

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

The Board of Supervisors of the Naples Reserve Community Development District held a Continued Regular Meeting on February 9, 2023 at 10:30 a.m., at the Island Club at Naples Reserve, Activities Room, 14885 Naples Reserve Circle, Naples, Florida 34114.

Present at the meeting were:

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| Thomas Marquardt | Chair |
| Deborah Lee Godfrey | Vice Chair |
| Charlene Hill | Assistant Secretary |
| Gregory Inez | Assistant Secretary |
| Anna Harmon | Assistant Secretary |

Also present, were:

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| Jamie Sanchez | District Manager |
| Andrew Kantarzhi | Wrathell, Hunt and Associates, LLC (WHA) |
| Shane Willis | Operations Manager |
| Meagan Magaldi | District Counsel |
| Terry Cole | District Engineer |
| Jeff Wright | Henderson Franklin Starnes & Holt P.A. |
| Scott L. Kish II | KTS Group President |

Residents present, were:

| | | | | |
|-------------|--------------|------------|----------------|----------------|
| Lisa Wild | Pat Ranallo | Sean Almy | Samantha Almy | Heidi McIntyre |
| Felita Carr | Jeanne Coutu | Ron Wilson | Sandy Bogosian | |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Sanchez called the meeting to order at 10:31 a.m.

SECOND ORDER OF BUSINESS

Public Comments

Ms. Sanchez explained the protocols for public comments.

No members of the public spoke.

Ms. Sanchez read the following letter from Ms. Felita Carr into the record from:

“Thank you all for taking the time to have this special meeting for the other two Lot owners so that a resolution for both can be met. By getting to know all four lot owners over the

past six months, I know that not one of us would have wanted to be put in this situation. We have all spent countless hours agonizing about how this all could have occurred.

I have done a fair amount of research on the County GMD portal to understand how this could have happened to all four property owners. By studying the GMD website, I found and concluded that all four of these properties were issued Permits by the county in the exact same manner. We all have a permitted 15’ principal structure setback and 5’ accessory setback. We all relied on the county and professionals involved to get these permits correct. Unfortunately, we were the victims of a series of mistakes which I believe you are all now aware of.

I know these two remaining Lot owners (70 and 77) took initiatives to correct the encroachments particular to their lots. I hope that the CDD recognizes their sincere efforts for a desired outcome. Lot 70 took out his 2’ grade wall which was the source of a lot of discussion on February 2, 2023. Lot 77 did a partial redesign on their pool area so that the encroachment footprint would be reduced.

I personally got to know every one of these individuals by being tossed into very similar unfortunate circumstances. I can attest to the fact that by going through this process it has proved to be a grueling and arduous one. I am in support of the CDD voting in favor for Lots 70 and 77 by allowing them both to enter into an Easement Use Agreement with the CDD.

Thanks very much for your time. We all appreciate the CDD’s efforts to work with all four of the property owners. Hopefully this issue will become a part of the past and the residents within the Naples Reserve community will understand the unique conditions.

Felita Carr, Lot 65 Parrot Cay owner”

THIRD ORDER OF BUSINESS

Chair’s Opening Remarks

Mr. Marquardt had no opening remarks.

FOURTH ORDER OF BUSINESS

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

Ms. Sanchez stated Mr. and Mrs. Almy provided the required information and District Counsel updated the Encroachment Agreement included in the agenda.

Resident Samantha Almy presented the documentation relating to the requested Lot Encroachment Agreement for Parrot Cay Lot 77, at 14219 Charthouse Circle. Their original

request was for 344 square feet (sq ft). The current redesign requires a 40% smaller encroachment of 219 sq ft. It is not possible to move the pool closer to the house.

Mr. Marquardt thanked the Almys for making the changes.

Ms. Hill stated she visited the Almy property with the builder after the last meeting and observed that the Almy’s encroachment is the same 5’ as the Mianos that was approved last week. She observed that the Almys have the smallest total square footage of all four properties that were under consideration, including two whose encroachments were approved last week.

