

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

**March 2, 2023**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

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

February 23, 2023

Board of Supervisors  
Naples Reserve Community Development District

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

The Board of Supervisors of the Naples Reserve Community Development District will hold a Regular Meeting on March 2, 2023 at 10:30 a.m., at the Island Club at Naples Reserve, Activities Room, 14885 Naples Reserve Circle, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Chair's Opening Remarks
4. Discussion/Consideration: Encroachment Agreement with HOA Related to Symbiont Service Corp and GeoThermal Pool Heating
5. Discussion: Public Contributions to a CDD
  - Littorals on Lake
6. Discussion: Audit of the LMEs' Plantings
7. Acceptance of Unaudited Financial Statements
  - A. As of December 31, 2022
  - B. As of January 31, 2023
8. Approval of Minutes
  - A. December 1, 2022 Regular Meeting
  - B. February 2, 2023 Regular Meeting
  - C. February 9, 2023 Continued Regular Meeting
9. Other Business

10. Staff Reports

- A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
- B. District Engineer: *Hole Montes, Inc.*
- C. Operations Manager: *Wrathell, Hunt and Associates, LLC*
  - I. Monthly Report
  - II. Discussion/Consideration: FL GIS Solutions, LLC, Professional Services Agreement
  - III. Update: Lake #7 Maintenance and Mitigation
  - IV. Discussion: Fishing Spot Policy
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: May 4, 2023 at 10:30 AM

○ QUORUM CHECK

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

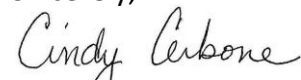
11. Public Comments

12. Supervisors' Requests

13. Adjournment

Should you have any questions and/or concerns, please feel free to contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

Sincerely,

  
 Cindy Cerbone  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 131 733 0895**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**4**

# *Symbiont Service Corp.*

**Go Green • Go GeoThermal**

*“One Company, One Call, Complete Comfort!”*



Tuesday, February 21, 2023

## **Preliminary Scope of Work for GeoThermal Pool Heating at Naples Reserve**

Symbiont Service will be installing GeoThermal pool heating at Naples reserve using well water as the source. Below is a general scope of work, but is not intended to be the actual work performed in order or substance. This is for reference purposes only. All trades, less well drilling, will be provided under Symbiont Service professional licenses.

- Two (2) wells will be drilled in the approximate locations provided on the Google Earth image. The wells are drilled by Naples Well Drilling
- Connection of the wells will be done using a 4" schedule 40PVC pipe that will be laid in a trench in the approximate area as outlined on the Google Earth image. The trench will be approximately 12" wide, 12"-18" deep, and will be backfilled. Symbiont Service will take every care to return the swill to it's original shape upon backfill.
- A concrete "housekeeping" pad will be poured in the area of the current gas heater upon it's demolition.
- Custom aluminum racks will be installed to mount the upper units.
- PVC pipe will be connected to the existing filtration system using upgraded schedule 40 PVC
- A 400 amp, 3 phase, service will be installed from the transformer located by the clubhouse.
- 4 PH215 Symbiont GeoThermal heaters will be wired to the new 3 phase service.
- The GeoThermal system will be started and all system functionalities tested and documented.

This is a basic scope of work as provided by the Pool Heating Consultant, Steve Olds, and may be modified or changed by the Symbiont Install Manager as needed for proper installation and code requirements.

Please feel free to contact Steve Olds on cell at 941-716-1816 with any questions.

Sincere Regards,

Steve Olds  
Pool Heating Consultant / New Business Development  
Symbiont Service Corp.

# Naples Reserve Proposed Well Location and Well Connection



**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS  
A**



**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
DECEMBER 31, 2022**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 31, 2022**

	General Fund	Debt Service Fund Series 2014	Debt Service Fund Series 2018	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 747,907	\$ -	\$ -	\$ 747,907
Investments				
Reserve	-	519,031	280,874	799,905
Revenue	-	546,987	479,623	1,026,610
Prepayment	-	109	1,127	1,236
Due from general fund	-	54,666	50,594	105,260
Due from debt service fund - series 2014	4,745	-	38,728	43,473
Due from debt service fund - series 2018	5,104	-	-	5,104
Undeposited funds	639	-	-	639
Total assets	<u>\$ 758,395</u>	<u>\$ 1,120,793</u>	<u>\$ 850,946</u>	<u>\$ 2,730,134</u>
<b>LIABILITIES</b>				
Liabilities:				
Accounts payable	\$ 1,450	\$ -	\$ -	\$ 1,450
Due to general fund	-	4,745	5,104	9,849
Due to debt service fund - series 2014	54,666	-	-	54,666
Due to debt service fund - series 2018	50,594	38,728	-	89,322
Developer advance	1,500	-	-	1,500
Total liabilities	<u>108,210</u>	<u>43,473</u>	<u>5,104</u>	<u>156,787</u>
<b>FUND BALANCES:</b>				
Restricted for				
Debt service	-	1,077,320	845,842	1,923,162
Assigned				
3 months working capital	84,119	-	-	84,119
Lake bank remediation	260,000	-	-	260,000
Unassigned	306,066	-	-	306,066
Total fund balances	<u>650,185</u>	<u>1,077,320</u>	<u>845,842</u>	<u>2,573,347</u>
Total liabilities and fund balances	<u>\$ 758,395</u>	<u>\$ 1,120,793</u>	<u>\$ 850,946</u>	<u>\$ 2,730,134</u>

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$107,180	\$421,412	\$459,853	92%
Total revenues	<u>107,180</u>	<u>421,412</u>	<u>459,853</u>	92%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Engineering	1,422	3,171	30,000	11%
Audit	-	-	7,200	0%
Legal	1,550	2,451	20,000	12%
Management, accounting, recording	4,080	12,240	48,960	25%
Debt service fund accounting	458	1,375	5,500	25%
Postage	27	35	500	7%
Insurance	-	6,885	7,206	96%
Trustee	-	-	5,300	0%
Trustee - second bond series	-	-	5,300	0%
Arbitrage rebate calculation	-	1,000	1,500	67%
Dissemination agent	167	500	2,000	25%
Telephone	4	12	50	24%
Printing & binding	29	88	350	25%
Legal advertising	-	-	1,200	0%
Annual district filing fee	-	175	175	100%
Contingencies	-	-	500	0%
Website	-	705	705	100%
ADA website compliance	-	-	210	0%
Property appraiser	-	4,046	7,185	56%
Tax collector	2,139	8,423	9,580	88%
Total administration expenses	<u>9,876</u>	<u>41,106</u>	<u>153,421</u>	27%
<b>Field Operations</b>				
Operations management	417	1,250	5,000	25%
Drainage / catch basin maintenance	-	-	5,000	0%
Other repairs and maintenance	-	-	100,000	0%
Lake maintenance / water quality	4,004	12,360	51,436	24%
Total field operations expenses	<u>4,421</u>	<u>13,610</u>	<u>161,436</u>	8%
Total expenditures	<u>14,297</u>	<u>54,716</u>	<u>314,857</u>	17%
Excess (deficiency) of revenues over/(under) expenditures	92,883	366,696	144,996	
Fund balance - beginning	557,302	283,489	204,156	
Fund balance - ending				
Assigned				
3 months working capital	84,119	84,119	84,119	
Lake bank remediation	260,000	260,000	260,000	
Unassigned	306,066	306,066	5,033	
Fund balance - ending	<u>\$650,185</u>	<u>\$650,185</u>	<u>\$349,152</u>	

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND - SERIES 2014  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 96,496	\$ 492,950	\$ 539,300	91%
Interest	3	119	-	N/A
Total revenues	<u>96,499</u>	<u>493,069</u>	<u>539,300</u>	91%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	150,000	150,000	100%
Principal prepayments	-	30,000	-	N/A
Interest	-	184,166	364,769	50%
Total debt service	<u>-</u>	<u>364,166</u>	<u>514,769</u>	71%
<b>Other fees and charges</b>				
Tax collector	2,699	10,627	11,235	95%
Property appraiser	-	4,745	8,427	56%
Total other fees and charges	<u>2,699</u>	<u>15,372</u>	<u>19,662</u>	78%
Total expenditures	<u>2,699</u>	<u>379,538</u>	<u>534,431</u>	71%
Excess/(deficiency) of revenues over/(under) expenditures	93,800	113,531	4,869	
Fund balances - beginning	<u>983,520</u>	<u>963,789</u>	<u>924,160</u>	
Fund balances - ending	<u><u>\$1,077,320</u></u>	<u><u>\$1,077,320</u></u>	<u><u>\$929,029</u></u>	

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND - SERIES 2018  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 163,881	\$ 530,809	\$ 580,060	92%
Interest	869	2,833	-	N/A
Total revenues	<u>164,750</u>	<u>533,642</u>	<u>580,060</u>	92%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	155,000	155,000	100%
Interest	-	201,747	400,394	50%
Total debt service	<u>-</u>	<u>356,747</u>	<u>555,394</u>	64%
<b>Other fees and charges</b>				
Property appraiser	-	5,104	9,063	56%
Tax collector	2,498	9,836	12,085	81%
Total other fees and charges	<u>2,498</u>	<u>14,940</u>	<u>21,148</u>	71%
Total expenditures	<u>2,498</u>	<u>371,687</u>	<u>576,542</u>	64%
Excess/(deficiency) of revenues over/(under) expenditures	162,252	161,955	3,518	
Fund balances - beginning	<u>683,590</u>	<u>683,887</u>	<u>670,376</u>	
Fund balances - ending	<u><u>\$845,842</u></u>	<u><u>\$845,842</u></u>	<u><u>\$673,894</u></u>	

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**B**

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

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

	General Fund	Debt Service Fund Series 2014	Debt Service Fund Series 2018	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 720,839	\$ -	\$ -	\$ 720,839
Investments				
Reserve	-	519,031	281,729	800,760
Revenue	-	536,745	545,342	1,082,087
Prepayment	-	109	1,130	1,239
Due from general fund	-	38,071	37,075	75,146
Due from debt service fund - series 2014	4,745	-	38,728	43,473
Due from debt service fund - series 2018	5,104	-	-	5,104
Undeposited funds	639	-	-	639
Total assets	<u>\$ 731,327</u>	<u>\$ 1,093,956</u>	<u>\$ 904,004</u>	<u>\$ 2,729,287</u>
<b>LIABILITIES</b>				
Liabilities:				
Due to general fund	-	4,745	5,104	9,849
Due to debt service fund - series 2014	38,071	-	-	38,071
Due to debt service fund - series 2018	37,075	38,728	-	75,803
Developer advance	1,500	-	-	1,500
Total liabilities	<u>76,646</u>	<u>43,473</u>	<u>5,104</u>	<u>125,223</u>
<b>FUND BALANCES:</b>				
Restricted for				
Debt service	-	1,050,483	898,900	1,949,383
Assigned				
3 months working capital	84,119	-	-	84,119
Lake bank remediation	260,000	-	-	260,000
Unassigned	310,562	-	-	310,562
Total fund balances	<u>654,681</u>	<u>1,050,483</u>	<u>898,900</u>	<u>2,604,064</u>
Total liabilities and fund balances	<u>\$ 731,327</u>	<u>\$ 1,093,956</u>	<u>\$ 904,004</u>	<u>\$ 2,729,287</u>



