

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

The Board of Supervisors of the Naples Reserve Community Development District held a Regular Meeting on February 2, 2023 at 3:00 p.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
Charlene Hill	Assistant Secretary
Gregory Inez	Assistant Secretary
Anna Harmon	Assistant Secretary

Also present, were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Meagan Magaldi	District Counsel
Terry Cole	District Engineer
Jeff Wright	Henderson Franklin Starnes & Holt P.A.
Scott L. Kish II	KTS Group President
Wayne Agnoli	KTS Group Engineer of Record
Jim Carr	KTS Group Engineer of Record

Residents present, were:

Ray Hill	Sean Almy	Samantha Almy	Barbara Ford	David Peterson
Jeff Wright	Ed Secher	Fernanda Secher	Jeanne Coutu	James Oestmann
Brian Carr	Felita Carr	Debi Leeming	Robin Wilson	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Sanchez called the meeting to order at 3:02 p.m.

SECOND ORDER OF BUSINESS

Public Comments

Ms. Sanchez explained the protocols for public comments and noted that the Board and Staff are not required to respond to any questions or comments during the meeting.

Resident Ron Wilson questioned why the CDD does not honor the permit issued by the County and expressed concern about the cost to the CDD, the CDD's insurance and whether the CDD can overrule the County.

Resident Robin Wilson believed the permits were in accordance with the PUD and that the PUD does not specify certain areas for certain construction and, despite multiple inspections, the issue was not raised for a year due to the builder transition. She thinks the issue should be overlooked. She noted this is the only neighborhood where private contractors can build; there are only five builders and only three more homes will have this issue.

Resident Ed Secher expressed his support for the Carrs and wanted his letter read aloud.

Ms. Cerbone stated Staff received four letters today. One individual is present and three are not present. She read all the letters and, while she can read them into the record, verbatim, they all support what others expressed regarding the Carrs.

Per the Board's direction, Ms. Cerbone read four letters into the record, as follows:

Letter from Ms. Susan Freshman, 14599 Topsail Drive:

"I AM IN FAVOR of allowing the house on lot #65 to be built with the covered lanai, pool and spa as it was designed and submitted to Collier County from Day #1."

Letter from Leslie Menaugh, 14777 Leeward Drive:

"Hello, my name is Leslie Menaugh and I live at 14777 Leeward Dr. in Naples Reserve. I AM IN FAVOR of allowing the Carr's house on Lot #65 to be built with the covered lanai, pool & spa as designed, submitted and approved because all governing parties should have caught the mistake at the beginning and not after the house and covered lanai structure was built. This in NO WAY be fair to the owners Felita & Brian Carr who still have to suffer great losses if you force them to tear everything down and relocate everything."

Letter from Jeanne Coutu, 14765 Leeward Drive:

"Hi, my name is Jeanne Coutu, I live at 14765 Leeward Drive in Naples Reserve. If the Collier County approved and permitted Lot #65 with the designed pool, spa and covered lanai, after the house and covered lanai were built, then the CDD notify the owner of the problem. Where are the checks and balances for the construction of the homes? I feel the CDD did not do their job and now the homeowners are the ones who the CDD is punishing. This is not fair to the future residents of Naples Reserve. I am in favor of allowing the house on lot #65 to be built as permitted with their lanai, pool and spa."

Letter from Edward and Fernanda Secher, 14379 Laguna Springs Lane:

“We are in favor of allowing Brian and Felita Carr to complete their home as originally designed on Lot #65 in Parrot Cay, Naples Reserve. We are very concerned that the property owners have been ordered to stop work on the home after having received all proper approvals to build on their lot. Not only will they be deprived of completing their home but they have been suffering severe financial penalties, untold stress and anguish and the delays caused by the order to “cease and desist” has forced them to find alternative housing. The order should be overturned to prevent further delays, disruption and financial penalties to the Carrs.”

THIRD ORDER OF BUSINESS

Chair’s Opening Remarks

Mr. Marquardt had no opening remarks.