Ms. Sanchez stated the motion to be considered would be the same as for those approved at the last meeting, including submittal of checks, via FedEx or UPS, for irrigation line relocation and/or lake bank erosion remediation, as necessary, once an estimate is provided.

On MOTION by Mr. Inez and seconded by with Ms. Hill, with all in favor, the easement encroachment request and Encroachment Agreement for Lot 77, 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 via FedEx or UPS 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 by submittal of a check via FedEx or UPS, once an estimate is provided, was approved.

FIFTH ORDER OF BUSINESS

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

Mr. Ranallo read his letter into the record, as follows:

“Dear CDD and Naples Reserve CDD Board:

Two and a half years ago I decided it was time. Time to stop the hustle of a 40 year career as a commercial plumbing contractor in Chicago and time to enjoy whatever the next stage of life was to bring alongside me and my wife Patricia. I have known nothing but the hustle and the unknown of being retired was more than frightening. My wife and I traveled to various places in Florida but nothing felt close enough to home like Naples and more specifically, Naples Reserve. We knew the second we came into Naples Reserve, this was the place for us. We were welcomed by so many people before we even selected a builder or

became neighbors and we continue to make friends since. Unfortunately, to our continued disbelief, we selected a builder and some mistakes were made. We are beside ourselves; we were told our house would be finished in June of 2021 and in February 2023 I sit before you tens of thousands of dollars of legal fees without my home completed. I want to apologize to each one of you as I find myself in unknown territory. You can imagine this unfathomable situation has put me in a situation that I am looking to desperately end. I know how important the CDD and its Boards are and I can assure you I am here to be a good friend, neighbor and citizen and to uphold the laws of this neighborhood. I have written letters and had meetings with Lisa Wild and Barbara Ford and when I heard some of the terms I used I hear them in a different context in which they were meant. When I said there are ways to get around setbacks and easements I can assure you it was not intended to be malicious. I meant there are variances and vacations in place to allow situations like this to be acceptable. I understand now that however I meant them, how they were received were less than ideal and I can assure you this will not happen again. My wife and I are trying to stop from losing more of this situation and to start our lives in Florida here. Following the approval of designs with KTS, our builder was responsible for the installation of the pool. I do not believe we changed anything from the original design except to add a water feature. After the pool was installed that is when I noticed the lanai cage was going to sit on the edge of the pool. That is when I thought it would be best to walk around the pool for safety of my wife who has nerve damage and my grandchildren, who I hope visit often. It would also be convenient for fixing items or cleaning the pool of course. When I asked Scott with KTS about it he said that we have to get a variance from the HOA and that he was not going to hold up the pool until I received the variance. I agreed not to hold up anything and went to the HOA and found out the proper protocol and to receive a variance, which I received April 21, 2021. The builder, Scott, connected and dealt with the concrete company directly and he told me we would not need permits because it is incidental concrete for the lanai. I am from Chicago and as a contractor myself I know all the building and permit codes that need to be upheld but in Florida I am unfamiliar. Given KTS has built many homes before mine I could not imagine they would not have followed the appropriate rules. That is when the 24" for the lanai was installed. All this happened before I knew what a CDD was. I had only learned of the CDD when the County reached out about the easement. Lisa Wild and Barbara Ford contacted me a month after our pool was installed and was at a standstill and the concrete for the extra 24" had been installed already, advising me that the project seemed