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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 10,599	\$432,011	\$459,853	94%
Miscellaneous income	319	319	-	N/A
Total revenues	<u>10,918</u>	<u>432,330</u>	<u>459,853</u>	94%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Engineering	-	3,172	30,000	11%
Audit	-	-	7,200	0%
Legal	-	2,451	20,000	12%
Management, accounting, recording	4,080	16,320	48,960	33%
Debt service fund accounting	458	1,833	5,500	33%
Postage	134	169	500	34%
Insurance	-	6,885	7,206	96%
Trustee	-	-	5,300	0%
Trustee - second bond series	-	-	5,300	0%
Arbitrage rebate calculation	-	1,000	1,500	67%
Dissemination agent	167	667	2,000	33%
Telephone	4	17	50	34%
Printing & binding	29	117	350	33%
Legal advertising	-	-	1,200	0%
Annual district filing fee	-	175	175	100%
Contingencies	-	-	500	0%
Website	-	705	705	100%
ADA website compliance	-	-	210	0%
Property appraiser	-	4,045	7,185	56%
Tax collector	419	8,841	9,580	92%
Total administration expenses	<u>5,291</u>	<u>46,397</u>	<u>153,421</u>	30%
<b>Field Operations</b>				
Operations management	417	1,667	5,000	33%
Drainage / catch basin maintenance	-	-	5,000	0%
Other repairs and maintenance	-	-	100,000	0%
Lake maintenance / water quality	714	13,074	51,436	25%
Total field operations expenses	<u>1,131</u>	<u>14,741</u>	<u>161,436</u>	9%
Total expenditures	<u>6,422</u>	<u>61,138</u>	<u>314,857</u>	19%
Excess (deficiency) of revenues over/(under) expenditures	4,496	371,192	144,996	
Fund balance - beginning	650,185	283,489	204,156	
Fund balance - ending				
Assigned				
3 months working capital	84,119	84,119	84,119	
Lake bank remediation	260,000	260,000	260,000	
Unassigned	310,562	310,562	5,033	
Fund balance - ending	<u>\$654,681</u>	<u>\$654,681</u>	<u>\$349,152</u>	

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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 12,377	\$ 505,327	\$ 539,300	94%
Interest	4	122	-	N/A
Total revenues	<u>12,381</u>	<u>505,449</u>	<u>539,300</u>	94%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	150,000	150,000	100%
Principal prepayments	-	30,000	-	N/A
Interest	-	184,166	364,769	50%
Total debt service	<u>-</u>	<u>364,166</u>	<u>514,769</u>	71%
<b>Other fees and charges</b>				
Tax collector	490	11,116	11,235	99%
Property appraiser	-	4,745	8,427	56%
Total other fees and charges	<u>490</u>	<u>15,861</u>	<u>19,662</u>	81%
Total expenditures	<u>490</u>	<u>380,027</u>	<u>534,431</u>	71%
Excess/(deficiency) of revenues over/(under) expenditures	11,891	125,422	4,869	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers (out)	<u>(38,728)</u>	<u>(38,728)</u>	-	N/A
Total other financing sources	<u>(38,728)</u>	<u>(38,728)</u>	-	N/A
Net change in fund balances	(26,837)	86,694	4,869	
Fund balances - beginning	<u>1,077,320</u>	<u>963,789</u>	<u>924,160</u>	
Fund balances - ending	<u>\$1,050,483</u>	<u>\$1,050,483</u>	<u>\$929,029</u>	

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

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 13,369	\$ 544,178	\$ 580,060	94%
Interest	1,488	4,321	-	N/A
Total revenues	<u>14,857</u>	<u>548,499</u>	<u>580,060</u>	95%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	155,000	155,000	100%
Interest	-	201,747	400,394	50%
Total debt service	<u>-</u>	<u>356,747</u>	<u>555,394</u>	64%
<b>Other fees and charges</b>				
Property appraiser	-	5,103	9,063	56%
Tax collector	528	10,364	12,085	86%
Total other fees and charges	<u>528</u>	<u>15,467</u>	<u>21,148</u>	73%
Total expenditures	<u>528</u>	<u>372,214</u>	<u>576,542</u>	65%
Excess/(deficiency) of revenues over/(under) expenditures	14,329	176,285	3,518	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers in	<u>38,728</u>	<u>38,728</u>	-	N/A
Total other financing sources	<u>38,728</u>	<u>38,728</u>	-	N/A
Net change in fund balances	53,057	215,013	3,518	
Fund balances - beginning	<u>845,843</u>	<u>683,887</u>	<u>670,376</u>	
Fund balances - ending	<u><u>\$898,900</u></u>	<u><u>\$898,900</u></u>	<u><u>\$673,894</u></u>	

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**A**

**DRAFT**

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

The Board of Supervisors of the Naples Reserve Community Development District held a Regular Meeting on December 1, 2022 at 10:30 a.m., at the Island Club at Naples Reserve, Activities Room, 14885 Naples Reserve Circle, Naples, Florida 34114.

**Present at the meeting were:**

Thomas Marquardt	Chair
Deborah Lee Godfrey	Vice Chair
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)
Shane Willis	Operations Manager
Meagan Magaldi	District Counsel
Terry Cole	District Engineer
Jeff Wright	Henderson Franklin Starnes & Holt P.A.

**Residents present, were:**

Joe Miano	Jeff Wright	Heidi McIntyre	Heidi Devin	Michael Harmon
Dino Lanno	Tony Rifino	MaryAnn Miano	Taylor Boltt	Brendan Taggard
Brian Carr	Mrs. Carr	Pat Ranallo	Sean Almy	Samantha Almy

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comments**

This item was presented following the Fourth Order of Business.

41 **THIRD ORDER OF BUSINESS** **Administration of Oath of Office to Newly**  
 42 **Elected Supervisors [SEATS 2 & 5] (the**  
 43 **following to be provided in a separate**  
 44 **package)**  
 45

46 Ms. Sanchez, a Notary of the State of Florida and duly authorized, administered the  
 47 Oath of Office to Mr. Thomas Marquardt and Ms. Anna Harmon. Ms. Cerbone provided and  
 48 briefly explained the following:

- 49 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 50 **B. Membership, Obligations and Responsibilities**
- 51 **C. Financial Disclosure Forms**
  - 52 **I. Form 1: Statement of Financial Interests**
  - 53 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
  - 54 **III. Form 1F: Final Statement of Financial Interests**
- 55 **D. Form 8B – Memorandum of Voting Conflict**

56

57 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2023-01,**  
 58 **Designating a Chair, a Vice Chair, a**  
 59 **Secretary, Assistant Secretaries, a**  
 60 **Treasurer and an Assistant Treasurer of the**  
 61 **Naples Reserve Community Development**  
 62 **District, and Providing for an Effective Date**  
 63

64 Ms. Cerbone presented Resolution 2023-01. Ms. Godfrey nominated the following slate:

- |    |                     |                     |
|----|---------------------|---------------------|
| 65 | Thomas Marquardt    | Chair               |
| 66 | Deborah Lee Godfrey | Vice Chair          |
| 67 | Craig Wrathell      | Secretary           |
| 68 | Charlene Hill       | Assistant Secretary |
| 69 | Gregory Inez        | Assistant Secretary |
| 70 | Anna Harmon         | Assistant Secretary |
| 71 | Cindy Cerbone       | Assistant Secretary |
| 72 | Jamie Sanchez       | Assistant Secretary |

73 No other nominations were made. Prior appointments by the Board for Treasurer and  
74 Assistant Treasurer remain unaffected by this Resolution.

75

76 **On MOTION by Ms. Hill and seconded by Mr. Inez, with all in favor, Resolution**  
77 **2023-01, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a**  
78 **Treasurer and an Assistant Treasurer of the Naples Reserve Community**  
79 **Development District, as nominated, and Providing for an Effective Date, was**  
80 **adopted.**

81

82

83 **▪ Public Comments**

84 **This item, previously the Second Order of Business, was presented out of order.**

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

87 Lot # 77 owner Samantha Almy stated she and her husband are one of the four homes  
88 adversely-impacted by the lot easement encroachment issue in Parrot Cay. She read from a  
89 prepared statement describing her anticipation and excitement of occupying a newly-built  
90 home in September of 2022 but received a letter from the CDD in August 2022 denying an  
91 Easement Use Agreement that she was unaware was being sought. She detailed the emotional  
92 and financial drain she and her family have experienced due to this development. She  
93 commented that none of the parties, including the builder, County or HOA, had processes in  
94 place to prevent the issue in a cost-efficient way and voiced her hope that the CDD will be able  
95 to help resolve the matter.

96 Ms. Sanchez read two letters into the record.

97 Letter from Ms. Christine Tunney:

98 "Hello, I am submitting this letter because I am unable to make the CDD meeting due to  
99 travel and would like to have this letter submitted to the record. It has come to my attention  
100 that there are several properties in Parrot Cay that have purposed plans that violate the HOA,  
101 CDD and County rules and setbacks. Including one pool that the owner openly admitted that he  
102 knew the pool was too big and he stated he would ask for forgiveness instead of permission. He  
103 has been vocal in the community and the meetings that he would not be correcting the issue

104 and he would just wait out the HOA and the CDD. Several of the residents in Coral Harbor have  
105 added pools and extended lanais to their homes, each and every one of us followed the rules  
106 set forth by our HOA, CDD and County. I truly hope that the County, the CDD and the HOA will  
107 hold the residents of Parrot Cay to the same rules that the residents of Coral Harbor and  
108 elsewhere in the community had to follow.”

109 Letter from Ms. Heidi Devlin, President of the Naples Reserve HOA:

110 “On your agenda today, it appears you will be discussing easement encroachments in  
111 Parrot Cay. I am hoping you will each vote ‘no’ to these requests. We are a community of 1,088  
112 homes. No other builder has had issues like KTS has with these four lots, and when KTS built  
113 their first few homes in Parrot Cay, while the Developer was still here, they had no issues; they  
114 followed the rules, they know the rules, yet just chose to ignore them with these homes. One of  
115 the KTS homes is asking for your approval when they knowingly built the lanai larger than what  
116 was approved and permitted. Why would you condone that? What message are we sending to  
117 all of the other homeowners who followed the rules for their homes and pool projects? What  
118 message are we sending to the homeowner whose pool/lanai project was stopped when it was  
119 discovered and they were inches into the easement? They fixed it, yet for these KTS homes,  
120 they don’t need to? What steps are in place to be sure this doesn’t happen again? I see no  
121 changes to the process that would prevent this for any remaining homes to be built. I  
122 understand these mistakes by KTS will be costly for them to address but that is their problem,  
123 not yours. Doing the right thing isn’t always easy, and KTS should be held accountable to the  
124 same standards, as all others have. Saying ‘yes’ to KTS will set a precedent, allowing the  
125 remaining vacant lots to do the same; I urge you to vote ‘no.’”