FOURTH ORDER OF BUSINESS

Discussion: Letter from Scott L. Kish II, KTS Group on Parrot Cay Lots 63, 65, 70 & 77

Mr. Kish did not read his letter as it is included in the agenda. He wanted to clarify questions and stated his company is in no way hiding from this issue. His Counsel advised him to allow this issue to unfold naturally and to assist the homeowners. His firm is not trying to stand in the way of or advise on what should be done but he is asking for assistance with what he feels was missed in the original submittal process. He abides by Collier County rules; in the City of Naples the rules are somewhat different but his firm turns to the City for guidance.

Mr. Kish introduced Mr. Wayne Agnoli and Mr. Jim Carr, the Engineers of Record, who assist him. They spent a lot of time with the Carrs, Ranallos and Almays designing their homes.

Mr. Kish voiced his opinion that, if a process needs to be corrected, it must be addressed with the County. He apologized for his absence at previous meetings and stated that Ms. Cerbone was helpful informing him of information needed.

Mr. Marquardt stated he does not think anyone believes Mr. Kish is intentionally causing an issue and asked Mr. Kish if he built some homes facing the big lake. Mr. Kish replied affirmatively and stated the first house was built in 2017.

Mr. Marquardt asked if Mr. Kish was aware of the 20’ setback in the irrigation easement before he built these houses and if that was honored. Mr. Kish stated the setback in the easement from the PUD is only 15’ on that side; it was reviewed with Mr. Chris Scott, of the Zoning Department, and there was dialogue about what parts of a house can be in the

easement and what cannot. That is why, for the first lot, which is a landscape lot, the restriction mirrors itself over to the big lake; the extra 5' is only on the interior lake. In meeting, Mr. Scott advised him that, since the house can go up to 15' and accessory back to 5', technically, according to the rule, he can build on the setback line. When the plans were developed it was assumed that the plans can flip to any kind of lot, as he did not want to construct a home on Lot 1 that could not be repeated on an interior lake lot. Mr. Marquardt asked for the size of the irrigation easement on the two lots facing the big lake. Mr. Kish believes it is 5'.

Ms. Cerbone noted Mr. Wright represents the property owners listed in the Fifth, Sixth and Seventh Orders of Business.

Mr. Wright stated, since the last meeting, he worked with the County on the permitting and history in the hopes that his clients can be in their homes, as designed and expected to be constructed. All three lots involve a principal structure, with the encroachments being accessory features at the rear of the lots. The County issues permits so they must approve it and they want to incorporate the CDD's easements into the approval process. The concern is that the CDD is the maintenance entity. In the past, vacation of the easement would remove the encroachment but, in the last ten years, the County has been unwilling to vacate easements and encourages Easement Use Agreements. The Carrs and Ranallos were encouraged to file an Easement Use Application and, if it goes well, the Mianos will follow the same process. The County Attorney's office drafted an Easement Use Agreement and added the CDD as a party.

He discussed the following three options he presented at the last meeting:

1. A Letter of No Objection (LONO).
2. Approve a tri-party agreement or Easement Use Agreement.
3. Approve a stand-alone encroachment agreement.

Mr. Wright stated, while the County already drafted an agreement, the CDD can give consent via any or all of the above solutions. He is encouraged that the County Attorney's office already drafted an agreement that will allow for a solution. If the CDD is not a party to that and prefers to have its own agreement, he believes he can work with the County, with the CDD's consent, via a LONO, joining in an Agreement or a standalone encroachment agreement.

Mr. Wright discussed the options and presented the Encroachment Agreements, which are consistent with the CDD's Dock Encroachment Agreement. The Agreement covers liability, indemnification and CDD access, which gives airtight protection to the CDD and language allows for CDD access to remove structures to maintain the lakes, upon written notice.

Mr. Wright stated he asked Mr. Cole if the CDD can still do its job if these encroachments are allowed and Mr. Cole told him yes. Mr. Wright believes there is no jeopardy for the CDD. The Agreements would be recorded and enforceable and indicate that the owners will pay for everything, if there is a need to go around the encroachments. The Carr’s structure is a lanai roof attached to the permanent residence and was permitted as part of the principal residence. It has been in the original building permit submittal the whole time; the trusses and dimensions are shown. In his opinion, there was a misunderstanding regarding easements on the various lakes and noted that, in each case, the permit applications were completed and filed appropriately with the County. The problem was only recognized when the survey for the separate pool permit was performed, and by that point the principal structures were built.

