	-	-	-	5,000
Drainage / catch basin maintenance	-	-	-	-	5,000
Lake maintenance / water quality	-	-	-	-	110,000
Total field operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>120,000</u>
Other fees & charges					
Property appraiser	1,645	500	1,145	1,645	4,102
Tax collector	2,194	1,991	203	2,194	5,469
Total oter fees & charges	<u>3,839</u>	<u>2,491</u>	<u>1,348</u>	<u>3,839</u>	<u>9,571</u>
Total expenditures	<u>105,302</u>	<u>56,519</u>	<u>55,965</u>	<u>112,484</u>	<u>252,529</u>
Excess (deficiency) of revenues over/(under) expenditures	2	43,099	(50,279)	(7,180)	10,001

OTHER FINANCING SOURCES/(USES)

Transfers (out)	-	-	-	-	-
Total other financing sources	-	-	-	-	-
Net change in fund balances	<u>2</u>	<u>43,099</u>	<u>(50,279)</u>	<u>(7,180)</u>	<u>10,001</u>
Fund balance - beginning (unaudited)	65,010	78,315	121,414	78,315	71,135
Fund balance - ending (projected)					
Assigned					
3 months working capital	31,188	31,188	31,188	31,188	68,238
Lake bank remediation	-	-	-	-	75,000
Unassigned	33,824	90,226	39,947	39,947	12,898
Fund balance - ending (projected)	<u>\$ 65,012</u>	<u>\$ 121,414</u>	<u>\$ 71,135</u>	<u>\$ 71,135</u>	<u>\$ 81,136</u>

*Includes estimated additional cost for second bond issuance.

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional services

Management/accounting/recording	\$ 48,960
<p>Wrathell, Hunt and Associates, LLC, specializes in managing Community Development Districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and operate and maintain the assets of the community. This fee is inclusive of district management and recording services.</p>	
Debt service fund accounting*	5,500
Legal	15,000
<p>Coleman, Yovanovich & Koester, P.A. provides on-going general counsel and legal representation. As such, he is confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, he provides service as a "local government lawyer," realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.</p>	
Engineering	20,000
<p>Hole Montes, Inc., provides a broad array of engineering, consulting and construction services, which assist in the crafting of sustainable solutions for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit*	7,200
<p>If certain revenue or expenditure thresholds are exceeded then Florida Statutes, Chapter 218.39 requires the District to have an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	1,500
<p>To ensure the District's compliance with all Tax Regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934.</p>	
Trustee	4,800
<p>Annual Fee paid to Wachovia Bank for the service provided as Trustee, Paying Agent and Registrar.</p>	
Trustee - second bond series*	5,500
Telephone	50
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	350
<p>Copies, agenda package items, etc.</p>	

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Legal advertising	1,200
The District advertises for monthly meetings, special meetings, public hearings, bidding,	
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,808
The District carries public officials and general liability insurance. The limit of liability is set at \$1,000,000 (general aggregate \$2,000,000) and \$1,000,000 for public officials liability.	
Contingencies	2,500
Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.	
Website	
Hosting	705
ADA compliance	210
Field operations	
Operations management	
Drainage / catch basin maintenance	5,000
Lake maintenance / water quality	5,000
Other fees & charges	
Property appraiser	110,000
The property appraiser charges 1.5% of the assessments	
Tax collector	4,102
The tax collector charges 2% of the assessments collected.	
	<u>5,469</u>
Total expenditures	<u><u>\$ 252,529</u></u>