126 ▪ **Discussion/Consideration of Lot Encroachments [Parrot Cay Lots 63, 65, 70 & 77]**

127 **This item, previously the Tenth Order of Business, was presented out of order.**

128 Mr. Jeff Wright, of the Henderson Franklin Law firm, stated he represents the four  
129 property owners; the Almys, Carrs, Mianos and Ranallos. The Almys and Carrs are attending via  
130 telephone and the Mianos and Mr. Pat Ranallo are present in person. In all, there are eight  
131 owners of four properties who have been dealing with this encroachment issue for many



132 months and have incurred storage and rental costs as well as emotional costs. The property  
133 owners would greatly appreciate a resolution that will allow them to reside in their homes.

134 Mr. Wright discussed how the issue originated, the 10' easement configuration along  
135 the lake in Parrot Cay versus the 5' easement configuration of other properties within Naples  
136 Reserve, the builder KTS's culpability, the setback and the lot boundary.

137 Mr. Wright reviewed the Naples Reserve Easement Encroachments PowerPoint  
138 Presentation, including the locations of Parrot Cay Lots 63, 65, 70 and 77, plat history, status of  
139 the four properties impacted by this issue, dedications, easements, proposed Easement  
140 Vacation/Easement Use Agreement, Collier County's role and responsibilities, aerial drone  
141 photographs of each property, public benefits of Vacating/Use Agreements and solutions to the  
142 problem.

143 Mr. Wright outlined the following three options that would protect the CDD and help  
144 the owners:

- 145 1. Grant or approve a Letter of No Objection (LONO) as part of the County's application.
- 146 2. Approve a tri-party agreement or Easement Use Agreement, defining space for each lot.
- 147 3. Approve a stand-alone encroachment agreement between the CDD and each property  
148 owner.

149 Regarding the letter from the HOA, Mr. Wright stated he conferred with Ms. Kyla  
150 Thompson, HOA Counsel, and was not aware that there was any opposition whatsoever. He  
151 highlighted that there was no error on the part of the homeowners and no one is trying to get  
152 away with anything; the encroachments were an honest mistake by the builder, given the  
153 dimensional concerns he mentioned earlier.

154 Ms. Cerbone stated that the Board will give their feedback and/or pose questions and  
155 then the affected property owners can have an opportunity to address the Board.

156 Mr. Marquardt stated it is unfortunate that the builder and County representatives  
157 were not in attendance at the meeting, given that they caused this issue. He voiced his opinion  
158 that KTS built properties elsewhere, correctly honoring the setbacks, but did not do so in these  
159 four cases. He is having difficulty understanding how this occurred.

160 Mr. Wright responded to questions regarding the sequence of the construction, the  
161 setbacks, why the structure/home in the Lake Maintenance Easement was not included in the  
162 survey for Lot #65, why the pool area in Lot #70 is so large and the homeowner asking the HOA  
163 for forgiveness instead of for permission. Asked why the County approved all the structures in  
164 question, despite the encroachment issues, Mr. Wright guessed that it was an oversight on the  
165 part of the County.

166 Mr. Marquardt discussed erosion concerns and issues about the property owners not  
167 being able to install landscaping in front of their lanais, maintaining property values, precedent  
168 set by the owners who followed the Easement Use Agreement setbacks, impact of breaking the  
169 set precedent to help the affected property owners and pursuing the builder.

170 Ms. Cerbone stated the impacted property owners can issue their statements.

171 Lot #63 owner Mary-Ann Miano stated she and her husband contracted with KTS in  
172 September 2020 and have experienced many obstacles unrelated to the issues being discussed.  
173 She and Mr. Miano received approval from the County for the pool and the lanai, as planned.  
174 They are careful planners, law-abiding citizens and innocent parties in this encroachment issue.  
175 She explained that she and Mr. Miano sold their home in New Jersey in late August and, on  
176 moving day, received a letter of rejection from the CDD with no explanation of what was being  
177 rejected. She opined that they are essentially homeless and have been moving in and out of  
178 various relatives' homes and have no privacy or independence. The builder and the County  
179 were clearly culpable. She appealed to the Board to please realize the exception posed by Mr.  
180 Wright does not impact the serviceability to the sprinkler line of the two palm trees and asked  
181 the Board not to just see a structure, a house, but to see the individuals behind it.

182 Lot #70 owner Pat Ranallo stated he wished to clear the air with the Board, as he did not  
183 know where the information of him asking for forgiveness and not permission came from. He  
184 stated that it is untrue and that he had nothing to do with it. He and his wife hired KTS, the  
185 designers and builders of all four of the homes in question. The pool is supposedly in the same  
186 place and is the same size as what was submitted and approved by the County. The County has  
187 been outstanding and granted him a Certificate of Occupancy (CO) for \$31,000, which he paid  
188 for out of pocket. He discussed asking for an extension of his lanai cage and being approved by

189 the HOA and bringing a lawsuit against KTS. In his opinion, none of these easement  
190 encroachments are causing erosion, as he believes that erosion is not caused by buildings, it is  
191 caused by water or weather and from water coming off a building going on the grass. He felt  
192 that the matter can be resolved by everyone working together to figure out a way to solve the  
193 issues and make it amicable for everybody. Asked if he submitted a plan to the Design Review  
194 Committee (DRC) and if it was approved, Mr. Ranallo stated he had no part in submitting  
195 anything and the pool was constructed before the current HOA was in place.

196 Ms. Almy discussed the setbacks in relation to the easements, the interior lake and the  
197 Count. She noted that KTS was an original approved builder that won awards for its homes but  
198 is currently bankrupt and, if sued, it would be difficult to collect any money from them. She  
199 voiced her assumption that KTS was vetted and that Parrot Cay was the premier community in  
200 the area and stated, although she and Mr. Almy did their due diligence, they find themselves in  
201 this unfortunate situation. While she understands prior precedent, she appealed to the Board  
202 for a resolution.

203 Lot #65 owner Brian Carr commented that plantings are the best way to solve the  
204 erosion issue and that the property owners have no plans to add vegetation around their lanai  
205 and the palm trees that were previously planted are closer to the water than the irrigation  
206 mainline. The trees are well beyond the encroachment and the 5' remaining encroachment. He  
207 expressed his disappointment with KTS abandoning the projects. He contacted other builders  
208 but no one is willing to complete a partially built home under a different registration. He  
209 concluded that many errors were made, which were carried forward by multiple parties;  
210 however, it was an oversight and a chain reaction with multiple links connected together  
211 caused the current situation that the four property owners are in.

212 Mrs. Carr stated, in response to a comment that was made that the four property  
213 owners wanted bigger homes than the properties would allow, she and the other property  
214 owners would not want to go against regulations. This issue has been excruciating and has  
215 taken over their lives. The surveyor surveyed only the home, as the pool and lanai decks were  
216 not in place. The surveyor simply looked at the lot line and the existing conditions of the  
217 principal structure.

218 In response to Mr. Marquardt's question as to why the survey submitted to the County  
219 for Lot #65 did not show the existing structure that is open on all sides, Mr. and Mrs. Carr  
220 stated they do not know.

221 Asked for his feedback, Mr. Cole noted the CDD's maintenance responsibility for the  
222 Easement Use Agreement and the IE on the plat and Collier County not making emergency  
223 repairs. He stated by decreasing the Easement Use Agreement by 5', the irrigation line will need  
224 to be identified; if the vacation is granted and there is a conflict, the homeowner will need to  
225 pay for relocating the irrigation line. Physically, a backhoe or some type of equipment could fit  
226 into the 15' area to make repairs.

227 Mr. Cole discussed the drone photos, erosion, yard drain pipes, 4:1 slope in case of a  
228 major storm and difficulties accessing certain areas due to the encroachments. He pointed out  
229 that, if the Board agrees to vacate or put an easement agreement in place, it must be ironclad  
230 in that the CDD will in no way be responsible for any damage to a structure on the lot caused by  
231 a vacation of 5' of the Easement Use Agreement, which the CDD would be responsible for.

232 Mr. Willis commented on negligence, lot size and KTS. He stated, for the record, that  
233 the CDD did not hire the builder. Regarding a principal survey for the homes, the reason for a  
234 second survey is to make sure that, if a pool is installed, it does not encroach on easements.  
235 Regarding rebuilding the lake bank to restore the easement size, he stated that is a costly  
236 option. He encouraged the Board to target the builder for recovery.

237 Asked about the CDD's legal position, Ms. Magaldi stated the CDD does have an  
238 encroachment policy in effect for those nonstructural improvements on its property, such as  
239 boat docks, pool equipment, etc., but the issue involves structural improvements for pools,  
240 lanais, etc. She acknowledged the three options proposed by Mr. Wright and voiced her  
241 understanding that these Easement Use Agreements are not always for structural  
242 improvements; they are intended for things like A/C pads or pool equipment, and entering into  
243 an Easement Use Agreement would be off the table for the County and the CDD. Ms. Magaldi  
244 noted there is no request for vacation of easements in today's meeting but that could  
245 potentially come at a later date regardless of whether the Easement Use Agreement is granted  
246 now or not. A vacation would be cleaner on a title and the homeowners are giving up the 5' of

247 easement versus, with the Easement Use Agreement, they would allow those structures to  
248 exist.

249 Ms. Godfrey stated that her heart breaks for the innocent homeowners and that she  
250 hoped they would pursue the builder. She feels that the Board needs to find a way to help the  
251 owners occupy their homes. She asked about the potential consequences, should the Board  
252 decide to disallow the encroachments. Ms. Magaldi stated the CDD is not required to grant an  
253 easement and litigation could be on the table. Asked how the CDD would respond to a lawsuit,  
254 Ms. Cerbone stated, if at any time a complaint is filed against the CDD, it would go to the  
255 Registered Agent, who would forward it to the District Manager, who would then forward it to  
256 the CDD's insurance carrier. The insurance carrier would assign outside Counsel, who then  
257 works with District Counsel and other CDD Staff.

258 Regarding the difference between a vacation and an Easement Use Agreement, Ms.  
259 Cerbone stated a vacation is in favor of the property owner; whereas, an Easement Use  
260 Agreement favors the CDD. For example, if the CDD needs to access the area but cannot due to  
261 the encroachments, the CDD has the right to remove and/or damage the encroaching  
262 structures to perform maintenance, without giving notice.

263 Discussion ensued regarding the dangers of building on an easement, which of the three  
264 options would be safest for the CDD, whether the Board should vote today, requesting  
265 additional information from Mr. Wright, whether to set a special meeting in January, LONO  
266 requests, the County requiring a LONO regardless of which option is chosen, the County  
267 granting Mr. Ranallo a CO despite the issues and how the other property owners can obtain  
268 COs from the County.

269 In response to Ms. Hill's question regarding which option to choose, Ms. Cerbone stated  
270 Staff would recommend the third option; a stand-alone agreement between the property  
271 owner and the CDD; however, even if that is achieved, the CDD might still have to issue a LONO  
272 to the County.

273 The Board's consensus was to vote on the three options at the next meeting and to  
274 allow Mr. Wright to follow up with the County to confirm the LONO requirement and obtain  
275 additional information from the property owners.

276 Ms. Cerbone stated the four lots will be listed as separate items on the next agenda and  
 277 Mr. Wright must make individual presentations for each property.

278 **Mr. Wright left the meeting.**

279 **The meeting recessed at 12:32 p.m. and reconvened at 12:39 p.m.**

280 Ms. Cerbone recapped the following action items for Mr. Wright:

281 ➤ See what he can do to obtain COs for the property owners, as it is not the CDD's job.

282 ➤ Obtain confirmation from the County that there will not be an issue if the Board  
 283 considers granting an easement and that it would be solely between the CDD and the property  
 284 owner, with the understanding that the CDD would issue a LONO to the County.

285 Ms. Magaldi recapped the items that she will convey to Mr. Wright before of the next  
 286 meeting, as follows:

287 ➤ Mr. Wright to specify the actual square footage needed for each of the four lots.

288 ➤ That, if the easement encroachment agreements are granted, there will be a request for  
 289 reimbursement of legal and engineering fees and, potentially, an upfront dollar amount for lake  
 290 bank restoration.

291 Ms. Hill cautioned against communicating to Mr. Wright that it is a foregone conclusion  
 292 that the Board will approve anything.

293 Mr. Cole will inspect the Easement Use Agreements in each of the four lots, including  
 294 the palm tree locations, and prepare a report of his findings prior to the next meeting.

295

296 **FIFTH ORDER OF BUSINESS**

**Action Items Updates**

297

298 **A. Chair**

- 299 • **Matters Relating to the Littoral Shelf**

300 **B. Supervisor Hill**

- 301 • **Easement Audit Project**

302 These items were presented following the Sixth Order of Business.

303

304 **SIXTH ORDER OF BUSINESS**

**Service Provider Reports**

305

306 **A. SOLitude Lake Management, LLC**

307 Mr. Willis stated he is working with SOLitude to improve their reports. Future reports  
308 will include identifying the lakes that are being treated and the products used to treat them.

309 Mr. Willis presented Work Order #00054546 and responded to a question regarding  
310 debris collection.

311 **B. Napier Sprinkler, Inc**

312 Mr. Willis stated Napier did not submit a sprinkler report and indicated that a few  
313 erosion repairs were done to resolve the Drainage District violations. The project is unfinished  
314 so Staff will meet with Napier next week to update the proposal and prioritize the areas that  
315 need to be addressed.

316 **▪ Consideration of Superior Waterway Services, Inc.**

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

318 Mr. Willis presented the following:

319 **A. Aeration Management Agreement**

320

321 **On MOTION by Ms. Godfrey and seconded by Ms. Harmon, with all in favor,**  
322 **the Superior Waterway Services, Inc., Aeration Management Agreement, for**  
323 **\$250 per quarter, was approved.**

324

325

326 **B. Aeration Repair Service Agreement**

327

328 **On MOTION by Ms. Godfrey and seconded by Ms. Harmon, with all in favor,**  
329 **the Superior Waterway Services, Inc., Aeration Repair Service Agreement, in**  
330 **substantial form, pending outcome of easement requirements, was approved.**

331

332

333 This item will be carried over to the next agenda.

334 **▪ Operations Manager: *Wrathell, Hunt and Associates, LLC***

335 **This item, previously Item 15C, was presented out of order.**

336 Mr. Willis presented the December Field Operations Report.

337 **Mr. Willis left the meeting.**

338 **▪ Action Items Updates**

339           **A.     Chair**340                   •           **Matters Relating to the Littoral Shelf**341           **This item, previously Item 5A, was presented out of order.**

342           Mr. Marquardt stated he and Ms. Devlin have been discussing the bank ratio around a  
343 lake and, after inspecting several properties in the area with Mr. Cole, it appears the lake bank  
344 is not at a 4:1 ratio, which makes it impossible to bring in maintenance equipment and mow the  
345 lawn. Per Mr. Cole, the area must be mowed in order to conduct a proper inspection. Ms.  
346 Devlin agreed to have Crawford clear the area between December 7<sup>th</sup> and 9<sup>th</sup>. Mr. Cole  
347 confirmed that an inspection will occur days later. The findings will be presented to the HOA. It  
348 will become a question of which entity is responsible for corrections.

349           Mr. Marquardt toured the rowing lake with several individuals and discovered visible  
350 debris and additional construction debris that is visible when the lake recedes. In the past,  
351 volunteers offered to maintain the area but the CDD declined the offers because of liability  
352 concerns. Asked if there is a way to mitigate this, Ms. Magaldi stated there might be. She will  
353 research it and present her findings at the next meeting.

354           **B.     Supervisor Hill**355                   •           **Easement Audit Project**356           **This item, previously Item 5B, was presented out of order.**

357           Ms. Hill presented the Easement Audit Report and stated only the easements between  
358 the homes were inspected; it was a visual audit conducted with Mr. Willis.

359           Ms. Hill discussed fences, easement encroachments, trees, transformers and irrigation  
360 equipment in different areas.

361           Discussion ensued regarding significant erosion concerns in Mallard Point, surveys, the  
362 DRC and how to proceed with the properties found to have easement violations.

363           Mr. Willis will be asked to inspect Mallard Point. Ms. Hill will draft a letter to all property  
364 owners stating that there might be easement encroachments on their properties.

365           **Mr. Cole left the meeting.**

366

367   **SEVENTH ORDER OF BUSINESS****Consideration of Cardno Inc., Professional  
Services Agreement Termination**

368



369 Ms. Sanchez referred to the Cardno Inc., Professional Services Agreement and discussed  
 370 termination of the Agreement.

371

372 **On MOTION by Ms. Godfrey and seconded by Mr. Marquardt, with all in favor,**  
 373 **terminating the Cardno Inc., Professional Services Agreement, was approved.**

374

375

376 **EIGHTH ORDER OF BUSINESS** **Consideration of SOLitude Lake**  
 377 **Management, LLC, Lake Aerator**  
 378 **Maintenance Agreement Termination**

379

380 Ms. Sanchez referred to the SOLitude Lake Management, LLC, Lake Aerator  
 381 Maintenance Agreement and discussed termination of the Agreement.

382

383 **On MOTION by Ms. Godfrey and seconded by Mr. Marquardt, with all in favor,**  
 384 **terminating the SOLitude Lake Management, LLC, Lake Aerator Maintenance**  
 385 **Agreement, was approved.**

386

387

388 **NINTH ORDER OF BUSINESS** **Consideration of Superior Waterway**  
 389 **Services, Inc.**

390

391 This item was discussed during the Sixth Order of Business.

392

393 **TENTH ORDER OF BUSINESS** **Discussion/Consideration of Lot**  
 394 **Encroachments [Parrot Cay Lots 63, 65, 70**  
 395 **& 77]**

396

397 This item was discussed during the Second Order of Business.

398

399 **ELEVENTH ORDER OF BUSINESS** **Ratification of Boat Dock Encroachment**  
 400 **Agreements**

401

402 Ms. Sanchez presented the following agreements executed between meetings:

403 **A. 14475 Stillwater Way**

404 **B. 14384 Neptune Avenue**

405 **C. 14563 Stillwater Way**



- 443 • Lingerin g Homeowner Issues

444 This item was presented during the Sixth Order of Business.

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

- 446 • **NEXT MEETING DATE: February 2, 2023 at 10:30 AM**

- 447 ○ **QUORUM CHECK**

448 The next meeting would be held on February 2, 2023.

449 A Special Meeting might be scheduled in January, pending Mr. Wright’s findings.

450

451 **SIXTEENTH ORDER OF BUSINESS** **Public Comments**

452

453 There were no public comments.

454

455 **SEVENTEENTH ORDER OF BUSINESS** **Supervisors’ Requests**

456

457 There were no Supervisor’s requests.

458

459 **EIGHTEENTH ORDER OF BUSINESS** **Adjournment**

460

461

462 **On MOTION by Ms. Godfrey and seconded by Mr. Inez, with all in favor, the**  
 463 **meeting adjourned at 1:32 p.m.**

464

465

466

467

468

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

469  
470  
471  
472  
473  
474

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

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

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**B**

**DRAFT**

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

The Board of Supervisors of the Naples Reserve Community Development District held a Regular Meeting on February 2, 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.

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

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

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

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

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

55 Letter from Ms. Susan Freshman, 14599 Topsail Drive:

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

58 Letter from Leslie Menaugh, 14777 Leeward Drive:

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

65 Letter from Jeanne Coutu, 14765 Leeward Drive:

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

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

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

81

**THIRD ORDER OF BUSINESS**

**Chair’s Opening Remarks**

83

84            Mr. Marquardt had no opening remarks.

85

**FOURTH ORDER OF BUSINESS**

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

87

88

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

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

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

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

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



107 easement and what cannot. That is why, for the first lot, which is a landscape lot, the restriction  
108 mirrors itself over to the big lake; the extra 5' is only on the interior lake. In meeting, Mr. Scott  
109 advised him that, since the house can go up to 15' and accessory back to 5', technically,  
110 according to the rule, he can build on the setback line. When the plans were developed it was  
111 assumed that the plans can flip to any kind of lot, as he did not want to construct a home on Lot  
112 1 that could not be repeated on an interior lake lot. Mr. Marquardt asked for the size of the  
113 irrigation easement on the two lots facing the big lake. Mr. Kish believes it is 5'.

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

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

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

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

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

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

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

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

151

152 **FIFTH ORDER OF BUSINESS** **Discussion/Consideration of Lot**  
 153 **Encroachment [Parrot Cay Lot 63]**

154

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

162

163 **SIXTH ORDER OF BUSINESS** **Discussion/Consideration of Lot**  
 164 **Encroachment [Parrot Cay Lot 65]**

165

166 Mr. Wright presented the Lot Encroachment Agreement for Parrot Cay Lot 65, which is  
 167 the Carr residence at 14293 Charthouse Circle, for which letters of support were read earlier.  
 168 He discussed the lanai roof and intention to have a pool, spa, lanai pavers and screen cage  
 169 enclosure. Regarding the CO, work is ongoing but the pool was rejected. He discussed the pool  
 170 dimensions and noted that the covered lanai was always part of the primary structure and is  
 171 100% built so the financial impact of removal, reengineering and rebuilding it is very expensive.  
 172 The County encouraged the Carrs to submit the Easement Use Agreement application, which

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

175

176 **SEVENTH ORDER OF BUSINESS** **Discussion/Consideration of Lot**  
177 **Encroachment [Parrot Cay Lot 70]**

178

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

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

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

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

192 Mr. Wright stated that the Parrot Cay Lot 65 original request was 350 sq ft and the  
193 current request is 292.78 sq ft; the drawing line table indicates that the side lines are no longer  
194 5'; the side lines now measure 4.27' and 4.08'.

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

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

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

201 "It was brought to the DRC's attention back in April 21, 2022 that the pool project at  
202 14257 Charthouse Circle has been stalled. I reached out to the Ranallos to understand why the  
203 project had come to a halt. On meeting with Mr. Ranallo, he stated that he was not clear as to  
204 why the pool project had been stopped and he expressed frustration with his builder. After  
205 some investigation with the Collier County permitting department, the Naples Reserve

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

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

229 Ms. Hill questioned how the square footage of the Ranallo's pool went from 330 sq ft to  
230 270 sq ft if it was already built. Mr. Wright referred to the drawing and showed how the pool  
231 was pulled back at the corners rather than following the scalloped shape along the lakefront.

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

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

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

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

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

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

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

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

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

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

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

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

313

314 **EIGHTH ORDER OF BUSINESS**

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

316

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

373 ■ **Discussion Resumed: Lot Encroachment [Parrot Cay Lot 63]**

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

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

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

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

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

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

387

388 **On MOTION by Ms. Hill and seconded by with Ms. Harmon, with Ms. Hill, Ms.**  
389 **Harmon, Ms. Godfrey and Mr. Inez in favor and Mr. Marquardt dissenting, the**  
390 **easement encroachment request and Encroachment Agreement for Lot 63, in**  
391 **substantial form and subject to the property owner submitting a check for**  
392 **\$300 for the irrigation line locate and the CDD refunding the difference if the**  
393 **total cost is less than \$300, and if the irrigation line must be relocated,**  
394 **submittal of a check by the property owner for the expense, once an estimate**  
395 **is provided for the CDD to have the work performed, and the CDD refunding**  
396 **the difference if the total cost is less than the estimate, and the property**  
397 **owner paying their equal proportionate share of the Legal and Engineering fees**  
398 **and expenses incurred by the CDD, and the property owner paying for any**  
399 **applicable lake bank erosion repairs, was approved. [Motion passed 4-1]**

400

401

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

404 ■ **Discussion Resumed: Lot Encroachment [Parrot Cay Lot 65]**

405

406 **On MOTION by Ms. Godfrey and seconded by with Mr. Inez, with all in favor,**  
407 **the easement encroachment request and Encroachment Agreement for Lot 65,**  
408 **in substantial form and subject to the property owner submitting a check for**  
409 **\$300 for the irrigation line locate and the CDD refunding the difference if the**  
410 **total cost is less than \$300, and if the irrigation line must be relocated,**  
411 **submittal of a check by the property owner for the expense, once an estimate**  
412 **is provided for the CDD to have the work performed, and the CDD refunding**  
413 **the difference if the total cost is less than the estimate, and the property**  
414 **owner paying their equal proportionate share of the Legal and Engineering fees**  
415 **and expenses incurred by the CDD, and the property owner paying for any**  
416 **applicable lake bank erosion repairs, was approved.**

417

418

419 ■ **Discussion Resumed: Lot Encroachment [Parrot Cay Lot 70]**

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

421

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

434

435

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

437 ■ **Discussion: Littorals Request by Mr. Livingston**

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

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

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

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

447

448 **NINTH ORDER OF BUSINESS** **Discussion/ Consideration of**  
449 **Communication to Homeowners**

450

451 This item was presented following the Thirteenth Order of Business.

452

453 **TENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
454 **Statements as of December 31, 2022**

455

456 This item was deferred.

457

458 **ELEVENTH ORDER OF BUSINESS** **Approval of December 1, 2022 Regular**  
459 **Meeting Minutes**

460

461 This item was deferred.

462

463 **TWELFTH ORDER OF BUSINESS** **Other Business**

464

465 This item was deferred.

466

467 **THIRTEENTH ORDER OF BUSINESS** **Staff Reports**

468

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

470 This item was deferred.

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

472 **I. Update: Hurricane Ian Inspection Report**

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

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

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

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

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

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

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

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

494 Mr. Cole noted that \$260,000 is budgeted in the "Lake bank remediation" line item. In  
495 addition to the \$83,000 already approved, he recommended approving up to a total of  
496 \$300,000, to be documented with proposals at the next meeting, consisting of the \$50,000  
497 already identified, \$50,000 with Crane Point and \$70,000 to \$100,000 for geotubes at Lake 24.

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

505

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

510

511  
512 Mr. Cole stated the contractors will store equipment and materials by the boat ramp;  
513 this was coordinated with Mr. Willis.

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

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

518

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

523

524

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

527 Discussion ensued regarding addressing the Lot Encroachment for Lot 77.

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

533 **IV. Drainage Easements and Lake Conveyance Maps**

534 This item was deferred.

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

536 • **Update: Lake #7 Maintenance and Mitigation**

537 • **Update: Superior Waterway Services, Inc., Aeration Repair Service Agreement**

538 This item was deferred.

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

540 • **NEXT MEETING DATE: March 2, 2023 at 10:30 AM**

541 ○ **QUORUM CHECK**

542 ■ **Discussion/ Consideration of Communication to Homeowners**

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

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

549 Discussion ensued regarding amendments to be made to the communication.

550

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

551

552

553

554

**FOURTEENTH ORDER OF BUSINESS**

**Public Comments**

555

556

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

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

563

**FIFTEENTH ORDER OF BUSINESS**

**Supervisors' Requests**

564

565

566 There were no Supervisors' requests.

567

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

568

569

570

**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.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

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

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**C**



**DRAFT**

**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:**

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

**Also present, were:**

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

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

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

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

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

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

63 Felita Carr, Lot 65 Parrot Cay owner”  
64

65 **THIRD ORDER OF BUSINESS**

**Chair’s Opening Remarks**

66  
67 Mr. Marquardt had no opening remarks.  
68

69 **FOURTH ORDER OF BUSINESS**

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

71  
72 Ms. Sanchez stated Mr. and Mrs. Almy provided the required information and District  
73 Counsel updated the Encroachment Agreement included in the agenda.

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

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

78 Mr. Marquardt thanked the Almys for making the changes.

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

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

86

87 **On MOTION by Mr. Inez and seconded by with Ms. Hill, with all in favor, the**  
88 **easement encroachment request and Encroachment Agreement for Lot 77, in**  
89 **substantial form and subject to the property owner submitting a check for**  
90 **\$300 for the irrigation line locate and the CDD refunding the difference if the**  
91 **total cost is less than \$300, and if the irrigation line must be relocated,**  
92 **submittal of a check by the property owner via FedEx or UPS for the expense,**  
93 **once an estimate is provided for the CDD to have the work performed, and the**  
94 **CDD refunding the difference if the total cost is less than the estimate, and the**  
95 **property owner paying their equal proportionate share of the Legal and**  
96 **Engineering fees and expenses incurred by the CDD, and the property owner**  
97 **paying for any applicable lake bank erosion repairs by submittal of a check via**  
98 **FedEx or UPS, once an estimate is provided, was approved.**

99

100

**FIFTH ORDER OF BUSINESS**

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

101

102

103

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

105

“Dear CDD and Naples Reserve CDD Board:

106

107 Two and a half years ago I decided it was time. Time to stop the hustle of a 40 year  
108 career as a commercial plumbing contractor in Chicago and time to enjoy whatever the next  
109 stage of life was to bring alongside me and my wife Patricia. I have known nothing but the  
110 hustle and the unknown of being retired was more than frightening. My wife and I traveled to  
111 various places in Florida but nothing felt close enough to home like Naples and more  
112 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

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

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

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

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

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

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

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

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

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

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

186 The consensus was to add the following additional contingency:

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

189

190 **On MOTION by Mr. Inez and seconded by with Ms. Hill, with all in favor, the**  
191 **easement encroachment request and Encroachment Agreement for Lot 77, in**  
192 **substantial form and subject to the property owner submitting a check for**  
193 **\$300 for the irrigation line locate and the CDD refunding the difference if the**  
194 **total cost is less than \$300, and if the irrigation line must be relocated,**  
195 **submittal of a check by the property owner via FedEx or UPS for the expense,**  
196 **once an estimate is provided for the CDD to have the work performed, and the**  
197 **CDD refunding the difference if the total cost is less than the estimate, and the**  
198 **property owner paying their equal proportionate share of the Legal and**  
199 **Engineering fees and expenses incurred by the CDD, the property owner paying**  
200 **for any applicable lake bank erosion repairs by submittal of a check via FedEx**  
201 **or UPS, once an estimate is provided, and taking reasonable, diligent efforts to**  
202 **resolve all Liens, assessments and/or debts levied by the HOA, was approved.**

203

204

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

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

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

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

219 Mr. Ranallo thanked the Board.

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

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

227

**SIXTH ORDER OF BUSINESS**

**Other Business**

228

229  
230 Mr. Marquardt stated he received an email about the need to remove trees in the right-  
231 of-way (ROW) that were planted by the Developer.

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

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

239

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

240

241 **A. District Counsel: *Coleman, Yovanovich & Koester, P.A.***  
242

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

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

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

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

252 • **Update: Drainage Easements and Lake Conveyance Maps**

253 Mr. Cole reported the following:

254 ➤ Inspectors are evaluating Crane Point this morning and a proposal will be provided.

255 ➤ A proposal will be requested from Landshore Lake Restoration for the northeast corner  
256 of Lake 24, which is the big lake in Crane Point.

257 ➤ In approximately one month, work will begin on the lake erosion identified last May. An  
258 exhibit detailing the work to be performed will be created.

259 ➤ A schedule of work will be developed for communication to residents.

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

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

263 • **Update: Lake #7 Maintenance and Mitigation**

264 • **Update: Superior Waterway Services, Inc., Aeration Repair Service Agreement**

265 Mr. Willis reported the following:

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

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

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

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



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

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

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

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

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

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

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

- 290 • **NEXT MEETING DATE: March 2, 2023 at 10:30 AM**

- 291 ○ **QUORUM CHECK**

292

293 **EIGHTH ORDER OF BUSINESS**

**Public Comments**

294

295 No members of the public spoke.

296

297 **NINTH ORDER OF BUSINESS**

**Supervisors’ Requests**

298

299 There were no Supervisors’ requests.

300

301 **TENTH ORDER OF BUSINESS**

**Adjournment**

302

303

304

305

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

306

307

308

309

310

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

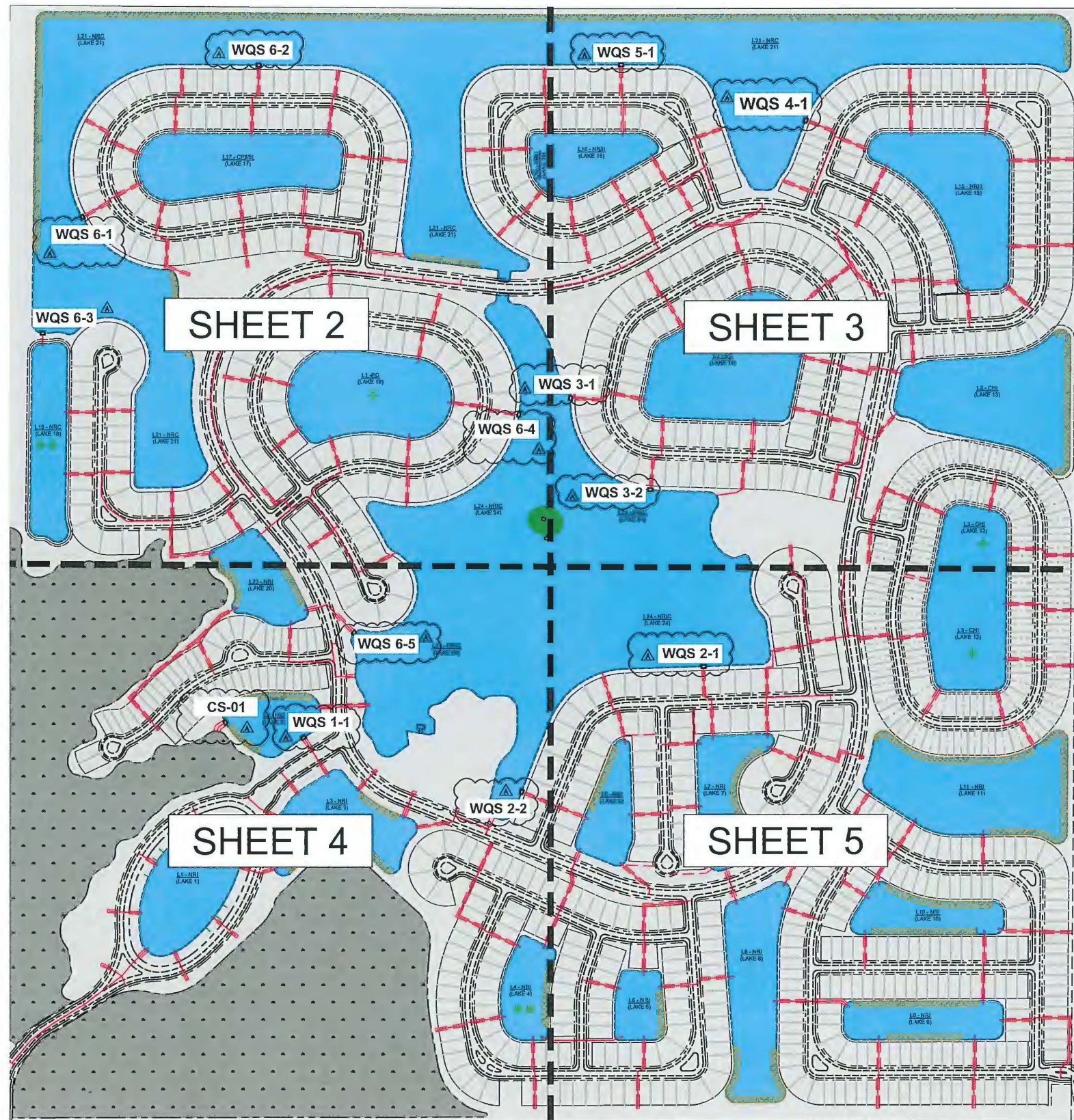
\_\_\_\_\_ Chair/Vice Chair

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

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



0 300 600  
SCALE IN FEET



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

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

**LEGEND**

- L21 - NRC = LAKE # PER PLAT  
(LAKE 21) = (ORIGINAL LAKE #)
- COMMUNITY DEVELOPMENT DISTRICT LANDS
  - LAKE TRACTS CONVEYED TO CDD
  - PRESERVE TRACTS MAINTAINED BY HOA
  - DRAINAGE EASEMENTS AND PIPES MAINTAINED BY CDD
  - LAKE LITTORAL AREA

NA 2023/02/23/2023/2023/2023/2023/04-CDD\_PRESERVE TO HOA 2023\_01\_27 May 08, 2023 - 10:38am Printed by: JMB

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

**NAPLES RESERVE**

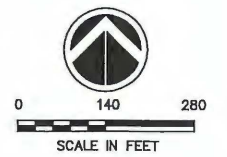
DESIGNED BY	W.W.B.	DATE	2/21
DRAWN BY	W.W.B.	DATE	2/21
CHECKED BY	W.T.C.	DATE	2/21
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=300'



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

**CDD DRAINAGE EASEMENTS  
and LAKE CONVEYANCE MAPS**

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



**LEGEND**

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

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

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

**NOTES:**

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

MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 4



14\_V:\projects\2013\2013\_030\13030\_04\_CDD\_P13030VC TO HOA\13030\_CDD\_13030VC.dwg, 2/21, 10:10am, Printed by: jhl

LETTER	REVISIONS	DATE
	ADDED WCS'S & WQS'S	5/22

**NAPLES RESERVE**

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

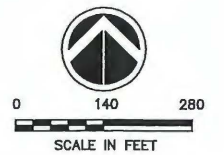


950 Encore Way  
Naples, FL. 34110  
Phone: (239) 254-2000  
Florida Certificate of Authorization No.1772

**CDD DRAINAGE EASEMENTS  
and LAKE CONVEYANCE MAPS**

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:  
  
DATE \_\_\_\_\_

REFERENCE NO.	SEE PLOTSTAMP	DRAWING NO.	2005-02
PROJECT NO.	2013.030	SHEET NO.	2 OF 5



MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 5

**LEGEND**

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

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

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

**NOTES:**

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2. THE DEVELOPMENT IS ZONED 'RPUD'.

14: 2/21/2013 10:30:00 AM C:\Users\w.w.b.\AppData\Local\Temp\2013-05-22\_10-10-10am\_Plotter.dwg Job: 2013-0303\_CDD\_PRESERVE TO HOA\2013\_CDD\_PRESERVE TO HOA.dwg Date: 2013-05-22 10:10:10am Plotted by: wwb

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

**NAPLES RESERVE**

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



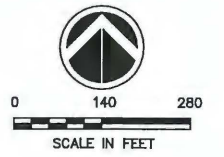
950 Encore Way  
Naples, FL 34110  
Phone: (239) 254-2000  
Florida Certificate of  
Authorization No.1772

**CDD DRAINAGE EASEMENTS  
and LAKE CONVEYANCE MAPS**

THESE DRAWINGS ARE NOT  
APPROVED FOR CONSTRUCTION  
UNLESS SIGNED BELOW:  
  
DATE: \_\_\_\_\_

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

MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 5

**LEGEND**

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

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

PLAT	REFERENCE
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C.P.& B.I.	CRANE POINT & BIMINI ISLE
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N.R.II	NAPLES RESERVE PHASE II
N.R.III	NAPLES RESERVE PHASE III
P.C.	PARROT CAY
S.C.	SUTTON CAY

**NOTES:**

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2. THE DEVELOPMENT IS ZONED 'RPUD'.

H:\2013\2013030\201303030\201303030\_04\_CDD\_PRESERVE TO HOA\201303030\_04\_CDD\_PRESERVE TO HOA.dwg - 10/18/2013 10:10:10 AM - 10/18/2013 10:10:10 AM

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

**NAPLES RESERVE**

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

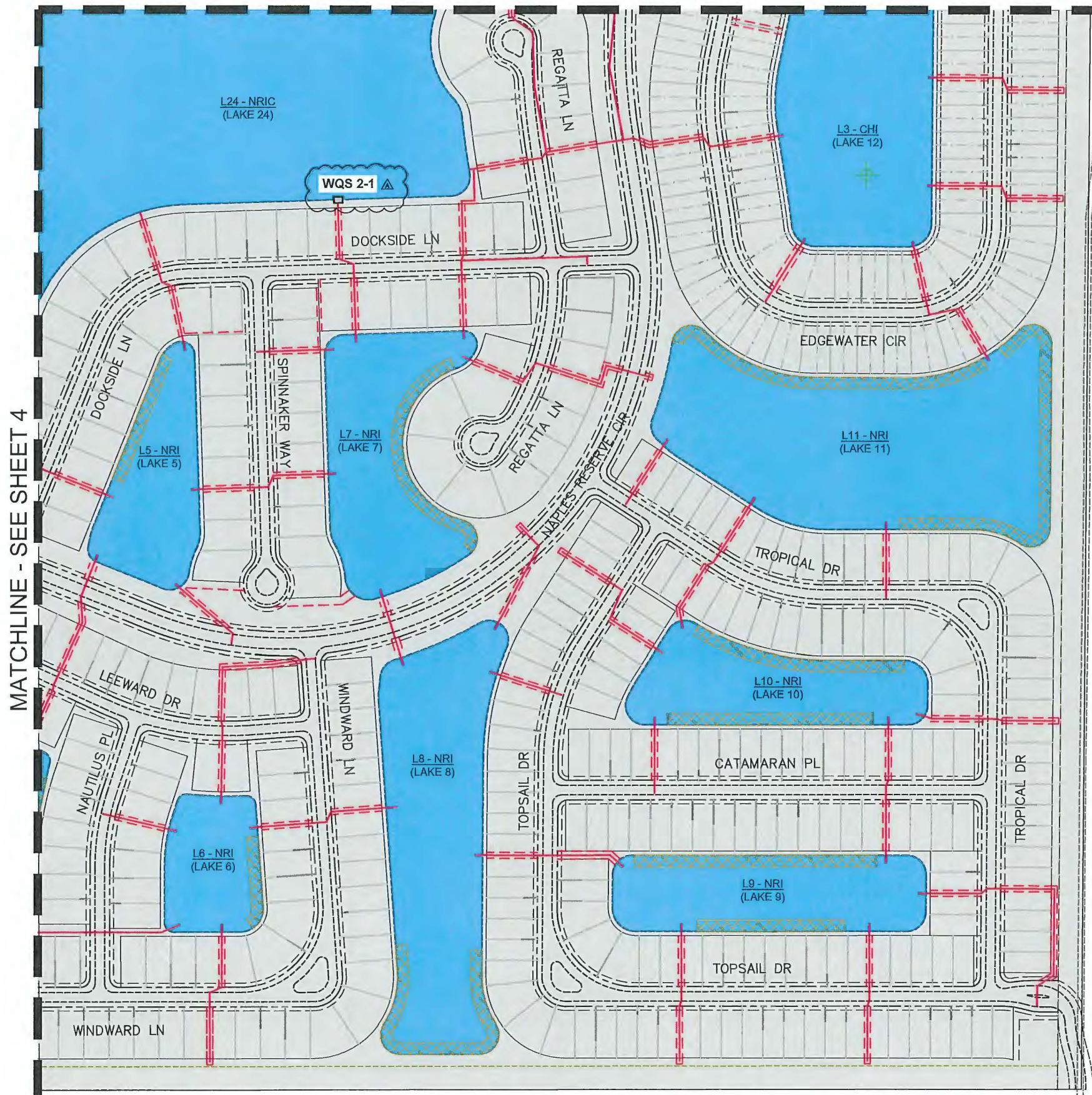
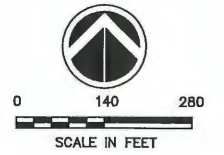


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Naples, FL. 34110  
Phone: (239) 254-2000  
Florida Certificate of  
Authorization No.1772

**CDD DRAINAGE EASEMENTS  
and LAKE CONVEYANCE MAPS**

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:	REFERENCE NO. SEE PLOTSTAMP	DRAWING NO. 5008-04
DATE	PROJECT NO. 2013.030	SHEET NO. 4 OF 5

MATCHLINE - SEE SHEET 3



MATCHLINE - SEE SHEET 4

**LEGEND**

L21 - NRC = LAKE # PER PLAT  
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14: Y:\2013\2013030\DWG\Cadd\5008-5-4\_CDD\_PRESERVE TO HOA\5008-5-4\_CDD\_PRESERVE TO HOA.dwg, 5/22/22, 10:18am, Prolink by: hls

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

**NAPLES RESERVE**

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



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**CDD DRAINAGE EASEMENTS  
and LAKE CONVEYANCE MAPS**

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:	REFERENCE NO.	DRAWING NO.
	SEE PLOTSTAMP	5008-5
	PROJECT NO.	SHEET NO.
	2013.030	5 OF 5
DATE		



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

**STAFF**  
**REPORTS**  
**CI**



**Wrathell, Hunt and Associates, LLC**

TO: Naples Reserve CDD Board of Supervisors  
FROM: Shane Willis – Operations Manager  
DATE: March 2, 2023  
SUBJECT: Status Report – Field Operations

---

**SOLITUDE (lake maintenance):**

- Lake bank weeds treated on lakes 1,2, &3.
- Minor algae treated in lakes 21 & 21A.

**SUPERIOR WATERWAYS (aeration):**

- Superior will provide an updated cost to leave the Windward aeration system in place and rebuild the housing and foundation, this is expected to drop the cost of the upgrade. The proposal will be submitted once it has run with no complaints for about 45 days.
- ✓ As of 2.02.2023 meeting no noise complaints received by staff
- ✓ As of 2.09.2023 meeting no noise complaints received by staff
- The first week of March Staff will request an updated invoice for this project.

**MISCELLANEOUS:**

- Resident Interactions:
  - ✓ Resident called 2.06.2023 checking on the status of fishing spot policy
  - ✓ Resident called 2.16.2023 with a landscaping question, referred her to the HOA

# SOLITUDE

LAKE MANAGEMENT

Remit payments to:  
1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

Customer: Naples Reserve

Technician(s): Eggs King

Date: 2/16/2023 Branch: Pommy Myers

SERVICE: Monthly 4x Bi-Monthly      Quarterly      Followup      Removal      Trash Pick up ✓

Water Test      Aeration/Fountain      Planting      Fish Stock      Fish Barrier     

SERVICE REPORT																	
SITE/LAKE NUMBER	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	MULE	TRUCK	BACKPACK	WEEDEATER	ALGAE	GRASSES	SUBMERGED	FLOATING	CHEMISTRY	WATER LEVEL	#DAYS RESTRICTION	WEATHER CONDITIONS	WATER TESTING PH/TEMP/DO
<u>all lakes</u>	<u>✓</u>																

Comments: Inspected all lakes for grass, algae and aquatic plants. Water level low. Extremely windy.

SITE	TARGET	GLYPHOSATE	COPPER FINE / GRAN	ACCURACY-SYNETIC	CAPT XTR	NAUTIQUE KOMEEN	DIQUAT	H-191	AQUATHOL-K	SONAR	AS GEN ONE	2-4-D AMINE	HABITAT	CIDEKICK	KAMMO	AGRIDEX	OPTIMA	LIBERATE	COHERE-AQING	INDUCE DLZ	POAST	WRITE IN DYE
<b>TOTALS</b>																						

Comments: \_\_\_\_\_ MGRS: Work Order Amt: \$ \_\_\_\_\_ Billed: Y / N  
 Technician Labor: #Techs: \_\_\_\_\_ Training \_\_\_\_\_ Arrive: 8:30 Depart: 11:30 Total Time: 3.0  
 Part Time Labor: INITIALS: \_\_\_\_\_ Hours: \_\_\_\_\_ INITIALS: \_\_\_\_\_ Hours: \_\_\_\_\_



Remit payments to:  
1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

Customer: Naples Reserve

Technician(s): Eggs by

Date: 2/9/2023 Branch: Pommy

SERVICE: Monthly 4x Bi-Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Followup \_\_\_\_\_ Removal \_\_\_\_\_ Trash Pick up \_\_\_\_\_

Water Test \_\_\_\_\_ Aeration/Fountain \_\_\_\_\_ Planting \_\_\_\_\_ Fish Stock \_\_\_\_\_ Fish Barrier \_\_\_\_\_

### SERVICE REPORT

SITE/LAKE NUMBER	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	MULE	TRUCK	BACKPACK	WEEDEATER	ALGAE	GRASSES	SUBMERGED	FLOATING	CHEMISTRY	WATER LEVEL	#DAYS RESTRICTION	WEATHER CONDITIONS	WATER TESTING	PH/TEMP/DO
<u>all</u>	/																	

Comments: inspected all lower pond areas, algae and aquatic plants.

SITE	TARGET	GLYPHOSATE	COPPER FINE / GRAN	ACCURACY-SYNETIC	CAPT XTR	NAUTIQUE KOMEEN	DIQUAT	H-191	AQUATHOL-K	SONAR AS GEN ONE	2-4-D AMINE	HABITAT	CIDEKICK KAMMO	AGRIDEX	OPTIMA	LIBERATE	COHERE-AQKING	INDUCE DLZ	POAST	WRITE IN DYE
<b>TOTALS</b>																				

Comments: \_\_\_\_\_ MGRS: Work Order Amt: \$ \_\_\_\_\_ Billed: Y / N  
 Technician Labor: #Techs: \_\_\_\_\_ Training \_\_\_\_\_ Arrive: 8:15 Depart: 11:45 Total Time: 3.5  
 Part Time Labor: INITIALS: \_\_\_\_\_ Hours: \_\_\_\_\_ INITIALS: \_\_\_\_\_ Hours: \_\_\_\_\_



Remit payments to:  
1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

Customer: Naps Resone

Technician(s): Eggsy

Date: 2/2/2023

Branch: Fort Myers

SERVICE: Monthly 4x Bi-Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Followup \_\_\_\_\_ Removal \_\_\_\_\_ Trash Pick up

Water Test \_\_\_\_\_ Aeration/Fountain \_\_\_\_\_ Planting \_\_\_\_\_ Fish Stock \_\_\_\_\_ Fish Barrier \_\_\_\_\_

### SERVICE REPORT

SITE/LAKE NUMBER	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	MULE	TRUCK	BACKPACK	WEEDEATER	ALGAE	GRASSES	SUBMERGED	FLOATING	CHEMISTRY	WATER LEVEL	#DAYS RESTRICTION	WEATHER CONDITIONS	WATER TESTING	PH/TEMP/DO
21		/							/		/							
21A		/							/		/							

Comments: checked lakes 21, 21A for algae and submerged plants

SITE	TARGET	GLYPHOSATE	COPPER FINE / GRAN	ACCURACY-SYNDETIC	CAPT XTR	NAUTIQUE KOMEEN	DIQUAT	H-191	AQUATHOL-K	SONAR AS GEN ONE	2-4-D AMINE	HABITAT	CIDEKICK KAMMO	AGRIDEX	OPTIMA	LIBERATE	COHERE-AQING	INDUCE DLZ	POAST	WRITE IN DYE		
21	Ch, H		50#				2.5														2.5	
21A	Ch, H		50#				2.5															2.5
<b>TOTALS</b>			100#				5															5

Comments: \_\_\_\_\_ MGRS: Work Order Amt: \$ \_\_\_\_\_ Billed: Y / N  
 Technician Labor: #Techs: \_\_\_\_\_ Training \_\_\_\_\_ Arrive: 9:45 Depart: 1:45 Total Time: 4:0  
 Part Time Labor: INITIALS: \_\_\_\_\_ Hours: \_\_\_\_\_ INITIALS: \_\_\_\_\_ Hours: \_\_\_\_\_

**SOLITUDE**  
LAKE MANAGEMENT

Remit payments to:  
1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

Customer: Naps Reserve

Technician(s): Eggsy Ly

Date: 1/26/2023

Branch: Pond Myers

SERVICE: Monthly 4x Bi-Monthly \_\_\_ Quarterly \_\_\_ Followup \_\_\_ Removal \_\_\_ Trash Pick up

Water Test \_\_\_ Aeration/Fountain \_\_\_ Planting \_\_\_ Fish Stock \_\_\_ Fish Barrier \_\_\_

SERVICE REPORT																	
SITE/LAKE NUMBER	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	MULE	TRUCK	BACKPACK	WEEDEATER	ALGAE	GRASSES	SUBMERGED	FLOATING	CHEMISTRY	WATER LEVEL	#DAYS RESTRICTION	WEATHER CONDITIONS	WATER TESTING PH/TEMP/DO
1	/																
2	/																
3	/																
4	/																
5	/																
6	/																
7	/																
8	/																
121																	

Comments: Inspected lakes for grasses, algae and aquatic plants. Extremely windy. Water level ↓. Fish and BIRD observed.

SITE	TARGET	GLYPHOSATE	COPPER	FINE / GRAN	ACCURACY-SYNETIC	CAPT XTR	NAUTIQUE KOMEEN	DIQUAT	H-191	AQUATHOL-K	SONAR AS GEN ONE	2-4-D AMINE	HABITAT	CIDEKICK	KAMMO	AGRIDEX	OPTIMA	LIBERATE	COHERE-AQING	INDUCE DLZ	POAST	WRITE IN DYE		
<b>TOTALS</b>																								

Comments: \_\_\_\_\_ MGRS: Work Order Amt: \$ \_\_\_\_\_ Billed: Y / N  
 Technician Labor: \_\_\_\_\_ #Techs: \_\_\_\_\_ Training \_\_\_\_\_ Arrive: 8:15 Depart: 17:00 Total Time: 3.75  
 Part Time Labor: INITIALS: \_\_\_\_\_ Hours: \_\_\_\_\_ INITIALS: \_\_\_\_\_ Hours: \_\_\_\_\_



Customer: Naples Reserve  
 Technician(s): ESSY  
 Date: 10/13/2023 Branch: Four Rivers  
 SERVICE: Monthly 40 Bi-Monthly \_\_\_ Quarterly \_\_\_ Followup \_\_\_ Removal \_\_\_ Trash Pick up \_\_\_  
 Water Test \_\_\_ Aeration/Fountain \_\_\_ Planting \_\_\_ Fish Stock \_\_\_ Fish Barrier \_\_\_

SERVICE REPORT																	
SITE/LAKE NUMBER	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	MULE	TRUCK	BACKPACK	WEEDEATER	ALGAE	GRASSES	SUBMERGED	FLOATING	CHEMISTRY	WATER LEVEL	#DAYS RESTRICTION	WEATHER CONDITIONS	WATER TESTING PH/TEMP/DO
1		/															
2		/															
3		/															

Comments: checked lines 1, 2, 3 per grosser. Fish, birds and debris; observed

SITE	TARGET	GLYPHOSATE	COPPER FINE / GRAN	ACCURACY-SYNETIC	CAPT XTR	NAUTIQUE KOMEEN	DIQUAT	H-191	AQUATHOL-K	SONAR	AS GEN ONE	2-4-D AMINE	HABITAT	CIKICK	KAMMO	AGRIDEX	OPTIMA	LIBERATE	COHERE-AQING	INDUCE DLZ	POAST	WRITE IN DYE	
1		12																		2			
2		1																		2			
3		1																		2			
<b>TOTALS</b>		12																		2			

Comments: \_\_\_\_\_ MGRS: Work Order Amt: \$ \_\_\_\_\_ Billed: Y / N  
 Technician Labor: #Techs: \_\_\_ Training \_\_\_ Arrive: 8:45 Depart: 11:45 Total Time: 3.0  
 Part Time Labor: INITIALS: \_\_\_ Hours: \_\_\_ INITIALS: \_\_\_ Hours: \_\_\_



Customer: Naples Reserve

Technician(s): Egg

Date: 1/5/2023 Branch: \_\_\_\_\_

SERVICE: Monthly Y Bi-Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Followup \_\_\_\_\_ Removal \_\_\_\_\_ Trash Pick up \_\_\_\_\_

Water Test \_\_\_\_\_ Aeration/Fountain \_\_\_\_\_ Planting \_\_\_\_\_ Fish Stock \_\_\_\_\_ Fish Barrier \_\_\_\_\_

SERVICE REPORT																	
SITE/LAKE NUMBER	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	MULE	TRUCK	BACKPACK	WEEDEATER	ALGAE	GRASSES	SUBMERGED	FLOATING	CHEMISTRY	WATER LEVEL	#DAYS RESTRICTION	WEATHER CONDITIONS	WATER TESTING PH/TEMP/DO
<u>all</u>	<input checked="" type="checkbox"/>																
<u>low</u>																	

Comments: 10 species loss per grass, algae and aquatic plants. Water level ↓. Windy.

SITE	TARGET	GLYPHOSATE	COPPER	FINE / GRAN	ACCURACY-SYNETIC	CAPT XTR	NAUTIQUE KOMEEN	DIQUAT	H-191	AQUATHOL-K	SONAR	AS GEN ONE	2-4-D AMINE	HABITAT	CIDEKICK	KAMMO	AGRIDEX	OPTIMA	LIBERATE	COHERE-AQING	INDUCE DLZ	POAST	WRITE IN DYE
TOTALS																							

Comments: \_\_\_\_\_ MGRS: Work Order Amt: \$ \_\_\_\_\_ Billed: Y/N

Technician Labor: #Techs: \_\_\_\_\_ Training \_\_\_\_\_ Arrive: 9:00 Depart: 1:00 Total Time: 4.0

Part Time Labor: INITIALS: \_\_\_\_\_ Hours: \_\_\_\_\_ INITIALS: \_\_\_\_\_ Hours: \_\_\_\_\_

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

**STAFF**  
**REPORTS**  
**CII**



Mr. Shane Willis  
Naples Reserve Community Development District  
c/o Wrathell, Hunt, and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**RE: Professional Services Agreement between FL GIS Solutions, LLC and  
Naples Reserve Community Development District**

Dear Shane:

We at FL GIS Solutions, LLC are excited to work with Naples Reserve Community Development District (“NRCDD”) to develop and build GIS capabilities. Pursuant to our conversations, I am providing this professional services agreement. Services performed by consultant include gathering and manipulating spatial data, inputting data into a GIS geodatabase, and creating maps and graphs. This will include the beginning stages of building an online interface that allows users to visually see and locate community assets and access important documents.

**Scope of Services:**

I. Services – FL GIS Solutions, LLC will provide “NRCDD” with the following data layers. The following deliverables include:

1.0. Phase One (Year 2023) – Base Map

1. Parcels / Ownership
  - Ownership category (legend provided)
  - Parcel Owner
  - Owner’s Address
  - Site Address
  - Approximate acreage
  - Hyperlink to parcel’s property appraiser’s website
2. Lake / Flow ways
  - Current Number
  - Lake Area & Perimeter
  - Lake Acreage
  - Maintained By
  - Lake Aeration





3. Labels:
  - Tract Names
  - Address Numbers
4. Platted Easements
  - Type
  - Plat Recording
  - Width

## 2.0. Phase Two (Year 2024)

1. Drainage (where construction plans are available):
  - Drainage Pipes & Structures
  - Structure Type
  - Pipe Width
2. Labels:
  - Street Name and Delineation
  - Community Names
3. Street Signs
  - Type
  - ID

## 3.0. Phase Three (Year 2025)

1. Preserve/Conservation Areas
  - ID
  - Acreage
  - Ownership
  - Maintained By
  - Permit Information





2. Roads
  - Type
  - Name
  - Maintained Data
  - Ownership (Private or CDD)
  
3. Landscape and Maintenance Areas (where construction plans are available)
  - Type
  - ID
  - Maintenance
  - Plans
  - Perimeter

#### 4.0 Phase Four (Year 2026)

1. Irrigation (where construction plans are available)
  - Mainline
  - Size
  - Valves
  - Zones
  - Controllers
  - Ownership
  
2. Sidewalks
  - Maintenance
  - Ownership (Private or CDD)
  
3. Street Lights
  - Maintenance
  - Type (Bulb type)
  - Ownership (Private or CDD)





- A. For project maintenance Naples Reserve Community Development District (“NRCDD”) will be billed at a rate of \$100.00 per hour. Updates include revising ownership information, adding/revising website hyperlinks and incorporating any master plan changes.
- B. The project may be customized with other items “NRCDD” may want to add that are not included in this agreement (i.e. fountains, utility data, and additional document hyperlinks). Such services will be billed at a rate of \$100.00 per hour.

**II. Compensation**– “NRCDD” will pay FL GIS Solutions, LLC the sum of \$7,500.00 for Phase One in the year 2023. Any additional requests beyond Phase 1.0 for year 2023 will be billed at a rate of \$100.00 per hour. FL GIS Solutions, LLC will provide three monthly invoices to Naples Reserve Community Development District (“NRCDD”) on the 1<sup>st</sup> and or 15<sup>th</sup> of every month for approximately \$2,500.00 each, with payment expected within 10 days.

Phase	Description	Amount
1.0	GIS Services – Phase One (Year 2023)	\$7,500.00
2.0	GIS Services – Phase Two (Year 2024)	\$7,500.00
3.0	GIS Services – Phase Three (Year 2025)	\$4,500.00
4.0	GIS Services – Phase Four (Year 2026)	\$4,500.00
	<b>Total</b>	<b>\$24,000.00</b>

- III. Termination** - This agreement may be terminated by either party with 30 days written notice. FL GIS Solutions, LLC will not assume liability for obligations to other parties caused by termination of this agreement.
- IV. Data** - All data created for the project described in this agreement is the property of “NRCDD” and will be turned over to “NRCDD” at the completion or termination of this agreement.
- V. Other** - This agreement is only between FL GIS Solutions, LCC and Naples Reserve Community Development District (“NRCDD”). No obligations to third parties are created by this agreement unless mutually agreed upon and amended in writing by both parties.
- VI. Reimbursables** - Should “NRCDD” request paper prints and or paper plots, the standard rate will be \$4.50 per square foot.





**GIS**  
SOLUTIONS, LLC

If you are in agreement with these conditions, please countersign below and send us a signed copy for our records.

Thank you.

FL GIS Solutions, LLC  
12821 Fairway Cove Ct  
Fort Myers, FL 33905

Naples Reserve CDD  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

\_\_\_\_\_  
Felipe Lemus    Date  
President

\_\_\_\_\_  
Shane Willis    Date  
District Manager



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

**STAFF**  
**REPORTS**  
**CIV**



# FISHING SPOT POLICY

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NAPLES RESERVE

•  
COMMUNITY  
DEVELOPMENT  
DISTRICT

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## Fishing Spot Request Process

- Contact the HOA to confirm eligibility
- Present HOA fishing approval and request for fishing spot to CDD Operations Manager
- Attend designated CDD Meeting in person or via phone to answer any questions the Board Supervisors may have

## **CONTACT INFORMATION**

CDD OPERATIONS MANAGER  
Shane Willis  
Email: [willisS@whhassociates.com](mailto:willisS@whhassociates.com)

CDD District Manager  
Jaime Sanchez  
Email: [sanchezj@whhassociates.com](mailto:sanchezj@whhassociates.com)



**Naples Reserve Homeowners Association  
14885 Naples Reserve Cir  
Naples, FL 34114  
Fishing Guidelines**

Reminder: Fishing is permitted in the following locations within Naples Reserve

- Island Club beach
  - Outrigger pier
  - Match Point
  - Kids Cove
  - Behind your own home (within your lot line)
- 
- Please be respectful of neighbors and do not fish behind another resident's home.
  - Fishing under the bridge at the rear of the community is **NOT** permitted. We have new homes being built and new residents moving in every day whose homes back to that area. Fishing under the bridge constitutes fishing behind another resident's home.
  - **Fishing in the main lake is permitted. Past the bridge is a no fishing zone as it is directly behind resident homes.**

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

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

**NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE**

**LOCATION**

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

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 6, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>December 1, 2022</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>February 2, 2023</b>	<b>Regular Meeting</b>	<b>3:00 PM</b>
<b>February 9, 2023</b>	<b>Continued Regular Meeting</b>	<b>10:30 AM</b>
<b>March 2, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>May 4, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>June 1, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>August 3, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>September 7, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>