Mr. Wright discussed the Agreements and stated he worked with District Counsel to develop an Agreement that the CDD would find acceptable.

FIFTH ORDER OF BUSINESS

Discussion/Consideration of Lot Encroachment [Parrot Cay Lot 63]

Mr. Wright presented the Lot Encroachment Agreement for Parrot Cay Lot 63, which is the Miano residence at 14301 Charthouse Circle. Permits were issued for the house, pool, spa, lanai cage, fire bowls and lanai pavers, all potentially within the 5’ easement. Regarding the Certificate of Occupancy (CO), work is ongoing and the home is not inhabitable. Work on the main residence might be completed in February but the pool was rejected. He discussed the pool dimensions and impact if forced to abide by the setbacks, which is not how it was designed and permitted. He noted that the lot does not allow for reconfiguring the layout of the pool.

SIXTH ORDER OF BUSINESS

Discussion/Consideration of Lot Encroachment [Parrot Cay Lot 65]

Mr. Wright presented the Lot Encroachment Agreement for Parrot Cay Lot 65, which is the Carr residence at 14293 Charthouse Circle, for which letters of support were read earlier. He discussed the lanai roof and intention to have a pool, spa, lanai pavers and screen cage enclosure. Regarding the CO, work is ongoing but the pool was rejected. He discussed the pool dimensions and noted that the covered lanai was always part of the primary structure and is 100% built so the financial impact of removal, reengineering and rebuilding it is very expensive. The County encouraged the Carrs to submit the Easement Use Agreement application, which

was submitted on December 16, 2022 and four days later the inspection hold was removed. KTS is back on site and the County appears to be on board. The Carrs would like to avoid litigation.

SEVENTH ORDER OF BUSINESS

Discussion/Consideration of Lot Encroachment [Parrot Cay Lot 70]

Mr. Wright presented the Lot Encroachment Agreement for Parrot Cay Lot 70, which is the Ranallo residence at 14257 Charthouse Circle. The pool was constructed and the owner intends to have a spa, lanai pavers and screen enclosure. The CO was filed and the pool is on hold. He discussed the pool dimensions noting that removing 5’ would be unsatisfactory.

Mr. Wright felt that, ideally, the CDD should approve the Encroachment Agreements and he will work with District Counsel, as necessary.

Ms. Cerbone recalled that, at the last meeting, a blanket number of feet was requested for all affected parties and the Board wanted specifics for each property. She discussed the documents with Ms. Magaldi and they believe he achieved that with the documents but it is important to describe the original request and the current request in the agenda book.

Mr. Wright stated the Parrot Cay Lot 63 original request was 336.42 square feet (sq ft), which is the same today; no structures are built ; the easement is simply to accommodate the lanai as the plans have not changed. The drawing line table indicates that each side line is 5’.

Mr. Wright stated that the Parrot Cay Lot 65 original request was 350 sq ft and the current request is 292.78 sq ft; the drawing line table indicates that the side lines are no longer 5’; the side lines now measure 4.27’ and 4.08’.

Mr. Wright stated that the Parrot Cay Lot 70 original request was 330 sq ft and the current request is 277.77 sq ft; the reduction is attributable to the shape of the lot.

Mr. Marquardt asked if the plan includes pavers. Mr. Wright stated there are pavers on the deck but no pavers are planned outside of the gray area.

Ms. Harmon read the following letter from Lisa Wild of the Design Review Committee (DRC):

“It was brought to the DRC’s attention back in April 21, 2022 that the pool project at 14257 Charthouse Circle has been stalled. I reached out to the Ranallos to understand why the project had come to a halt. On meeting with Mr. Ranallo, he stated that he was not clear as to why the pool project had been stopped and he expressed frustration with his builder. After some investigation with the Collier County permitting department, the Naples Reserve

Compliance Committee discovered that the builder stopped due to the location of the pool after a spot survey was performed. I discussed with Mr. Ranallo that the original pool project that was submitted to the County was not what was built. When we discussed the spot survey, and that there was an extra 2' added to the pool, I asked why that happened. Mr. Ranallo explained that it was an afterthought, that he wanted to be able to go to the other side of the pool from the deck in order to save someone if they needed help. He then stated he would rather ask for forgiveness than permission, so he went ahead and built out 2' past the pool deck. I suggested that he remove the extra 2' and he said that he would request a variance and try to keep it. I also requested several times a new DRC application since the application had expired and was over a year old, along with modifications and plans to correct the issues of the pool. He told me he had the plans with corrections but never provided them to the DRC. As of November 18, 2022, the DRC still has not received a modified application, application fees, or updated permits. Is this licensed with the pool company and certificates? I had an email exchange with Scott Kish from KTS and still have not received any of the documents the DRC was requesting. The permit was extended back in August 2022 but it has now expired once again as of November 13, 2022. Thank you, Lisa Wild, Naples Reserve Design Review Committee."