abandoned. I informed them of the situation with the builder, the county and the CDD. That's when they both asked me where the permits were for the concrete and told me I should remove it. They stated the county would have to have a permit for it. I was always up front and cooperative with both of them, including letting them know that if the CDD would not pass the permit I would have the concrete removed. Even though this was on the builder, it would cost me more money. I understand that the CDD and Board don't know me other than from this terrible situation and I want you to know this is not me. I am a kind of a hardworking man from Chicago who came to Naples Reserve because I like the community and how it is run. I have made countless friends here already. I am a professional and honest, now-retired businessman and have been supportive of my village, community and board for more than 40 years in the suburb of Chicago that I raised my three children in. Following my retirement, I was even appointed Road Commissioner for our Township to fill an unexpected void and to help negotiate a union contract for people working at the Highway Department that was fair to both the employees and the Township. It had been a situation in the Township for over a year and I was able to get that completed in less than 60 days. This is who I am and who I will continue to be in my new community. Over this weekend I initiated the removal of the concrete for the extra 24" in the lanai and I have attached pictures to support it all. Even though it was my builder who kind of misled me, I took it out. Again, I am sorry. I wanted to come to this meeting showing the Board the real me. I want to uphold your expectation and want to show you that I simply want to put this situation behind us as the Carrs and the Mianos have done. Please accept my apology and know I am grateful for all the hard work you have done and continue to do. I know these positions are voluntary and I appreciate your commitment to the community."

Ms. Harmon noted that now that the aforementioned concrete is out, the Encroachment Agreement will only apply to that which the City originally approved.

Discussion ensued regarding removal of the concrete, inspecting the area and locating and possibly relocating irrigation lines in the vicinity.

Ms. Sanchez stated the motion to be considered for the Parrot Cay Lot 70 would be the same as for those approved at the last meeting, including submittal of checks, via FedEx or UPS, for irrigation line relocation and/or lake bank erosion remediation, as necessary, once an estimate is provided.

Discussion ensued regarding an additional contingency stating that “All fees, liens, fines and assessments that have been made due to the issues that have passed over the past 24 months be cleaned up and paid to the HOA as part of this approval process.”

Mr. Wright did not have any problem with the spirit of the conditions. He advised that he contacted HOA Counsel, Ms. Klya Thompson, regarding the \$5,000 recorded lien currently encumbering this property. As the HOA has a process for settling liens, he wants assurance that the CDD will not require them to pay the lien in full but would allow them to follow the HOA payment process.

Lien processes, removal of encumbrances, verbiage and timeframe were discussed.

Mr. Wright stated all reasonable and diligent efforts would be made regarding the issue.

Mr. Ranallo offered to give his attorney \$5,800 to hold in escrow for outstanding fees.

The consensus was to add the following additional contingency:

- Reasonable, diligent efforts to resolve all Liens, assessments and/or debts levied by the HOA.

On MOTION by Mr. Inez and seconded by with Ms. Hill, with all in favor, the easement encroachment request and Encroachment Agreement for Lot 77, 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 via FedEx or UPS 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, the property owner paying for any applicable lake bank erosion repairs by submittal of a check via FedEx or UPS, once an estimate is provided, and taking reasonable, diligent efforts to resolve all Liens, assessments and/or debts levied by the HOA, was approved.

Ms. Hill recalled several public comments at the last meeting and noted that this issue first came to the CDD Board in August 2022, a full year and a month after Mr. Ranallo’s pool construction was stopped.

Mr. Marquardt expressed concern about the how the CDD Board learned of the issue, which was via a spot inspection. He felt that it was unfair that the first notice to the homeowner was a CDD letter and stated his belief that the builder, the County, a lawyer or someone should have pointed this out long before the CDD letter was sent.

Ms. Godfrey stated the easement has been in place since the entire development was platted. While it was missed by a number of parties, the CDD had to rectify the issue and the Board should not have to deal with this issue again in the future. She stressed that easements are in place for a purpose and they are not meant to be built in.

Mr. Marquardt empathized with the homeowners and noted that this was very difficult for the Board, as they recognized the difficulty and wished the process could have moved faster; however, the Board had to follow due diligence as they represent everybody in the CDD.

Mr. Ranallo thanked the Board.

Mr. Cole stated, based on recent emails, he understands that two \$300 checks were received and two more will be sent today. He will advise Napier Sprinkler to locate the lines.