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2014
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected Revenues & Expenditures	Proposed Budget 2022
	Adopted	Actual through 03/31/21	Projected through 9/30/2021		
REVENUES					
Assessment levy: on-roll	\$565,208				\$565,208
Allowable discount (4%)	(22,608)				(22,608)
Assessment levy - net	542,600	\$ 513,316	\$ 29,284	\$ 542,600	542,600
Assessments: lot closings	-	1,351	-	1,351	-
Interest	-	18	-	18	-
Total revenues	542,600	514,685	29,284	543,969	542,600
EXPENDITURES					
Debt service					
Principal	135,000	135,000	-	135,000	140,000
Principal prepayment	-	40,000	-	40,000	-
Interest	380,594	191,900	188,694	380,594	371,938
Total debt service	515,594	366,900	188,694	555,594	511,938
Other fees & charges					
Property appraiser	8,478	4,837	3,641	8,478	8,478
Tax collector	11,304	8,818	2,486	11,304	11,304
Total other fees & charges	19,782	13,655	6,127	19,782	19,782
Total expenditures	535,376	380,555	194,821	575,376	531,720
Excess/(deficiency) of revenues over/(under) expenditures	7,224	134,130	(165,537)	(31,407)	10,880
Fund balance:					
Beginning fund balance	889,024	882,443	1,016,573	882,443	851,036
Ending fund balance (projected)	\$ 896,248	\$1,016,573	\$ 851,036	\$ 851,036	861,916
Use of fund balance					
Debt service reserve account balance (required)					(514,063)
Interest expense - November 1, 2022					(184,306)
Principal expense - November 1, 2022					(150,000)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 13,547</u>

NAPLES RESERVE

Community Development District

Series 2014

\$7,680,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2021	140,000.00	4.750%	187,631.25	327,631.25
05/01/2022	-		184,306.25	184,306.25
11/01/2022	150,000.00	4.750%	184,306.25	334,306.25
05/01/2023	-		180,743.75	180,743.75
11/01/2023	155,000.00	4.750%	180,743.75	335,743.75
05/01/2024	-		177,062.50	177,062.50
11/01/2024	165,000.00	4.750%	177,062.50	342,062.50
05/01/2025	-		173,143.75	173,143.75
11/01/2025	170,000.00	4.750%	173,143.75	343,143.75
05/01/2026	-		169,106.25	169,106.25
11/01/2026	180,000.00	5.250%	169,106.25	349,106.25
05/01/2027	-		164,381.25	164,381.25
11/01/2027	190,000.00	5.250%	164,381.25	354,381.25
05/01/2028	-		159,393.75	159,393.75
11/01/2028	200,000.00	5.250%	159,393.75	359,393.75
05/01/2029	-		154,143.75	154,143.75
11/01/2029	210,000.00	5.250%	154,143.75	364,143.75
05/01/2030	-		148,631.25	148,631.25
11/01/2030	220,000.00	5.250%	148,631.25	368,631.25
05/01/2031	-		142,856.25	142,856.25
11/01/2031	230,000.00	5.250%	142,856.25	372,856.25
05/01/2032	-		136,818.75	136,818.75
11/01/2032	245,000.00	5.250%	136,818.75	381,818.75
05/01/2033	-		130,387.50	130,387.50
11/01/2033	255,000.00	5.250%	130,387.50	385,387.50
05/01/2034	-		123,693.75	123,693.75
11/01/2034	270,000.00	5.250%	123,693.75	393,693.75
05/01/2035	-		116,606.25	116,606.25
11/01/2035	285,000.00	5.250%	116,606.25	401,606.25
05/01/2036	-		109,125.00	109,125.00

NAPLES RESERVE

Community Development District

Series 2014

\$7,680,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2036	300,000.00	5.625%	109,125.00	409,125.00
05/01/2037	-		100,687.50	100,687.50
11/01/2037	315,000.00	5.625%	100,687.50	415,687.50
05/01/2038	-		91,828.13	91,828.13
11/01/2038	335,000.00	5.625%	91,828.13	426,828.13
05/01/2039	-		82,406.25	82,406.25
11/01/2039	355,000.00	5.625%	82,406.25	437,406.25
05/01/2040	-		72,421.88	72,421.88
11/01/2040	370,000.00	5.625%	72,421.88	442,421.88
05/01/2041	-		62,015.63	62,015.63
11/01/2041	395,000.00	5.625%	62,015.63	457,015.63
05/01/2042	-		50,906.25	50,906.25
11/01/2042	415,000.00	5.625%	50,906.25	465,906.25
05/01/2043	-		39,234.38	39,234.38
11/01/2043	440,000.00	5.625%	39,234.38	479,234.38
05/01/2044	-		26,859.38	26,859.38
11/01/2044	465,000.00	5.625%	26,859.38	491,859.38
05/01/2045	-		13,781.25	13,781.25
11/01/2045	490,000.00	5.625%	13,781.25	503,781.25
Total	\$6,945,000.00		\$5,808,712.55	\$12,753,712.55

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2018
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected Revenues & Expenditures	Proposed Budget 2022
	Adopted	Actual through 03/31/21	Projected through 9/30/2021		
REVENUES					
Assessment levy: on-roll	\$604,937				\$604,937
Allowable discount (4%)	(24,197)				(24,197)
Assessment levy - net	580,740	\$ 375,999	\$ 204,741	\$ 580,740	580,740
Lot closings	-	29,904	-	29,904	-
Interest	-	2,833	-	2,833	-
Total revenues	580,740	408,736	204,741	613,477	580,740
EXPENDITURES					
Debt service					
Principal	140,000	140,000	-	140,000	150,000
Interest	413,056	207,928	205,128	413,056	407,256
Total debt service	553,056	347,928	205,128	553,056	557,256
Other fees & charges					
Property appraiser	9,074	3,794	5,280	9,074	9,074
Tax collector	12,099	6,870	5,229	12,099	12,099
Total other fees & charges	21,173	10,664	10,509	21,173	21,173
Total expenditures	574,229	358,592	215,637	574,229	578,429
Excess/(deficiency) of revenues over/(under) expenditures	6,511	50,144	(10,896)	39,248	2,311
Fund balance:					
Beginning fund balance	647,982	638,841	688,985	638,841	678,089
Ending fund balance (projected)	\$ 654,493	\$ 688,985	\$ 678,089	\$ 678,089	680,400
Use of fund balance					
Debt service reserve account balance (required)					(280,178)
Interest expense - November 1, 2022					(202,128)
Principal expense - November 1, 2022					(155,000)
Projected fund balance surplus/(deficit) as of September 30, 2022					\$ 43,094

NAPLES RESERVE

Community Development District

Series 2018

\$8,550,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2021	150,000.00	4.000%	205,128.13	355,128.13
05/01/2022	-		202,128.13	202,128.13
11/01/2022	155,000.00	4.000%	202,128.13	357,128.13
05/01/2023	-		199,028.13	199,028.13
11/01/2023	160,000.00	4.000%	199,028.13	359,028.13
05/01/2024	-		195,828.13	195,828.13
11/01/2024	165,000.00	4.625%	195,828.13	360,828.13
05/01/2025	-		192,012.50	192,012.50
11/01/2025	175,000.00	4.625%	192,012.50	367,012.50
05/01/2026	-		187,965.63	187,965.63
11/01/2026	180,000.00	4.625%	187,965.63	367,965.63
05/01/2027	-		183,803.13	183,803.13
11/01/2027	190,000.00	4.625%	183,803.13	373,803.13
05/01/2028	-		179,409.38	179,409.38
11/01/2028	200,000.00	4.625%	179,409.38	379,409.38
05/01/2029	-		174,784.38	174,784.38
11/01/2029	210,000.00	4.625%	174,784.38	384,784.38
05/01/2030	-		169,928.13	169,928.13
11/01/2030	220,000.00	5.000%	169,928.13	389,928.13
05/01/2031	-		164,428.13	164,428.13
11/01/2031	230,000.00	5.000%	164,428.13	394,428.13
05/01/2032	-		158,678.13	158,678.13
11/01/2032	240,000.00	5.000%	158,678.13	398,678.13
05/01/2033	-		152,678.13	152,678.13
11/01/2033	255,000.00	5.000%	152,678.13	407,678.13
05/01/2034	-		146,303.13	146,303.13
11/01/2034	265,000.00	5.000%	146,303.13	411,303.13
05/01/2035	-		139,678.13	139,678.13
11/01/2035	280,000.00	5.000%	139,678.13	419,678.13
05/01/2036	-		132,678.13	132,678.13
11/01/2036	290,000.00	5.000%	132,678.13	422,678.13
05/01/2037	-		125,428.13	125,428.13
11/01/2037	305,000.00	5.000%	125,428.13	430,428.13
05/01/2038	-		117,803.13	117,803.13
11/01/2038	320,000.00	5.000%	117,803.13	437,803.13
05/01/2039	-		109,803.13	109,803.13