Mr. Wright stated Mr. Ranallo might have more details than he does and noted that structures were built or permitted and the owners want to exercise their right to enjoy their homes. In his opinion, there is no HOA interest in the easement encroachments. The owner is requesting a dimensional encroachment into a CDD easement; he views this as a dimensional request to allow the improvements to exist in the CDD easement and/or right-of-way (ROW). While it might trigger approvals from the HOA, he sees it as a County and CDD issue.

Ms. Hill questioned how the square footage of the Ranallo's pool went from 330 sq ft to 270 sq ft if it was already built. Mr. Wright referred to the drawing and showed how the pool was pulled back at the corners rather than following the scalloped shape along the lakefront.

Mr. Ranallo requested forgiveness with regard to the additional 2' because he was advised that it would be incidental as long as he receives a variance from the HOA. A Board Member stated it would only be incidental for pavers; a cage is not incidental. Mr. Ranallo stated he advised Ms. Wild that he did not want to remove the construction as it was approved by the HOA. Mr. Marquardt asked if Mr. Ranallo had proof of the variance. Mr. Wright stated he has something but he was not expecting to need it today.

Mr. Marquardt stated the HOA has a stake in this and the HOA reviews the pools but the CDD has a decision to make. He asked Mr. Ranallo if the CDD was the first party to inform him about the CDD's issue with these four lots.

Mr. Kish stated KTS's spot surveys required by the County to locate the shelf triggered awareness of the easement. Mr. Ranallo already had an active pool permit approved by the County. Two inspections were passed and then the spot survey and bonding inspection were completed. The pool was within ½" from where projected. The permit was approved and the spot survey checked out; it was only at that time that they were advised of the easement issue.

Mr. Marquardt asked if the exhibit includes the additional 2'. Mr. Kish stated the exhibit represents what is built, not inclusive of the extra 2' of foundation; it ends at the end of his deck. Ms. Cerbone stated therefore the exhibit is correct. Mr. Kish stated the exhibit is correct and it does not include the additional 2'. It is a below grade footer; grass could grow over it and it is not part of his lanai deck.

Ms. Godfrey noted the Board is struggling with several things. She recalled two property owners building pools who encountered issues and took steps to abide by the rules and avoid encroaching in the CDD easement. The CDD has \$15 million in assets in the lakes that support the community. The subject has been under discussion for seven months. She asked if reconfiguring their pools/decks to avoid building within an easement was discussed with the owners. Mr. Wright replied affirmatively and stated the cost, aesthetics and County's suggestion for an Easement Use Agreement led to the decision to pursue the current path.

Ms. Hill stated the pool was permitted on May 29, 2021 and asked if that is the pool that is there now. Ms. Harmon read the following letter received from Mr. Bob Cord, of the Compliance Committee:

"On April 22 I met with Mr. Pat Ranallo at his home on 14257 Trothouse Circle to discuss the nuisance violation. The visit was a courtesy call by the Compliance Chair to help the Ranallo family understand the compliance process for the violation and how they could come back into compliance. Due to the incomplete pool project, there was stagnant water and debris in the pool. Some trash and debris were near the shoreline and in the lake. The debris had blown in the lake from the pool deck area and the litter was evident in the adjacent properties. There was no orange safety barrier around the pool, which is required by Collier County in our Governing Documents. Mr. Ranallo was extremely helpful and cooperative with information during our meeting. He seemed to not know why the project had been stopped and expressed