Mr. Cole stated, based on his inspector's previous report, only one lot appeared to have erosion. He will personally inspect the lots for erosion and notify Ms. Sanchez, who will inform the Board. Asked how long location should take, Mr. Cole estimated he should know by the end of next week. He noted that silt fence problems are found throughout the CDD and he will report if any are found on these four lots.

SIXTH ORDER OF BUSINESS

Other Business

Mr. Marquardt stated he received an email about the need to remove trees in the right-of-way (ROW) that were planted by the Developer.

Discussion ensued regarding the communication sent to homeowners, trees planted by the Developer when the community was first built, perceived unfairness of requiring homeowners to remove trees in the ROW and investigating these types of claims.

Ms. Wild stated it has been decided at HOA meetings that trees can be removed from the lake easement but they cannot be replaced. A builder asked to move trees planted by the Developer to 5' closer to the lake; the builder was advised that the trees can be removed from the lake easement but they cannot be moved closer to the lake.

SEVENTH ORDER OF BUSINESS

Staff Reports

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

Ms. Magaldi stated a resident inquired about cleaning up trash and debris on a lake. She advised that a company, such as SOLitude, be hired for this and that volunteers not be permitted to clear debris on lakes.

Mr. Willis stated that cleanup is part of SOLitude's contract; he will ask SOLitude to pay particular attention to trash cleanup. If more cleanup is necessary than provided for in the contract, it would be invoiced separately. He will work with Mr. Cole to address removal of construction debris.

Mr. Willis advised against allowing any residents to perform any type of lake cleanup.

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

- **Update: Drainage Easements and Lake Conveyance Maps**

Mr. Cole reported the following:

- Inspectors are evaluating Crane Point this morning and a proposal will be provided.
- A proposal will be requested from Landshore Lake Restoration for the northeast corner of Lake 24, which is the big lake in Crane Point.
- In approximately one month, work will begin on the lake erosion identified last May. An exhibit detailing the work to be performed will be created.
- A schedule of work will be developed for communication to residents.

Mr. Marquardt suggested an additional inspection after completion of the work to identify additional erosion repairs needed.

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

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

Mr. Willis reported the following:

- A builder inquired about altering a portion of drainage berm blocking the view from a proposed infinity pool.

Mr. Cole discussed the lot in question and stated the berm serves an important function for stormwater management. He discussed the reasons it cannot be altered. Mr. Willis stated he will advise the builder.

Discussion ensued regarding the request made of the Design Review Committee (DRC).

Mr. Cole noted that the pool elevation is 9' and the berm elevation is 7.5'.

➤ The timer installed on the pump at Winward received no complaints; however, someone is turning the pump off so the timer was removed to eliminate the issue. The pump is extremely quiet so it seems to be a matter of personal preference.

➤ SOLitude advised that the Aeration Maintenance contract expired in December so the CDD is currently on a month-to-month basis.

Mr. Willis stated a resident requested a provision be made to designate fishing areas and limit littoral plantings in such areas behind certain homes.

Discussion ensued regarding provisions in other CDDs for this type of policy, remaining within the CDD’s permit guidelines and the CDD’s fishing policy. Mr. Willis will provide a Fishing Zone Policy for discussion at the next meeting.

Mr. Willis discussed the features and benefits of a GIS map system. Once installed, the system is owned by the CDD with no monthly fee. The GIS map system functions as part of the CDD website and allows for customized maps to be printed. He will request proposals and this item will be included on the next agenda.

With regard to the Aeration Repair Service Agreement, Mr. Willis stated he will present the renewal with an adjusted price after 60 days without noise complaints.

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

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

EIGHTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

NINTH ORDER OF BUSINESS

Supervisors’ Requests

There were no Supervisors’ requests.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Godfrey and seconded by Mr. Marquardt, with all in favor, the meeting adjourned at 11:39 a.m.


Secretary/Assistant Secretary


Chair/Vice Chair