NAPLES RESERVE

Community Development District

Series 2018

\$8,550,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2039	340,000.00	5.125%	109,803.13	449,803.13
05/01/2040	-		101,090.63	101,090.63
11/01/2040	355,000.00	5.125%	101,090.63	456,090.63
05/01/2041	-		91,993.75	91,993.75
11/01/2041	375,000.00	5.125%	91,993.75	466,993.75
05/01/2042	-		82,384.38	82,384.38
11/01/2042	395,000.00	5.125%	82,384.38	477,384.38
05/01/2043	-		72,262.50	72,262.50
11/01/2043	415,000.00	5.125%	72,262.50	487,262.50
05/01/2044	-		61,628.13	61,628.13
11/01/2044	435,000.00	5.125%	61,628.13	496,628.13
05/01/2045	-		50,481.25	50,481.25
11/01/2045	455,000.00	5.125%	50,481.25	505,481.25
05/01/2046	-		38,821.88	38,821.88
11/01/2046	480,000.00	5.125%	38,821.88	518,821.88
05/01/2047	-		26,521.88	26,521.88
11/01/2047	505,000.00	5.125%	26,521.88	531,521.88
05/01/2048	-		13,581.25	13,581.25
11/01/2048	530,000.00	5.125%	13,581.25	543,581.25
Total	\$8,275,000.00		\$7,147,390.85	\$15,422,390.85

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
PROJECTED ASSESSMENTS
GENERAL FUND AND DEBT SERVICE FUND
FISCAL YEAR 2022**

On-Roll Assessments

Number of Units	Unit Type	Subdivision Name	Projected Fiscal Year 2022			FY 21 Total Assessment
			GF	DSF	GF & DSF	
79	85' x 130'	Parrot Cay	\$251.35	\$ 1,458.33 *	\$ 1,709.68	\$ 1,559.15
82	78' x 130'	Sparrow Cay	251.35	1,250.00 *	1,501.35	1,350.82
116	64' x 130'	Savannah Lakes	251.35	1,145.83 *	1,397.18	1,246.65
169	53' x 130'	Egret Landing	251.35	1,041.67 *	1,293.02	1,142.49
51	40' x 130'	Mallard Point	251.35	833.33 *	1,084.68	934.15
178	34' x 130' Villa	Coral Harbor	251.35	708.33 **	959.68	809.15
183	76' x 130'	Canoe Landing/Crane Point/Bimini Isles	251.35	1,250.00 **	1,501.35	1,350.82
101	64' x 140'	Sutton Cay	251.35	1,145.83 **	1,397.18	1,246.65
129	53' x 130'	Half Moon Point	251.35	1,041.67 **	1,293.02	1,142.49
1,088						

* Units subject to Series 2014 Bonds

** Units subject to Series 2018 Bonds

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Naples Reserve Community Development District
Attn: Cindy Cerbone District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: JEFF BIEKER
Printed Name

Date: 5-1-21
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Naples Reserve Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board of Supervisors, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Jeff Bieker
Signature

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

7B

RESOLUTION 2021-05

A RESOLUTION 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.

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 appoint the below-recited persons to the offices specified.

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

1. **DISTRICT OFFICERS.** The District officers are as follows:

_____ is appointed Chair

_____ is appointed Vice Chair

Craig Wrathell is appointed Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

Cindy Cerbone is appointed Assistant Secretary

Craig Wrathell is appointed Treasurer

Jeff Pinder is appointed Assistant Treasurer

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

Adopted this 5th day of May, 2021.