appreciation to the HOA, DRC and Compliance Committees with our attention on the pool inactivity. Our involvement might encourage the builder to get the project done, he said. Mr. Ranallo seemed frustrated with the builder for not completing the pool. It did seem that he blamed the builder for the delays or lack of follow up for the pool completion. I relayed to Mr. Ranallo the information from the Collier County permit website, the reason the pool construction was halted. Public information indicated a spot survey inspection had been done on another pool and there was now an encroachment into the easement, so the County stopped the project. The pool layout had incorrect measurements compared to the approved Collier County permit for the builder's pool. It was after hearing this about the construction stoppage that Mr. Ranallo told me that it is better to ask for forgiveness than to ask for permission sometimes. At the time we did not realize that the design of the pool project had been changed as an afterthought and the permit was not amended to reflect that change of design which is required. I advised the owner that Collier County Building Department and the CDD were very organized entities and regulate rather uniformly. It was then Mr. Ranallo told me that there are always ways to get around the easements. There was a confidence Mr. Ranallo had that it will all be worked out and he will be allowed to build the pool even though it was not built to the approved County plan. I presented the stages of the Compliance Process for the nuisance violations to Mr. Ranallo so he would understand what type of notifications and fines he would be receiving if no remediation of the violation. I believe Mr. Ranallo thought the Compliance Enforcement would help the builder finish the project and welcomed the process. The last part of the visit was Mr. Ranallo was going to have a meeting as soon as possible with the builder, Scott Kish, in hopes of resolving the issue. I mentioned that the County would need to be contacted as soon as possible since they were the authority that stopped the building process due to the encroachment. Mr. Ranallo gave me a tour of his home and then I left. Barbara Ford, Compliance Committee Chair"

Mr. Ranallo thinks confusion arose because many said the additional 2' footing for the lanai is part of the pool but it is not and asked if that is correct. Mr. Cole stated he is correct. Mr. Ranallo stated this footing was installed and approved by the HOA, with a variance, but the pavers are still not installed. He provided documents for the variance to Ms. Julie Buchanan and approval was received from the former HOA but he will remove them if he must.

Ms. Cerbone stated she and Ms. Magaldi have a copy of the April 20, 2021 document, sent by Mr. Wright, which is signed by Don. Mr. Marquardt stated he is a former Board

Member. Ms. Cerbone noted the letter states a 24” variance was granted due to the curve of the lot and a safety issue with helping anyone inside the pool in case of an emergency.

Ms. Magaldi stated the Encroachment Agreement specifically defines improvements as a pool, spa, lanai, pavers and screened enclosure; Exhibit A depicts a highlighted area where the defined improvements will be located. She asked if the Exhibit is correct and will all the defined improvements be located within the gray area on Exhibit A, including the footers. She noted that all improvements, both currently constructed and to be constructed, need to be located within the gray area on Exhibit A. Mr. Wright stated that is correct. As Mr. Ranallo indicated, the pavers are not part of this area and he had a variance from the HOA that would be a further encroachment into the easement. Mr. Ranallo stated he will remove that encroachment if necessary; this request is limited to the gray area on the Exhibit.

EIGHTH ORDER OF BUSINESS

Discussion/Consideration of Lot Encroachment [Parrot Cay Lot 77]

This item will be on the March 9, 2023 Continued Meeting agenda.

Resident Samantha Almy presented documentation relating to the requested Lot Encroachment Agreement for Parrot Cay Lot 77, at 14219 Charthouse Circle. She believes her situation and the proposed path forward is the same as for the other lots. Her features include a pool, spa, cage and lanai. The original request was for 344 sq ft. If a break in the cage is constructed as shown on Page 10 of her submission, the encroachment would be 218 sq ft. She discussed the pool dimensions and why there is resistance to changing the configuration. She noted that the houses are already constructed and the pool cannot be installed closer to the house due to regulations. She recalled a claim that this situation exists because the houses are supersized and noted that her house is the exact same house as two others on Charthouse Court and they are not able to have a similar pool due to the situation. She believed a report would be forthcoming based on the comments at the last meeting. She stated none of the homeowners take this matter lightly and other avenues would have been pursued, if possible.

Mr. Carr, of Lot 65, thanked the Board. He asked if the two homes whose owners were unable to construct a pool were purchased without a pool. Ms. Godfrey replied affirmatively.

Mr. Carr stated his home was purchased with a pool and covered lanai designed into the structure. He discussed the design of the existing lanai structure, the possible effect on his home and property value if encroachment is denied, the size of other homes and pools in the

CDD and his expectations for the home. He voiced his opinion that the Board is preventing his pool and lanai construction and stated the County is on board and the builder is ready.

Mr. Marquardt stated numerous builders in the community understood and abided by the setback. Mr. Carr stated his belief that his case justifies an exception.

Mr. Marquardt stated he had viewed the property and agreed with Mr. Carr's assessment regarding the construction limitations, which seem more limited than any other properties. Ms. Godfrey stated she saw it as well. Mr. Carr stated all Board Members are welcome to look at the property, notwithstanding the "No Trespassing" signs.

Resident Joe Miano, of Lot 63, stated he found the County's performance disheartening. He discussed the process of his home purchase, a failed inspection, inability to reconfigure the pool, the further steps the County required before clearing installation of the stem wall and multiple times the County inspected and required additional steps only to say that the CDD has the issue. He feels that the County should vacate rather than putting the responsibility on the CDD. He stated they would have moved the pool if they could.

Mr. Ranallo wanted to clarify his statement as reported by Ms. Lisa Wild and Ms. Barbara Ford and explained that, when he stated there is always a way to get around an easement, it was not a malicious statement; he meant that there are variances, vacations etc., and, if it was wrong, it would be attacked in that way. He stated that all these homeowners want is what they purchased and what was approved. He asked if it should have been automatically grandfathered in, given that I-Star was acting as the CDD while they were building it, before they turned it over. Mr. Marquardt stated the CDD Board was created and the Developer was on the Board, along with others not employed by the Builder.

Mr. Ranallo voiced his opinion that the easement is in place for lake maintenance and the question should be whether the lake be maintained with the four easements or vacations.

Ms. Almy stated they are in this situation through no fault of their own and this is causing an emotional consequence. While some homeowners have taken pools out, she questioned if that should be the precedent for them. In her opinion, the Agreement exists for reasons such as this, where innocent homeowners are being penalized for the mistakes of others and where there is no reasonable, good solution.

Mr. Kish stated, with regard to precedents, he has a client on Lot 62 whose permit was just issued and assured that no client of his will ever be in a situation like this again because his

new clients are told about what happened to Mr. Ranallo. There was no way to know that this situation existed until after the fact but he will ensure it does not happen again.

Ms. Cerbone stated that each agenda item is distinct and separate from each other and decisions to approve or to not approve must be for very specific reasons.

Ms. Magaldi encouraged the Board to discuss contingencies that might be placed on any of the Agreements.

Mr. Marquardt suggested the lots be considered as they appear in the agenda.

▪ **Discussion Resumed: Lot Encroachment [Parrot Cay Lot 63]**

Ms. Magaldi stated the motions will be to grant the encroachments as shown on Exhibit A, which is limited only to those improvements specifically listed in Recital C.

Mr. Cole distributed a handout and discussed the irrigation and lake maintenance easements, Napier proposal to locate the irrigation control boxes, relocating irrigation, etc.

Ms. Magaldi discussed conditions that approval of the easement encroachment should be contingent upon.

Discussion ensued regarding seek reimbursement of Engineering and Legal expenses and fees, estimated time spent and fees incurred thus far and a contingency for repair of any lake bank erosion.

Ms. Cerbone stated the CDD will obtain an estimate and hold funds in escrow until the final repair bill is received.

Mr. Inez noted that the Encroachment Agreement requires owners to pay any additional costs incurred for additional machinery necessitated by the improvement.

On MOTION by Ms. Hill and seconded by with Ms. Harmon, with Ms. Hill, Ms. Harmon, Ms. Godfrey and Mr. Inez in favor and Mr. Marquardt dissenting, the easement encroachment request and Encroachment Agreement for Lot 63, in substantial form and subject to the property owner submitting a check for \$300 for the irrigation line locate and the CDD refunding the difference if the total cost is less than \$300, and if the irrigation line must be relocated, submittal of a check by the property owner for the expense, once an estimate is provided for the CDD to have the work performed, and the CDD refunding the difference if the total cost is less than the estimate, and the property owner paying their equal proportionate share of the Legal and Engineering fees and expenses incurred by the CDD, and the property owner paying for any applicable lake bank erosion repairs, was approved. [Motion passed 4-1]

Ms. Cerbone stated she will gather necessary information from the District Engineer and District Counsel; her office will be in touch with Mr. Wright and copy the property owner.