ATTEST:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

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cerbonec@whhassociates.com

March 18, 2021

Cindy Cerbone, District Manager
WRATHELL, HUNT AND ASSOCIATES, LLC
2300 Glades Road #410W
Boca Raton, FL 33431

**RE: NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT
NAPLES RESERVE CDD – UPDATED RATE SCHEDULE
HM FILE NO. 2013030**

Dear Cindy:

I am enclosing an updated Rate Schedule for the referenced project for your approval. It is requested that this new Rate Schedule be considered for approval at the next CDD Meeting and used starting in FY 2021. Since Naples Reserve Community Development District is a governmental entity, we propose to use the same rates as our current Collier County Professional Services Contract which is enclosed for reference. The contract was updated by Collier County on February 25, 2020. The updated Rate Schedule will supersede the previous Rate Schedule per our letter dated July 18, 2017.

Below I have listed some of the specific categories with the individuals most likely to work on the project. Please note that individuals not listed may from time-to-time work on the project.

CATEGORY	INDIVIDUAL	2017 RATE	2021 RATE
Sr. Project Manager	W. Terry Cole	\$172	\$201
Sr. Project Manager	Barry Jones	\$172	\$201
Project Manager	Kevin Dowty	\$147	\$165
Senior Designer	Amber Jerguson	\$114	\$128
Senior Inspector	Mike Roddis	\$96	\$117
Senior Technician	Tobi Charbonneau	\$85	\$102

Should you have any questions or require additional information, please feel free to contact me.

Very truly yours,

HOLE MONTES, INC.



W. Terry Cole, P.E.
Vice President/Principal

WTC:tdc

Enclosure

Collier County
Contract
18-7432-UP

SCHEDULE B - ATTACHMENT 1
RATE SCHEDULE

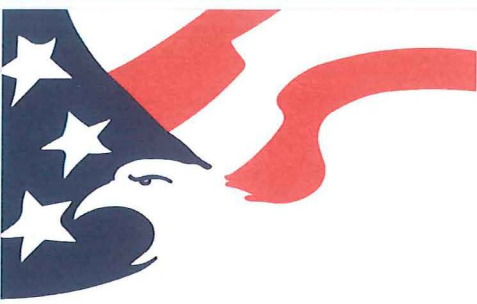
Title	Hourly Rate
Principal	\$238
Senior Project Manager	\$201
Project Manager	\$185
Senior Engineer	\$175
Engineer	\$138
Senior Inspector	\$117
Inspector	\$96
Senior Planner	\$184
Planner	\$130
Senior Designer	\$128
Designer	\$109
Environmental Specialist	\$120
Senior Environmental Specialist	\$156
Scientist/Geologist	\$115
Senior Scientist/Geologist	\$156
Marine Biologist/Hydrogeologist	\$133
Senior Marine Biologist/Hydrogeologist	\$189
Senior GIS Specialist	\$149
GIS Specialist	\$114
Clerical/Administrative	\$73
Senior Technician	\$102
Technician	\$83
Surveyor and Mapper	\$142
CADD Technician	\$98
Survey Crew - 2 man	\$152
Survey Crew - 3 man	\$185
Survey Crew - 4 man	\$218
Senior Architect	\$177
Architect	\$148

The above hourly rates are applicable to Time and Materials task(s) only. The above list may not be all inclusive. Hourly rates for additional categories required to provide particular project services shall be mutually agreed upon by the County and firm, in writing, on a project by project basis, as needed, and will be set forth in the Work Order agreed upon by the parties.

Grant Funded: The above hourly rates are for purposes of providing estimate(s), as required by the grantor agency.

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

10CI



Jennifer J. Edwards Supervisor of Elections

April 20, 2021

Ms Daphne Gillyard
Naples Reserve CDD
2300 Glades Rd Suite 410W
Boca Raton FL 30431

Dear Ms Gillyard,

In compliance with 190.06 of the Florida Statutes this letter is to inform you that the official records of the Collier County Supervisor of Election indicate 986 active registered voters residing in the Naples Reserve CDD as of April 15, 2021.

Should you have any questions regarding election services for this district, please free to contact our office,

Sincerely,

David B. Carpenter
Qualifying Officer
Collier County Supervisor of Elections
(239) 252-8501
Dave.Carpenter@CollierVotes.gov