- **Discussion Resumed: Lot Encroachment [Parrot Cay Lot 65]**

On MOTION by Ms. Godfrey and seconded by with Mr. Inez, with all in favor, the easement encroachment request and Encroachment Agreement for Lot 65, in substantial form and subject to the property owner submitting a check for \$300 for the irrigation line locate and the CDD refunding the difference if the total cost is less than \$300, and if the irrigation line must be relocated, submittal of a check by the property owner for the expense, once an estimate is provided for the CDD to have the work performed, and the CDD refunding the difference if the total cost is less than the estimate, and the property owner paying their equal proportionate share of the Legal and Engineering fees and expenses incurred by the CDD, and the property owner paying for any applicable lake bank erosion repairs, was approved.

- **Discussion Resumed: Lot Encroachment [Parrot Cay Lot 70]**

Ms. Godfrey left the meeting at approximately 4:53 p.m.

On MOTION by Mr. Inez and seconded by with Ms. Hill, with Ms. Hill and Mr. Inez in favor and Mr. Marquardt and Ms. Harmon dissenting, the easement encroachment request and Encroachment Agreement for Lot 70, in substantial form and subject to the property owner submitting a check for \$300 for the irrigation line locate and the CDD refunding the difference if the total cost is less than \$300, and if the irrigation line must be relocated, submittal of a check by the property owner for the expense, once an estimate is provided for the CDD to have the work performed, and the CDD refunding the difference if the total cost is less than the estimate, and the property owner paying their equal proportionate share of the Legal and Engineering fees and expenses incurred by the CDD, and the property owner paying for any applicable lake bank erosion repairs, was not approved. [Motion failed 2-2]

This item will be on the March 9, 2023 Continued Meeting agenda.

- **Discussion: Littorals Request by Mr. Livingston**

This item was an addition to the agenda.

Ms. Cerbone stated this request was previously addressed by the Board but the homeowner was unable to remain at the meeting. Mr. Livingston’s lake does not require littorals, under the permit. The Board decided not to install littorals, as some people do not like

them and they are not required by the permit. Ms. Cerbone stated that Mr. Livingston offered to make a contribution to the CDD in order to have littorals installed. Ms. Magaldi was directed to research whether this is permissible. Mr. Marquardt recalled previous Board discussions and the concern that homeowner opinions vary.

This item was tabled and will be included on the next agenda.

NINTH ORDER OF BUSINESS

**Discussion/ Consideration of
Communication to Homeowners**

This item was presented following the Thirteenth Order of Business.

TENTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of December 31, 2022**

This item was deferred.

ELEVENTH ORDER OF BUSINESS

**Approval of December 1, 2022 Regular
Meeting Minutes**

This item was deferred.

TWELFTH ORDER OF BUSINESS

Other Business

This item was deferred.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

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

This item was deferred.

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

I. Update: Hurricane Ian Inspection Report

Mr. Cole presented the Hurricane Ian Inspection Report. The stormwater management system was functioning well aside from the necessary cleanout of several inches of sand.

II. Update: Inspection Report for Lake 21 Along the Crane Point Lots

Mr. Cole presented the Inspection Report and stated the area should have been maintained long ago. He noted the following:

- Numerous areas are missing silt fence and the weeds are overgrown.
- Many lake banks need repairs following development and pool installations. Numerous items need to be addressed by builders, including swales and a depression.
- The CDD is responsible for maintaining the lake bank since the lakes were deeded to the CDD two years ago. A proposal was requested from Napier Sprinkler for repairs to 15 lots at a cost of \$35,000. He suggested a walkthrough and requesting a quote for all sprinkler repairs. He estimated the repairs will total as much as \$60,000.

III. Consideration of Napier Sprinkler Proposal for Lake Erosion Repairs in Various Lakes

Mr. Cole presented Napier Sprinkler, Inc. (Napier) Proposal #c946, in the amount of approximately \$83,300, which was approved last May but the work was not done then due to lake levels and remains to be done.

Mr. Cole presented Napier Proposal #c1037, in the amount of approximately \$50,000, for other lakes.

Referring to Page 2 of the Financial Statements, Mr. Cole stated that \$100,000 is budgeted for “Other repairs and maintenance” and will fund the \$83,000 expense.

Mr. Cole noted that \$260,000 is budgeted in the “Lake bank remediation” line item. In addition to the \$83,000 already approved, he recommended approving up to a total of \$300,000, to be documented with proposals at the next meeting, consisting of the \$50,000 already identified, \$50,000 with Crane Point and \$70,000 to \$100,000 for geotubes at Lake 24.

Ms. Cerbone noted that a total of \$360,000 is currently budgeted for lake bank repairs. Ms. Hill asked if the CDD can recover funds from Stock Development for the Crane Point issues. Mr. Marquardt stated he received pushback from the Developer because the grade was correct when the signoff was completed. The builders or pool companies are to blame but the repair costs do not exceed the cost of potential legal fees. The consensus was to approve the expenditure and pursue reimbursement from Stock Development and/or the builders through other methods.

On MOTION by Mr. Marquardt and seconded by Ms. Harmon, with all in favor, authorizing lake bank erosion repairs, as discussed, in a total not-to-exceed amount of \$300,000, and authorizing Staff to prepare a form of agreement, and authorizing the Chair or Vice Chair to execute, was approved.

Mr. Cole stated the contractors will store equipment and materials by the boat ramp; this was coordinated with Mr. Willis.

Mr. Marquardt asked for information about the dates and areas of upcoming work to be shared in a communication to residents.

Ms. Cerbone noted a Temporary Construction Access Agreement or a Staging Area Agreement will be needed.

On MOTION by Mr. Marquardt and seconded by Ms. Harmon, with all in favor, authorizing Staff to prepare a form of Temporary Construction Access Agreement or a Staging Area Agreement, as appropriate, and authorizing the Chair to execute, was approved.

Discussion ensued regarding recessing and reconvening this meeting to Thursday, February 9, 2023 at 10:30 a.m., assuming a meeting location is available.

Discussion ensued regarding addressing the Lot Encroachment for Lot 77.

Ms. Magaldi stated the Almys do not have an Encroachment Agreement in the packet because they are not represented by Mr. Wright. She offered to prepare an Agreement and asked the Almys to email her a clean copy of revised Exhibit A and that they specifically delineate existing and planned improvements, as delineated in the Recitals on Page 1, Paragraph C, of the Encroachment Agreements.

IV. Drainage Easements and Lake Conveyance Maps

This item was deferred.

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

- **Update: Lake #7 Maintenance and Mitigation**
- **Update: Superior Waterway Services, Inc., Aeration Repair Service Agreement**

This item was deferred.

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

- **NEXT MEETING DATE: March 2, 2023 at 10:30 AM**
 - **QUORUM CHECK**

▪ **Discussion/ Consideration of Communication to Homeowners**

This item, previously the Ninth Order of Business, was presented out of order.

Ms. Hill stated she asked Mr. Willis to survey Mallard Point to confirm that every access point is blocked. Mr. Willis confirmed that last week; however, SOLitude has been servicing the lake with man packs. He also determined that that side of the lake can be accessed from Naples Reserve Boulevard. Equipment can be brought in so they are recommending, rather than potentially asking, those Mallard homeowners to remove all obstructions.

Discussion ensued regarding amendments to be made to the communication.

On MOTION by Mr. Marquardt and seconded by with Mr. Inez, with all in favor, the communication to homeowners, as amended, was approved.

FOURTEENTH ORDER OF BUSINESS

Public Comments

A resident stated, when the Developer left, her builder agreed to clean up the mess left behind. She was surprised that Stock Development is not cooperative.

Resident David McLoughlin asked how new development in the CDD will affect lake levels. Mr. Cole stated each development is designed and permitted on its own. The master water management system is designed to protect the CDD in 25-year and 100-year storms. Water use permitting for irrigation is managed through the Water Management District.

FIFTEENTH ORDER OF BUSINESS

Supervisors' Requests

There were no Supervisors' requests.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Marquardt and seconded by Ms. Hill, with all in favor, the meeting recessed at 5:26 p.m. and was continued to Thursday, February 9, 2023 at 10:30 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair