

# **NAPLES RESERVE**

**COMMUNITY DEVELOPMENT**

**DISTRICT**

**May 9, 2024**

**BOARD OF SUPERVISORS**

**REGULAR**

**MEETING AGENDA**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

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

May 2, 2024

**ATTENDEES:**

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

Board of Supervisors  
Naples Reserve Community Development District

Dear Board Members:

The Board of Supervisors of the Naples Reserve Community Development District will hold a Regular Meeting on May 9, 2024 at 10:00 a.m., at the Island Club at Naples Reserve, 14885 Naples Reserve Circle, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Chair's Opening Remarks
4. Consideration of Napier Sprinkler, Inc. Proposals
  - A. Proposal #e1327 [14398 Laguna Springs] Grading Slope Correction
  - B. Proposal #e1350 [14266 Galley Ct] Grading Slope Correction
5. Discussion: Fiscal Year 2025 Proposed Budget
6. Discussion: Removal of Grasses on Case-by-Case Basis
7. Consideration of Tree Trimming Proposals
8. Consideration of M.R.I. Construction Inc. Proposal #468 [Clean and Replace Rip Rap at 14508 Stern Way Drainage Structure]
9. Discussion: Superior Waterway Services, Inc. Lake Treatment Report [March - April 17, 2024]
10. Acceptance of Unaudited Financial Statements as of March 31, 2024
11. Approval of March 14, 2024 Regular Meeting Minutes

12. Other Business

13. Staff Reports

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

- Draft Stormwater Management Rules and Policies

B. District Engineer: *Bowman Consulting Group LTD*

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

- Monthly Report

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

- NEXT MEETING DATE: June 13, 2024 at 10:00 AM [Presentation of FY2025 Proposed Budget]

○ QUORUM CHECK

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

14. Public Comments

15. Supervisors' Requests

16. Adjournment

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

Sincerely,



Jamie Sanchez  
 District Manager

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

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**4A**

Napier Sprinkler, Inc.  
 4001 Santa Barbara Blvd  
 #237  
 Naples, FL 34104

# Proposal

Date	Proposal #
2/6/2024	e1327

Name / Address
Naples Reserve CDD

Project

Description	Qty	Cost	Total
14398 Laguna Springs and the 9 right homes next to this address			
Grading Slope Correction Elevation Inspection	9	2,400.00	21,600.00
Bahia Sod Delivered and Installed	36	200.00	7,200.00
Fill Dirt Truck Loads/ 24 Ton - 16 Yard Trucks	18	600.00	10,800.00
<p>The backyard of the homes slope that leads into the pond is extremely steep. The slope will be rectified by bringing in 2 truck loads of fill dirt to bring up the elevation and slope to the correct elevation for each lot. Dirt will be hauled to the rear of the property by machine through the common ground areas that are accessible. After inspection is done for the slope and elevations sodding will begin. There will be a total of 4 pallets per home.</p> <p>Dirt shall be compacted as it is dropped and set to a proper 4-1 slope. Once the proper slope is ensured and elevation is inspected &amp; passed the sodding of the new slopes area will commence for erosion purposes.</p> <p>If more dirt or sod is required the price will reflect as listed above.</p> <p>No foreign objects/drainage lines/ power lines/fuel tanks etc have been brought up to the attention of Ian Witmer. Napier Sprinkler Inc. is not liable for any damages to unknown objects not staked or marked off.</p>			
		<b>Total</b>	\$39,600.00

Customer Signature \_\_\_\_\_

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**4B**

Napier Sprinkler, Inc.  
 4001 Santa Barbara Blvd  
 #237  
 Naples, FL 34104

# Proposal

Date	Proposal #
2/19/2024	e1350

Name / Address
Naples Reserve CDD

			Project
Description	Qty	Cost	Total
14266 Galley Ct and the 12 homes next to this address by the lake			
Grading Slope Correction, Elevation Inspection	10	2,520.00	25,200.00
Bahia sod Delivered and Installed	36	180.00	6,480.00
Fill dirt Truck loads / 24 ton - 16 yard trucks	20	600.00	12,000.00
Grading Slope Correction, Elevation Inspection King lot	3	3,600.00	10,800.00
Bahia Sod delivered & installed King lot	24	180.00	4,320.00
Fill Dirt Truck loads/ 24 ton - 16 yard trucks	15	600.00	9,000.00
<p>Ian has been called out to Naples Reserve to take a look over 14266 Galley Ct and the 12 homes next to this address by the lake. The backyard of the homes, slope that leads into the pond is extremely steep. The slope will be rectified by bringing in 2 truck loads of fill dirt to bring up the elevation and slope to the correct elevation for each lot being a 4: 1. The dirt will be hauled to the rear of the property by machine through the common ground areas that are accessible. The access point on this project is very limited &amp; in turn will cause more time &amp; labor to be involved. After inspection is done for the Slope &amp; elevations sodding will begin. There will be a total of 4 pallets per home.</p> <p>here are 10 homes/ lots that are all the same plot size, 3 of the lots are king/corner lots that are about double the size of the standard lots. These lots will require 5-6 loads of materials per home due to the steep grade/slope set on the lake edges. The amount of sodding will also double.</p> <p>Dirt shall be compacted as it is dropped and set to proper slope. Once the proper slope is ensured and elevation is inspected &amp; passed the Sodding of the new slopes area will commence for erosion purposes.</p>			
		<b>Total</b>	

Customer Signature



Napier Sprinkler, Inc.  
 4001 Santa Barbara Blvd  
 #237  
 Naples, FL 34104

# Proposal

Date	Proposal #
2/19/2024	e1350

Name / Address
Naples Reserve CDD

Project

Description	Qty	Cost	Total
No foreign objects/drainage lines/ power lines/ fuel tanks etc have been brought up to the attention of Ian Witmer, Napier Sprinkler, Inc. is not liable for any damages to unknown objects not staked or marked off.			
		<b>Total</b>	\$67,800.00

Customer Signature \_\_\_\_\_

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**5**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
ADOPTED BUDGET  
FISCAL YEAR 2024**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
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**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023				Adopted Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 479,014				\$ 616,232
Allowable discount (4%)	(19,161)				(24,649)
Assessment levy - net	459,853	\$ 438,818	\$ 21,035	\$ 459,853	591,583
Interest and miscellaneous	-	14,153	-	14,153	-
Total revenues	459,853	452,971	21,035	474,006	591,583
<b>EXPENDITURES</b>					
<b>Professional &amp; admin</b>					
Engineering	30,000	14,547	15,453	30,000	40,000
Audit	7,200	4,500	2,700	7,200	7,200
Legal	20,000	6,138	13,862	20,000	20,000
Management/accounting/recording	48,960	24,480	24,480	48,960	48,960
Debt service fund accounting	5,500	2,750	2,750	5,500	5,500
Postage	500	187	313	500	500
Insurance	7,206	6,885	-	6,885	7,574
Trustee	5,300	5,053	247	5,300	5,300
Trustee - second bond series	5,300	-	5,300	5,300	5,300
Arbitrage rebate calculation	1,500	1,000	500	1,500	1,500
Dissemination agent	2,000	1,000	1,000	2,000	2,000
Telephone	50	25	25	50	50
Printing & binding	350	175	175	350	350
Legal advertising	1,200	287	913	1,200	1,200
Annual district filing fee	175	175	-	175	175
Contingencies	500	-	500	500	500
Website		-			
Hosting	705	705	-	705	705
ADA compliance	210	-	210	210	210
Total professional & admin	136,656	67,907	68,428	136,335	147,024
<b>Field operations</b>					
Operations management	5,000	2,501	2,499	5,000	7,500
GIS solutions	-	-	-	-	12,000
Drainage / catch basin maintenance	5,000	-	5,000	5,000	6,500
Other repairs & maintenance	100,000	1,200	344,163	345,363	150,000
Lake maintenance / water quality	51,436	16,889	48,000	64,889	71,987
Total field operations	161,436	20,590	399,662	420,252	247,987

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023				Adopted Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/2023	Total Actual & Projected	
<b>Other fees &amp; charges</b>					
Property appraiser	7,185	4,045	3,140	7,185	9,243
Tax collector	9,580	8,978	602	9,580	12,325
Total other fees & charges	<u>16,765</u>	<u>13,023</u>	<u>3,742</u>	<u>16,765</u>	<u>21,568</u>
Total expenditures	<u>314,857</u>	<u>101,520</u>	<u>471,832</u>	<u>573,352</u>	<u>416,579</u>
Excess (deficiency) of revenues over/(under) expenditures	144,996	351,451	(450,797)	(99,346)	175,004
Fund balance - beginning (unaudited)	204,156	283,489	634,940	283,489	184,143
Fund balance - ending (projected)					
Assigned					
3 months working capital	84,119	84,119	84,119	84,119	109,825
Lake bank remediation	260,000	260,000	100,024	100,024	243,013
Unassigned	5,033	290,821	-	-	6,309
Fund balance - ending (projected)	<u>\$ 349,152</u>	<u>\$ 634,940</u>	<u>\$ 184,143</u>	<u>\$ 184,143</u>	<u>\$ 359,147</u>

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

**EXPENDITURES**

**Professional services**

Management/accounting/recording	\$ 48,960
<p><b>Wrathell, Hunt and Associates, LLC</b>, specializes in managing Community Development Districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and operate and maintain the assets of the community. This fee is inclusive of district management and recording services.</p>	
Debt service fund accounting	5,500
Legal	20,000
<p>Coleman, Yovanovich &amp; Koester, P.A. provides on-going general counsel and legal representation. As such, he is confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, he provides service as a "local government lawyer," realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.</p>	
Engineering	40,000
<p>Bowman Consulting Group LTD, provides a broad array of engineering, consulting and construction services, which assist in the crafting of sustainable solutions for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	7,200
<p>If certain revenue or expenditure thresholds are exceeded then Florida Statutes, Chapter 218.39 requires the District to have an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	1,500
<p>To ensure the District's compliance with all Tax Regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934.</p>	
Trustee	5,300
<p>Annual Fee paid to U.S. Bank for the service provided as Trustee, Paying Agent and Registrar.</p>	
Trustee - second bond series	5,300
Telephone	50
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	350
<p>Copies, agenda package items, etc.</p>	

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

**EXPENDITURES (continued)**

Legal advertising	1,200
The District advertises for monthly meetings, special meetings, public hearings, bidding,	
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	7,574
The District carries public officials and general liability insurance. The limit of liability is set at \$1,000,000 (general aggregate \$2,000,000) and \$1,000,000 for public officials liability.	
Contingencies	500
Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.	
Website	
Hosting	705
ADA compliance	210
<b>Field operations</b>	
Operations management	7,500
GIS solutions	12,000
Drainage / catch basin maintenance	6,500
Other repairs & maintenance	150,000
Lake maintenance / water quality	71,987
Lake aerator maintenance agreement - \$1,000 annually, includes air diffuser system maintenance 4x a year and the maintenance of the aeration cabinet. As well as, all associated conduits. Lake Mgmt. Agreement - \$44,448 annually, includes visual inspections, aquatic weed control 2x per month, shoreline weed control, pond algae control, minor trash removal, service reporting and permitting. Lake services agreement- \$2388 annually, includes visual inspections, lake 21A algae control, when needed,	
<b>Other fees &amp; charges</b>	
Property appraiser	
The property appraiser charges 1.5% of the assessments	9,243
Tax collector	
The tax collector charges 2% of the assessments collected.	12,325
Total expenditures	<u><u>\$ 416,579</u></u>



**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2014  
FISCAL YEAR 2024**

	Fiscal Year 2023				Adopted Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll	\$561,771				\$559,375
Allowable discount (4%)	(22,471)				(22,375)
Assessment levy - net	539,300	\$ 513,277	\$ 26,023	\$ 539,300	537,000
Interest	-	132	-	132	-
Total revenues	539,300	513,409	26,023	539,432	537,000
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	150,000	150,000	-	150,000	155,000
Principal prepayment	-	30,000	-	30,000	-
Interest	364,769	184,166	180,603	364,769	355,881
Total debt service	514,769	364,166	180,603	544,769	510,881
<b>Other fees &amp; charges</b>					
Property appraiser	8,427	4,745	3,682	8,427	8,391
Tax collector	11,235	11,275	-	11,275	11,188
Transfer (out)	-	38,728	-	38,728	-
Total other fees & charges	19,662	54,748	3,682	58,430	19,579
Total expenditures	534,431	418,914	184,285	603,199	530,460
Excess/(deficiency) of revenues over/(under) expenditures	4,869	94,495	(158,262)	(63,767)	6,540
Fund balance:					
Beginning fund balance	924,160	963,789	1,058,284	963,789	900,022
Ending fund balance (projected)	\$ 929,029	\$ 1,058,284	\$ 900,022	\$ 900,022	906,562
Use of fund balance					
Debt service reserve account balance (required)					(514,063)
Interest expense - November 1, 2024					(160,000)
Principal expense - November 1, 2024					(176,100)
Projected fund balance surplus/(deficit) as of September 30, 2024					\$ 56,399

## NAPLES RESERVE

Community Development District

Series 2014

\$7,680,000

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2023	155,000.00	4.750%	179,781.25	334,781.25
05/01/2024	-		176,100.00	176,100.00
11/01/2024	160,000.00	4.750%	176,100.00	336,100.00
05/01/2025	-		172,300.00	172,300.00
11/01/2025	170,000.00	4.750%	172,300.00	342,300.00
05/01/2026	-		168,262.50	168,262.50
11/01/2026	180,000.00	5.250%	168,262.50	348,262.50
05/01/2027	-		163,537.50	163,537.50
11/01/2027	190,000.00	5.250%	163,537.50	353,537.50
05/01/2028	-		158,550.00	158,550.00
11/01/2028	200,000.00	5.250%	158,550.00	358,550.00
05/01/2029	-		153,300.00	153,300.00
11/01/2029	210,000.00	5.250%	153,300.00	363,300.00
05/01/2030	-		147,787.50	147,787.50
11/01/2030	220,000.00	5.250%	147,787.50	367,787.50
05/01/2031	-		142,012.50	142,012.50
11/01/2031	230,000.00	5.250%	142,012.50	372,012.50
05/01/2032	-		135,975.00	135,975.00
11/01/2032	245,000.00	5.250%	135,975.00	380,975.00
05/01/2033	-		129,543.75	129,543.75
11/01/2033	255,000.00	5.250%	129,543.75	384,543.75
05/01/2034	-		122,850.00	122,850.00
11/01/2034	270,000.00	5.250%	122,850.00	392,850.00
05/01/2035	-		115,762.50	115,762.50
11/01/2035	285,000.00	5.250%	115,762.50	400,762.50
05/01/2036	-		108,281.25	108,281.25
11/01/2036	300,000.00	0.056%	108,281.25	408,281.25
05/01/2037	-		99,843.75	99,843.75
11/01/2037	315,000.00	0.056%	99,843.75	414,843.75
05/01/2038	-		90,984.38	90,984.38
11/01/2038	330,000.00	0.056%	90,984.38	420,984.38
05/01/2039	-		81,703.13	81,703.13
11/01/2039	350,000.00	0.056%	81,703.13	431,703.13
05/01/2040	-		71,859.38	71,859.38
11/01/2040	370,000.00	0.056%	71,859.38	441,859.38
05/01/2041	-		61,453.13	61,453.13
11/01/2041	390,000.00	0.056%	61,453.13	451,453.13
05/01/2042	-		50,484.38	50,484.38
11/01/2042	415,000.00	0.056%	50,484.38	465,484.38
05/01/2043	-		38,812.50	38,812.50
11/01/2043	435,000.00	0.056%	38,812.50	473,812.50
05/01/2044	-		26,578.13	26,578.13
11/01/2044	460,000.00	0.056%	26,578.13	486,578.13
05/01/2045	-		13,640.63	13,640.63
11/01/2045	485,000.00	0.056%	13,640.63	498,640.63
<b>Total</b>	<b>6,620,000.00</b>		<b>5,039,025.07</b>	<b>11,659,025.07</b>

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2018  
FISCAL YEAR 2024**

	Fiscal Year 2023				Adopted Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 604,229				\$ 604,229
Allowable discount (4%)	(24,169)				(24,169)
Assessment levy - net	580,060	\$ 552,765	\$ 27,295	\$ 580,060	580,060
Interest	-	9,485	-	9,485	-
Total revenues	580,060	562,250	27,295	589,545	580,060
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	155,000	155,000	-	155,000	160,000
Interest	400,394	201,747	198,647	400,394	394,094
Total debt service	555,394	356,747	198,647	555,394	554,094
<b>Other fees &amp; charges</b>					
Property appraiser	9,063	5,104	3,959	9,063	9,063
Tax collector	12,085	10,535	1,550	12,085	12,085
Total other fees & charges	21,148	15,639	5,509	21,148	21,148
Total expenditures	576,542	372,386	204,156	576,542	575,242
Excess/(deficiency) of revenues over/(under) expenditures	3,518	189,864	(176,861)	13,003	4,818
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfer in	-	38,728	-	38,728	-
Total other financing sources/(uses)	-	38,728	-	38,728	-
Net increase/(decrease) in fund balance	3,518	228,592	(176,861)	51,731	4,818
Fund balance:					
Beginning fund balance	670,376	683,887	912,479	683,887	735,618
Ending fund balance (projected)	\$ 673,894	\$ 912,479	\$ 735,618	\$ 735,618	740,436
Use of fund balance					
Debt service reserve account balance (required)					(280,178)
Interest expense - November 1, 2024					(195,447)
Principal expense - November 1, 2024					(165,000)
Projected fund balance surplus/(deficit) as of September 30, 2024					\$ 99,811

# NAPLES RESERVE

Community Development District

Series 2018

\$8,550,000

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+
11/01/2023	160,000.00	4.000%	198,646.88	358,646.88
05/01/2024	-		195,446.88	195,446.88
11/01/2024	165,000.00	4.625%	195,446.88	360,446.88
05/01/2025	-		191,631.25	191,631.25
11/01/2025	175,000.00	4.625%	191,631.25	366,631.25
05/01/2026	-		187,584.38	187,584.38
11/01/2026	180,000.00	4.625%	187,584.38	367,584.38
05/01/2027	-		183,421.88	183,421.88
11/01/2027	190,000.00	4.625%	183,421.88	373,421.88
05/01/2028	-		179,028.13	179,028.13
11/01/2028	200,000.00	4.625%	179,028.13	379,028.13
05/01/2029	-		174,403.13	174,403.13
11/01/2029	210,000.00	4.625%	174,403.13	384,403.13
05/01/2030	-		169,546.88	169,546.88
11/01/2030	220,000.00	5.000%	169,546.88	389,546.88
05/01/2031	-		164,046.88	164,046.88
11/01/2031	230,000.00	5.000%	164,046.88	394,046.88
05/01/2032	-		158,296.88	158,296.88
11/01/2032	240,000.00	5.000%	158,296.88	398,296.88
05/01/2033	-		152,296.88	152,296.88
11/01/2033	250,000.00	5.000%	152,296.88	402,296.88
05/01/2034	-		146,046.88	146,046.88
11/01/2034	265,000.00	5.000%	146,046.88	411,046.88
05/01/2035	-		139,421.88	139,421.88
11/01/2035	280,000.00	5.000%	139,421.88	419,421.88
05/01/2036	-		132,421.88	132,421.88
11/01/2036	290,000.00	5.000%	132,421.88	422,421.88
05/01/2037	-		125,171.88	125,171.88
11/01/2037	305,000.00	5.000%	125,171.88	430,171.88
05/01/2038	-		117,546.88	117,546.88
11/01/2038	320,000.00	5.000%	117,546.88	437,546.88
05/01/2039	-		109,546.88	109,546.88
11/01/2039	340,000.00	5.125%	109,546.88	449,546.88
05/01/2040	-		100,834.38	100,834.38
11/01/2040	355,000.00	5.125%	100,834.38	455,834.38
05/01/2041	-		91,737.50	91,737.50
11/01/2041	375,000.00	5.125%	91,737.50	466,737.50
05/01/2042	-		82,128.13	82,128.13
11/01/2042	390,000.00	5.125%	82,128.13	472,128.13
05/01/2043	-		72,134.38	72,134.38
11/01/2043	410,000.00	5.125%	72,134.38	482,134.38
05/01/2044	-		61,628.13	61,628.13
11/01/2044	435,000.00	5.125%	61,628.13	496,628.13
05/01/2045	-		50,481.25	50,481.25
11/01/2045	455,000.00	5.125%	50,481.25	505,481.25
05/01/2046	-		38,821.88	38,821.88
11/01/2046	480,000.00	5.125%	38,821.88	518,821.88
05/01/2047	-		26,521.88	26,521.88
11/01/2047	505,000.00	5.125%	26,521.88	531,521.88
05/01/2048	-		13,581.25	13,581.25
11/01/2048	530,000.00	5.125%	13,581.25	543,581.25
<b>Total</b>	<b>7,955,000.00</b>		<b>6,326,103.34</b>	<b>14,281,103.34</b>

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
PROJECTED ASSESSMENTS  
GENERAL FUND AND DEBT SERVICE FUND  
FISCAL YEAR 2024**

<b>On-Roll Assessments</b>
----------------------------

Number of Units	Unit Type	Subdivision Name	Projected Fiscal Year 2024			FY 23 Total Assessment
			GF	DSF	GF & DSF	
79	85' x 130'	Parrot Cay	\$566.39	\$ 1,458.33 *	\$2,024.72	\$ 1,898.60
82	78' x 130'	Sparrow Cay	566.39	1,250.00 *	1,816.39	1,690.27
116	64' x 130'	Savannah Lakes	566.39	1,145.83 *	1,712.22	1,586.10
169	53' x 130'	Egret Landing	566.39	1,041.67 *	1,608.06	1,481.94
51	40' x 130'	Mallard Point	566.39	833.33 *	1,399.72	1,273.60
178	34' x 130' Villa	Coral Harbor	566.39	708.33 **	1,274.72	1,148.60
183	76' x 130'	Canoe Landing/Crane Point/Bimini Isles	566.39	1,250.00 **	1,816.39	1,690.27
101	64' x 140'	Sutton Cay	566.39	1,145.83 **	1,712.22	1,586.10
129	53' x 130'	Half Moon Point	566.39	1,041.67 **	1,608.06	1,481.94
<b>1,088</b>						

\* Units subject to Series 2014 Bonds

\*\* Units subject to Series 2018 Bonds

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**6**

Tom, here is a pic of our lake frontage during construction. As you can see when we purchased our lot there was no tall growth along our shoreline. We designed an infinity edge pool and paid a considerable premium to provide a certain look to the lake. Unfortunately, this season the planting by the CDD has taken over our entire shoreline. We are asking if there is something that can be done to restore to the way it was. First pic is taken during construction. Rest of pics were taken this morning.

Thank you

Mike and Sue











**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**7**



**SERVICE AGREEMENT**

March 26, 2024

Naples Reserve CDD  
C/o: Wrathell, Hunt and Associates, LLC  
9220 Bonita Beach Rd SE UNIT 214  
Bonita Springs, FL 34135  
Attn: Shane Willis

**Terms:** Net 30 days

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Trim grasses/weeds on lake bank between yards and high-water mark. Material will be trimmed and left in place. Service will be performed as needed at the request of the District.	

**Total: \$2,800.00 per day**

Quote is good until 12/31/2024

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER ACCEPTANCE - The above prices, specifications, and conditions are satisfactory and are hereby accepted.

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**8**



# M.R.I Construction Inc.

5570 Zip Dr.  
Fort Myers, FL. 33905  
239-984-5241 Office  
239-236-1234 Fax  
mriunderground@gmail.com

CGC -1507963

Date	Proposal #
4/30/2024	468

Scope of Work
14508 Stern Way

Customer

Naples Reserve CDD  
Shane Willis  
2300 Glades Rd., Ste # 410W  
Boca Raton, FL 33431

## Proposal

Description	Cost
Total proposed cost to clean and replace rip rap at the drainage structure located at 14508 Stern Way in Naples Reserve CDD. We will utilize our construction crew to remove existing rip rap then reslope and install all new mirafi & new rip rap. Landscaping of any kind is excluded. Any work completed outside the scope of this proposal will result in additional charges. M.R.I Construction, Inc. cannot be held responsible for unforeseen situations or acts of Mother Nature.	6,800.00

Please Know that we cannot hold pricing according to our normal terms, as our vendors are not holding pricing to us. All quotes will need to be reviewed at the time of contract.

**Total Cost:** \$6,800.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. We will not be responsible for any unforeseen incidents when we dewater any System due to unforeseen Things. Also if we incur in cap rock or heavy digging that could not be seen prior to excavating. This proposal does not include replacing any landscaping (grass, trees, shrubs, etc.) unless otherwise noted. All jobsites will be left clean.

Authorized Signature


Mike Radford President

**ALL INVOICES ARE DUE WITHIN 30 DAYS IF NOT THERE IS A 10% LATE FEE ADDED TO ALL INVOICES**


Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Date of Acceptance \_\_\_\_\_

# Collier County Property Appraiser

MAP SIZE: SMALL | MEDIUM | LARGE



- Introduction
- Search for Parcels by
- Search Results**
- Parcel ID: 0346840305
- Name: NAPLES RESERVE HOMEOWNERS
- Street & Name:
- Build# / USMF: REC8 / 1
- Map
- Layers
- Legend
- Print



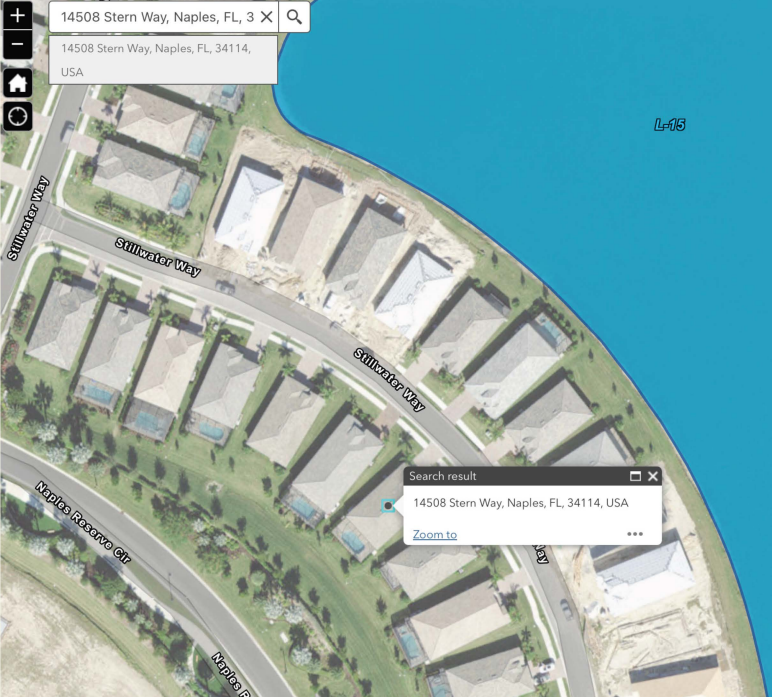
- Zoom In
- Zoom Out
- Identify
- Pin
- Measure
- Full County View
- Previous View
- Zoom To Selected
- Clear Map Graphics
- Overview

Aerial Year: 2023  
Sales Year: OFF

**FLGIS SOLUTIONS** Naples Reserve CDD

14508 Stern Way, Naples, FL, 3 X

14508 Stern Way, Naples, FL, 34114, USA



Search result

14508 Stern Way, Naples, FL, 34114, USA

[Zoom to](#)

# AREA LEADING TO THE BACK OF THE HOME WHERE THE HOMEOWNER IS EXPERIENCING ISSUES WITH DRAINAGE



Naples, United States  
Stern Way, 14508  
34114  
Feb 8, 2024, at 9:32 AM







Naples, United States  
Stern Way, 14494  
34114  
Feb 8, 2024 at 9:32 AM





Naples, United States  
Stern Way, 14504  
34114  
Feb 8, 2024 at 9:30 AM





Naples, United States  
Stern Way, 14504  
34114  
Feb 8, 2024 at 9:30 AM





Naples, United States  
Starn Way, 14494  
34114  
Feb 8, 2024 at 9:31 AM





Naples, United States  
Stern Way, 34494  
34114  
Feb 8, 2024 at 9:31 AM





Naples, United States  
Starn Way, 14494  
34114  
Feb 8, 2024 at 9:31AM



**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**9**

**Naples Reserve CDD**

**Lake Treatment Report for March - April 17<sup>th</sup> 2024**

Lake #	Work Performed	Target	Target	Treatment Date	Treatment Date	Notes
1	Treated	Grasses/Weeds	Grasses/Weeds	3/14/2024	3/12/2024	Sprayed Littorals for Grasses/weeds
2	Treated	Grasses/Weeds		3/11/2024		Sprayed Littorals for Grasses/weeds
3	Treated	Grasses/Weeds		3/12/2024		Sprayed Littorals for Grasses/weeds
4	Treated	Grasses/Weeds	Grasses/Weeds	3/14/2024	3/12/2024	Sprayed Littorals for Grasses/weeds
5	Treated	Grasses/Weeds		3/12/2024		Sprayed Littorals for Grasses/weeds
6	Treated	Grasses/Weeds	Grasses/Weeds	3/14/2024	3/12/2024	Sprayed Littorals for Grasses/weeds
7	Treated	Grasses/Weeds		3/13/2024		Sprayed Littorals for Grasses/weeds
8	Treated	Grasses/Weeds	Grasses/Weeds	3/14/2024	3/11/2024	Sprayed Littorals for Grasses/weeds
9	Treated	Grasses/Weeds		3/12/2024		Sprayed Littorals for Tropedograss
10	Treated	Grasses/Weeds		3/12/2024		Sprayed Littorals for Grasses/weeds
11	Treated	Grasses/Weeds	Grasses/Weeds	3/14/2024	3/12/2024	Sprayed Littorals for Grasses/weeds
12	Treated	Grasses/Weeds	Grasses/Weeds	3/14/2024	3/12/2024	Sprayed Littorals for Grasses/weeds
13	Treated	Grasses/Weeds		3/14/2024		Sprayed Littorals for Grasses/weeds
14	Treated	Grasses/Weeds		3/14/2024		Sprayed Littorals for Grasses/weeds
15	Treated	Grasses/Weeds		3/14/2024		Sprayed Littorals for Grasses/weeds
16	Treated	Grasses/Weeds	Grasses/Weeds	3/7/2024	3/14/2024	Sprayed Littorals for Grasses/weeds
17	Treated	Grasses/Weeds	Grasses/Weeds	3/7/2024	3/15/2024	Sprayed Littorals for Grasses/weeds
18	Treated	Grasses/Weeds		3/15/2024		Sprayed Littorals for Grasses/weeds
19	Treated	Grasses/Weeds		3/13/2024		Sprayed Littorals for Grasses/weeds



Lake #	Work Performed	Target	Target	Treatment Date	Treatment Date	Notes
20	Treated	Grasses/Weeds		3/11/2024		Sprayed Littorals for Grasses/weeds
21	Treated	Grasses/Weeds		3/15/2024		Sprayed Littorals for Grasses/weeds
24	Treated	Algae		3/19/2024		Treated lake for Algae
L-2 Island						

In addition to our regular lake tech, we have a five-man crew on site backpack spraying all lakes and littorals, by using backpack sprayers we can be more selective in our treatment when working in the littorals areas. Water levels are still low so there is still a large amount of exposed banks. Overall property looks good, not seeing any major problem at this time.

	<p>Lake 3 Looks good no problems to report</p>
---	--



Lake 4 Water levels low treated littorals for grasses and weeds



Lake 12 Looks good no problems to report



See below lake map with littorals areas marked that we will spraying back the Spikerush over the next few months



**SUPERIOR WATERWAY  
SERVICES, INC.**



Lake #	Work Performed	Target	Target	Treatment Date	Treatment Date	Notes
1	Inspected			4/17/2024		No major Problems
2	Inspected			4/17/2024		No major Problems
3	Treated	Tropedogross		4/17/2024		Sprayed Littorals for Tropedogross
4	Treated	Tropedogross		4/17/2024		Sprayed Littorals for Tropedogross
5	Treated	Algae		4/17/2024		
6	Treated	Tropedogross		4/11/2024		Sprayed Littorals for Tropedogross
7	Treated	Algae		4/17/2024		Treated lake for Algae
8	Treated	Tropedogross		4/11/2024		Sprayed Littorals for Tropedogross
9						
10						
11						
12	Treated	Algae		4/17/2024		Treated lake for Algae
13						
14						
15						
16						
17	Treated	Tropedogross		4/17/2024		Sprayed Littorals for Tropedogross
18	Treated	Algae		4/17/2024		Treated lake for Algae
19	Treated	Grasses/Weeds		4/17/2024		Sprayed lake bank weeds

**SUPERIOR WATERWAY  
SERVICES, INC.**



Lake #	Work Performed	Target	Target	Treatment Date	Treatment Date	Notes
20	Treated	Grasses/Weeds		4/17/2024		Sprayed lake bank weeds
21	Treated	Grasses/Weeds		4/11/2024		Sprayed lake bank weeds
24	Treated	Grasses/Weeds		4/11/2024		Sprayed lake bank weeds
L-2 Island						

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

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

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The Board of Supervisors of the Naples Reserve Community Development District held a Regular Meeting on March 14, 2024 at 10:00 a.m., at the Island Club at Naples Reserve, 14885 Naples Reserve Circle, Naples, Florida 34114.

**Present were:**

Thomas Marquardt	Chair
Anna Harmon	Assistant Secretary
Lisa Wild	Assistant Secretary
Gregory Inez	Assistant Secretary

**Also present:**

Jamie Sanchez	District Manager
Shane Willis	Operations Manager
Meagan Magaldi	District Counsel
Terry Cole	District Engineer
Andy Nott	Superior Waterways
William Koukios	Resident
Heidi McIntyre	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Sanchez called the meeting to order at 10:00 a.m.

Supervisors Marquardt, Harmon, Wild and Inez were present. Supervisor Godfrey was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Chair's Opening Remarks**



39 Mr. Marquardt stated he met with HOA President Heidi Devlin and her staff to discuss  
40 issues that involve both the HOA and the CDD. BrightView Landscaping (BrightView) agreed to  
41 cut the grass up to the “sod line” but anything beyond that point is the CDD’s responsibility.  
42 Under consideration was going from community to community examining what areas are  
43 inaccessible to determine what the CDD must cut. Mr. Willis will report on this and some  
44 matters concerning GreenPointe later in the meeting.

45 Mr. Marquardt stated that he and Ms. Devlin thought it best to coauthor the newsletter  
46 since there are some overlapping issues. He is preparing a draft of the newsletter; upon  
47 completion the draft will be forwarded to Ms. Sanchez.

48 ▪ **Update: Superior Waterways**

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

50 Mr. Nott discussed the following:

51 ➤ Additional Plantings: After surveying the property, he recommends waiting until next  
52 season to install additional plantings, so that the high-water mark can be determined and a  
53 better plan formulated regarding where and how much to plant.

54 ➤ Fishing Areas: The lakes do not have many potential fishing areas that are not in  
55 proximity to residences. Fishing areas must be on common areas; there are a few suitable areas  
56 in which technicians can install signs and spray frequently to keep the water clear and free of  
57 vegetation. If desired, he will provide a list of suitable locations.

58 ➤ Spikerush: A plan for spraying spikerush back to a reasonable level, utilizing boats, is  
59 being developed. All spikerush cannot be removed, as the littoral shelves must remain.  
60 Reduction will be gradual, as over spraying leads to excessive amounts of dead plant material.  
61 Plans will be developed to address areas inaccessible by boat. This will be an ongoing effort.

62 ➤ Lake Banks: A crew has been weed eating lake banks on Tuesday, Wednesday and  
63 today, and they will be back tomorrow. More trimming might be necessary in the future; a list  
64 of areas trimmed will be provided when complete. There are many gray areas and there are  
65 some slope issues. It is a learning process; crews are being cautious not to spray too high and  
66 cause erosion problems, rather than following resident requests about where to spray.

67 Discussion ensued regarding lake banks trimmed and areas in need of trimming.

68 Mr. Marquardt stated the CDD has been contracting with LandCare in the areas that  
69 BrightView's equipment cannot access; he thinks the Board should discuss whether to continue  
70 that contract.

71 Mr. Willis stated that the contract drafted by District Counsel is scheduled to be  
72 executed next week; it is for a one-time trimming based on the Board's guidance at the  
73 previous meeting. Currently, three teams are engaged, including Superior Waterways, LandCare  
74 and the HOA's new vendor, BrightView. After the initial cutting, Staff will evaluate whether to  
75 do any additional areas and whether to execute another contract with LandCare or a change  
76 order to another contract. Mr. Marquardt voiced his opinion that the areas should be  
77 maintained three to four times per year and that a long-term contract is needed and this should  
78 be handled as efficiently and inexpensively as possible.

79 Mr. Willis believes that SOLitude's failures and the 29" rain deficit, which seeded the  
80 lake banks and allowed excessive plant growth, were the main issues. He thinks that, in the  
81 rainy season, the weeds will likely be flooded out as water levels rise to the level of the sod,  
82 eliminating the 4' strip of weeds.

83 Mr. Nott noted that the high-water mark will also help determine what homeowners are  
84 responsible for and what the CDD is responsible for.

85 The consensus was that the lakes are currently well below the control elevation.  
86

#### 87 **FOURTH ORDER OF BUSINESS**

#### **Update: Leeward Drainage Mitigation**

- 88
- 89 **▪ Consideration of Napier Sprinkler, Inc. Proposal #e1378 [14749 Leeward Dr] Drainage**  
90 **Correction**

91 **This item, previously Item 5C, was presented out of order.**

92 Referring to a projected image, Mr. Cole identified an area where a pool was  
93 constructed and an existing swale was filled in with soil from the pool and/or the lanai  
94 construction, blocking the flow of water. He discussed the proposed solution and identified the  
95 locations of 12" square yard drains, elevations, small catch basins, pipes and connections in  
96 relation to the buffer area maintained by the CDD.

97 Mr. Cole responded to questions and presented a proposal from Napier Sprinkler  
98 totaling approximately \$23,710. He noted that the expense is significant, as a lot of grading is  
99 needed.

100 Mr. Marquardt asked who is responsible for the repairs, from a legal standpoint, given  
101 that the pool was installed by a property owner who no longer lives there. He asked if it is the  
102 CDD's responsibility or the responsibility of the current property owner.

103 Ms. Magaldi stated it is not the CDD's fault and she noted that the stormwater rules  
104 need to be considered.

105 Mr. Cole stated the filling in of the swale is limiting the stormwater system from  
106 functioning as it should. In this case, it is causing water to back up and not flow as it should; this  
107 particular case is affecting the two upstream lots to the left of the residence.

108 Mr. Marquardt asked if the CDD has any recourse to pursue a remedy with the pool  
109 installer. Ms. Magaldi stated it cannot because the CDD did not have a contract with the pool  
110 contractor; the original homeowner had the contract. Mr. Marquardt stated he is unwilling to  
111 pursue the property owner. Ms. Magaldi agreed that it is unfortunate but many communities  
112 are dealing with similar issues; in her opinion, the Board needs to balance property that needs  
113 to be fixed and the cost of repairs versus the CDD's budget. She stated that some communities  
114 are drafting rules whereby the CDD will identify problematic properties and it will unfortunately  
115 be the homeowner's responsibility to repair the problem.

116 A Board Member expressed their belief that the issue is not on the property owner's  
117 property.

118 Discussion ensued regarding the displayed GIS map.

119 Mr. Koukios stated that the day the dirt was dumped, he went to the Management  
120 Team to report it and provide photos. He stated that nothing was done and noted that he has  
121 had flooding and dirty water in his pool for two years; his opinion is that the CDD is responsible.  
122 He stated he submitted aerial and drone photos and documentation.

123 Mr. Marquardt stated he is very sympathetic.

124 Mr. Koukios voiced his opinion that the CDD is responsible because it was approved.

125 Mr. Marquardt observed that the County inspector noted such issues in the past but, in  
126 this case, no issue was raised.

127 The Board and Staff discussed the GIS images of the area in question and whether it is at  
128 least partially an HOA issue, given that it is affecting HOA property.

129 Discussion ensued regarding removal and regrading of dirt, permissions needed to work  
130 on HOA property and similar remediations in which dirt was placed in a common area and a  
131 swale was later restored.

132 The Board and Staff discussed requesting alternative proposals without drainage.

133 Ms. Magaldi feels that the first course of action should be to share the information with  
134 the HOA, given that it is an HOA matter since it is on HOA property. Mr. Marquardt stated he  
135 will schedule a call with Ms. Devlin.

136

137 **FIFTH ORDER OF BUSINESS**

**Consideration of Napier Sprinkler, Inc.  
Proposals**

138

139

140 **A. Proposal #e1327 [14398 Laguna Springs] Grading Slope Correction**

141 Referring to a projected image, Mr. Cole presented Napier Sprinkler, Inc. Proposal  
142 #e1327. He recalled that an initial proposal was presented last year and no action has been  
143 taken since high grasses were cut. It is unclear when this occurred but the lakes were sodded  
144 before homes were built and it is likely that some damage occurred due to Hurricane Irma.

145 Discussion ensued regarding the cost and suitability of the repair and the means of  
146 maintaining the area after repairs are completed.

147 Ms. Sanchez noted that funds are available in the "Other repairs and maintenance" line  
148 item.

149 The Board and Staff discussed the necessary repairs and contractors capable of  
150 maintaining the area after remediation.

151 This item was tabled pending receipt of additional proposals for consideration.

152 **B. Proposal #e1350 [14266 Galley Ct] Grading Slope Correction**

153 Napier Sprinkler, Inc. Proposal #e1350 was discussed.

154 This item was tabled pending receipt of additional proposals for consideration.

155 **C. Proposal #e1378 [14749 Leeward Dr] Drainage Correction**

156 This item was discussed during the Fourth Order of Business.

157

158 **SIXTH ORDER OF BUSINESS**

**Discussion: Storm Drains**

159

160 Mr. Marquardt stated, in discussing storm drains with Ms. Devlin, they were surprised  
161 to learn that some storm drains are located on HOA property, such as in the Island Club parking  
162 lot. While maintaining those is the HOA's responsibility, this is not the HOA's area of expertise.  
163 He agrees with the concept that the CDD should take charge of the storm drains but questioned  
164 at what cost. While the storm drains might be on HOA property, the drain lines eventually go to  
165 CDD lakes and CDD pipes. He suggested that a discussion is needed, from legal and engineering  
166 standpoints, and a Memorandum of Understanding might be needed, because it makes sense  
167 for the CDD to address issues that arise.

168 Mr. Cole stated the Clubhouse storm drain is an example like some others that are not  
169 dedicated to the CDD on the plat.

170 Mr. Willis stated that he will have Mr. Phillips correct the GIS map, where the catch  
171 basin on Stern Way is incorrectly shown on Stillwater Way. He noted that the drain is plotted to  
172 the HOA and the drainage is not being maintained. Additionally, much like on Leeward, a swale  
173 was altered in the past so the grade is wrong, which is causing drainage to back up into  
174 residents' yards. It was noted that the drain is on HOA property.

175 Ms. Magaldi pointed out that whether CDD bonds were used to acquire these pipes  
176 must also be considered and, if so, they are CDD property. She believes a comprehensive  
177 audit/analysis of the storm pipes is needed because the CDD can only maintain assets that it  
178 owns. If it is defective, the CDD can maintain it on behalf of the HOA as long as the HOA  
179 reimburses the CDD.

180 Asked if the pipes were purchased using bond funds, Mr. Cole stated he believes that  
181 the pipe connecting the two lakes in the Leeward area was probably paid for by the CDD;  
182 however, a pipe from the HOA area to the street behind the lots was not necessarily paid for by  
183 the CDD.

184 The Board and Staff discussed the need to determine HOA and CDD ownership of pipes.

185 Mr. Willis noted that, generally, interconnecting pipes between two CDD lakes are  
186 owned by the CDD and drainage structures to another area or street drain are generally owned  
187 by the HOA since those pipes are not part of the stormwater system.

188 Ms. Wild noted that the HOA just completed drainage work on Naples Reserve  
189 Boulevard. She voiced her opinion that the HOA just needs to know where the other drains are.  
190 She has not observed the HOA maintaining any storm drains in the past four years. Mr.  
191 Marquardt stated that Ms. Devlin is now aware of the HOA's responsibility for maintaining the  
192 HOA's storm drains; the CDD referred vendors that the HOA can engage directly.

193 Mr. Marquardt stated the subject of responsibility for storm drains will be discussed  
194 during his phone call with Ms. Devlin. Mr. Willis stated he will work to develop a list in the  
195 coming weeks.

196

197 **SEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of January 31, 2024**

198

199

200 Ms. Sanchez presented the Unaudited Financial Statements as of January 31, 2024.

201 Regarding lake bank remediation, it was noted that two funds are available for lake bank  
202 issues; under Field Operations, \$150,000 is budgeted for "Other repairs and maintenance" and  
203 under Fund Balance, over \$240,000 is assigned specifically for "Lake bank remediation" work.

204

205 **On MOTION by Mr. Marquardt and seconded by Ms. Wild, with all in favor, the**  
206 **Unaudited Financial Statements as of January 31, 2024, were accepted.**

207

208

209 **EIGHTH ORDER OF BUSINESS**

**Approval of February 1, 2024 Regular  
Meeting Minutes**

210

211

212 Ms. Sanchez presented the February 1, 2024 Regular Meeting Minutes. The following  
213 changes were made:

214 Lines 275, 278 and 279: Change "Pokius" to "Koukios"

215

216 **On MOTION by Mr. Marquardt and seconded by Ms. Harmon, with all in favor,**  
217 **the February 1, 2024 Regular Meeting Minutes, as amended, were approved.**

218

219

220 **NINTH ORDER OF BUSINESS****Other Business**

221

222 Ms. Wild stated, because she is no longer on the Design Review Committee (DRC), she  
223 has trained the HOA office to request easement agreements because of some separation of  
224 duties at the DRC. She feels it is important for the CDD to review the requests before approval  
225 is given due to the potential for a conflicting ruling. She stated that a resident's request to  
226 extend a fence 1.5' into the 5' irrigation easement was denied but the resident did not comply  
227 and installed the fence anyway, without cementing it in. The County advised that they will not  
228 approve the fence or issue a Certificate of Occupancy (CO) for the fence without the approval of  
229 the HOA and CDD. The HOA already said no and, because the County asked for a letter, it is  
230 unclear that the letter of decision was sent from the HOA to the CDD.

231 Discussion ensued regarding the request, DRC processes and the home, which is on the  
232 preserve side.

233 Mr. Willis noted that lake access issues can be a major problem. Ms. Sanchez stated the  
234 CDD would typically receive a letter once the DRC approves a request. Ms. Wild stated, in the  
235 past, requests that were approved were 1" to 3", not measured in feet. The consensus was that  
236 the CDD should defer to the HOA to make the initial decision and submit only requests to the  
237 CDD. Ms. Magaldi noted that approval from the DRC should be received before the CDD  
238 prepares any Encroachment Agreement. Ms. Sanchez stated her office will be informed not to  
239 proceed without approval from the DRC.

240

241 **TENTH ORDER OF BUSINESS****Staff Reports**

242

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

244 Ms. Magaldi stated the current legislative session is being monitored and updates will  
245 be provided regarding matters that pertain to CDDs.

246 

- **Draft Stormwater Management Rules and Policies**

247 Ms. Magaldi presented the Stormwater Management Rules and Policies, noting that  
248 they address responsibility for making repairs and paying for repairs. She stated that some rules

249 might be changed; for example, to allow the Board to identify specific properties with drainage  
250 issues and to require the property owners to make the repairs. She asked if it is contemplated  
251 that the HOA and the CDD will work together to develop these rules and plans and the approval  
252 of downspouts and gutters. Mr. Marquardt replied affirmatively.

253 Mr. Willis stated that schematics for installation of downspouts and drains are routinely  
254 provided in other CDDs. Ms. Harmon suggested providing a list of recommended vendors. Mr.  
255 Willis stated that a typical informational letter includes recommended fixes, a schematic and  
256 three vendors that the CDD has used in the past.

257 Ms. Magaldi asked if the CDD wants to assume all costs or to pass the costs along to the  
258 homeowners. Mr. Marquardt stated it depends. Ms. Magaldi stated there might be cases in  
259 which the repair would tie into CDD infrastructure.

260 Mr. Marquardt noted that, if the CDD supervises the project and works with the vendor,  
261 the project is supervised. Mr. Willis stated the projects have been done both ways; in some  
262 cases, residents have not paid and, in those instances, the CDD does not get reimbursed for  
263 payments. Ms. Magaldi stated the CDD can make rules and policies that can be enforced; the  
264 HOA has a better chance of reimbursement by placing a lien on property.

265 Ms. Magaldi believes the draft rules can be revised to allow the District Engineer to  
266 identify problematic properties. The CDD or the homeowner could pay for repairs and  
267 homeowners could be encouraged to be proactive.

268 Mr. Marquardt thinks some issues must be addressed on a case-by-case basis.

269 Ms. Magaldi stated she will revise the document and forward it to Ms. Sanchez.

270 Ms. Sanchez stated she will forward Ms. Godfrey's edits to the document.

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

272 Ms. Sanchez stated she provided the Board Members with the letter requested at the  
273 last meeting, with Ms. Magaldi's edits and modifications.

274 Mr. Cole presented the letters that homeowners would receive regarding issues  
275 identified on their lot. He thanked Ms. Magaldi for her assistance. It was noted that the letters  
276 will be utilized following the Lake Audit.

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



278           •       **Monthly Report**

279           •       **Proposal/Treatment Plan to Better Manage Lakes**

280           Mr. Willis stated that Philip built the structure of the GIS mapping system. He  
281 demonstrated the functional use of the system, noting that additional information will be  
282 added as Mr. Nott completes his assessments; plantings required by the LDO will be marked.  
283 Additional information will be added, along with the system links to the Collier County Property  
284 Appraiser’s information. Mr. Marquardt noted that easements should be included and asked  
285 for a proposal for consideration.

286           Mr. Willis distributed a presentation about littorals, which provide more than just  
287 beautiful scenery. He explained that littorals are essential features and a key indicator of  
288 environmental health. The littoral zone is known as a “littoral shelf” and they provide a healthy  
289 aquatic ecosystem. In addition to nurturing communities of fish and wildlife, littoral zones  
290 foster biological bacteria, which is good for the lakes because it eats algae. Wildlife, such as zoo  
291 plankton and other organisms, serve a critical role in the foundation of the food web. Littoral  
292 areas are also the first line of defense against nutrient pollution; their purpose is to catch the  
293 runoff and sediment before it enters the lakes and catch nutrients and allow them to settle  
294 before water flows to the outfall. As phosphorus and nitrogen flow to the water during  
295 rainstorms, they are intercepted by native plants and used as fuel by those plants, preventing  
296 water stagnation, cloudiness, bad odors and muck. The biological bacteria at lake bottoms eats  
297 the muck; when a muck layer forms at the bottom of some lakes, bacteria can be injected to  
298 help prevent algae growth. Littoral zones fill the space that joins water to land, stabilizing lake  
299 banks and preventing chronic erosion problems, usually over time. It can take 30 years to get  
300 the look and feel of a natural lake.

301           Ms. Harmon asked if the information can be posted on the CDD website. Ms. Sanchez  
302 stated that the CDD website is very limited in what can easily be posted due to the Americans  
303 with Disabilities (ADA) compliance requirements. The consensus was to post it on the HOA  
304 website.

305           The Board and Staff thanked Mr. Willis for the presentation.

306 Ms. Wild recalled that the Mosquito Control District advised that it will provide  
307 mosquito fish for the lakes. Mr. Willis believes the fish would be provided but at a cost.

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

- 309 • **NEXT MEETING DATE: May 9, 2024 at 10:00 AM**

- 310 ○ **QUORUM CHECK**

311 The next meeting will be held on May 9, 2024. The proposed Fiscal Year 2025 budget  
312 will be discussed in May and presented for consideration in June.

313

314 **ELEVENTH ORDER OF BUSINESS**

**Public Comments**

315

316 Resident Heidi McIntyre asked how the SFWMD determines how deep the littoral shelf  
317 should be. Mr. Willis stated the general rule is that the littoral shelf should be 15' off the lake  
318 bank and a ribbon approximately 4' to 5' wide. Ms. McIntyre recalled discussion about  
319 developing fishing areas. It was noted that common areas will be considered for fishing, rather  
320 than clearing out waterways behind residences for fishing.

321

322 **TWELFTH ORDER OF BUSINESS**

**Supervisors' Requests**

323

324 There were no Supervisors' requests.

325

326 **THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

327

328 **On MOTION by Mr. Marquardt and seconded by Ms. Wild, with all in favor, the**  
329 **meeting adjourned at 11:24 a.m.**

330

331

332

333

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

334  
335  
336  
337  
338

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

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

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

**STAFF**  
**REPORTS**  
**A**

**STORMWATER MANAGEMENT  
RULES AND POLICIES  
FOR  
NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT**

**Section 1. Short Title, Authority and Applicability**

a. This document shall be known and may be cited as the “Stormwater Management Rules and Policies for Naples Reserve Community Development District”.

b. The Board of Supervisors (the “**Board**”) of Naples Reserve Community Development District (the “**District**”) has the authority to adopt rules and policies pursuant to Chapter 190 of the Florida Statutes, as amended.

c. These rules and policies shall be applicable to all those property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the master stormwater management system operated by the District.

d. It is intended that these Rules will be administered in conjunction with the Gutter, Downspout, and Drainage Standards (the “**Standards**”) published and enforced by the Design Review Committee of the Naples Reserve Homeowners Association, Inc., as may be amended from time to time. The Standards have been developed jointly by the Naples Reserve Homeowners Association, Inc. (the “**Association**”) and the District to meet both the aesthetic needs of the Association as well as the functional needs required by the District to significantly limit erosion and washout to lake banks which may affect the proper operation of the Master Stormwater System (defined herein). A copy of the Standards may be obtained on the District’s website at [naplesreservecdd.net](http://naplesreservecdd.net).

**Section 2. Background, Intent, Findings and Purpose**

a. The District was created pursuant to the provisions of Chapter 190, Florida Statutes (the “**Act**”) and was established to provide for ownership, operation, maintenance, and provision of various public improvements, facilities and services within its jurisdiction. The purpose of these rules and policies (individually, each a “**Rule**” and collectively, the “**Rules**”) is to describe the various policies of the District relating to stormwater management.

b. Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.

c. A Rule of the District shall be effective upon adoption by affirmative vote of the Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely

**Commented [MM1]:** These stormwater rules contemplate that the District and the Association will work together to develop gutter, downspout and drainage standards. Will this be the case? Is it the District’s intent to work jointly with the Association? Or, does the Association have something existing? Where would these be posted?

cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

d. The District is the operating entity responsible for the long-term operation and maintenance of the master stormwater management system servicing the property located within the boundaries of the District (the "**Master Stormwater System**"). The District owns certain real property and other improvements which comprise the Master Stormwater System. Stormwater lakes, ponds, control structures, lake interconnect piping, littoral plantings and natural wetlands are all integral parts of the Master Stormwater System. The owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly. The failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could result in significant damage or harm to real property, personal property and/or homes with the District.

e. The Master Stormwater System is permitted through South Florida Water Management District ("**SFWMD**") and Collier County ("**County**"), and the regulations of such governmental bodies control the design, operation and use of the Master Stormwater System. Notwithstanding the same, consistent with the regulations of such entities there are certain practices and actions that can be controlled to enhance the effectiveness of the Master Stormwater System and improve the overall function and aesthetic value of the Master Stormwater System.

f. Runoff from normal rain events, tropical storms and hurricanes originating from impervious surfaces such as roofs, gutters and downspouts, may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System. Based upon prior experiences of the District, undertaking corrective action for such events may result in the District expending significant sums of money to restore the Master Stormwater System (including lake banks) to maintain compliance with applicable permits and ensure public safety. These Rules are intended to establish rules and policies relating to the following installation and use of gutters and downspouts and other forms of drainage on privately owned property within the District ("**Lot Outfall Improvements**") that are discharging via overland flow or discharging directly into the District's lakes and wetlands. These Rules are intended to serve the following goals: (1) reduce and/or spread the volume of water flowing from an owner's property toward the lakes and wetlands within the District; (2) reduce the velocity of water flowing from an owner's property toward the lakes and wetlands; and (3) maintain compliance with applicable SFWMD and County permits and regulations.

**Commented [MM2]:** Does this encompass all of the improvements? Should dry wells be included?

### **Section 3. Gutters and Downspouts**

a. **Installation or Modification of Gutters or Downspouts Generally.**

i. Drainage patterns for each property within the District shall be consistent with the approved SFWMD permit for the subject property. In the event the drainage pattern, direction or outfall from a particular property is proposed to be altered or is currently inconsistent with the approved SFWMD permit and all appurtenant permit modifications, then a modification to the applicable SFWMD permit would be required. All permitted cross sections and grade

elevations shall be maintained per the applicable SFWMD permit unless and until a modification is approved.

ii. The installation or modification of Lot Outfall Improvements on a home, condominium building or other structure (a “**Structure**”) within the District shall be subject to the Rules set forth herein and also subject to the Standards.

iii. In order to prevent erosion and washouts upon the banks and shorelines of the District’s stormwater retention ponds/lakes caused by stormwater runoff emanating from gutter and downspout discharge, or runoff from any impervious structure including, but not limited to, roof-tops, driveways, patios, or outbuildings, any Lot Outfall Improvements on property that is adjacent to a stormwater retention pond/lake that may potentially require a drainage connection system to collect and properly discharge storm water runoff to avoid erosion and washouts, as deemed necessary by the District, as set forth in more detail in subsection (iv) below, shall be designed such that all water runoff will be collected and routed to pipes, collection boxes and other drainage improvements located on District Property (“**District Outfall Improvements**,” and together with the Lot Outfall Improvements the “**Outfall Improvements**”) by a method consistent with the Standards and applicable permitting. Attached hereto and made a part hereof as “**Exhibit A**” are example concepts showing various methods within the District of collecting stormwater runoff and illustrating the intrusion of the Outfall Improvements into the adjacent lake to discharge the stormwater. As reflected in each of the attached examples, all outfalls from the Outfall Improvements into the lake shall be installed below the control elevation of the lake. All drainage design plans for Outfall Improvements are to be consistent and compliant with existing permits, rules and regulations. As the District is the owner of the adjacent lake property, no intrusion of Outfall Improvements into a lake shall be permitted without the prior review and approval of the District. Further, each example of Outfall Improvements has a defined connection point (the “**Connection Point**”) to delineate the separation of maintenance responsibility of the District and the owner. The District will be responsible for maintenance of improvements below the Connection Point and the owner will be responsible for maintenance of improvements above the Connection Point.

**Commented [MM3]:** Engineer will need to prepare illustrations for Exhibit “A”.

**Commented [MM4]:** Confirm with Engineer that this is an accurate delegation of maintenance responsibility.

iv. The District may periodically identify properties within its boundary (each a “**Drainage Property**” and collectively, the “**Drainage Properties**”) on which the installation and/or modification of Lot Outfall Improvements or connections to District Outfall Improvements are determined to be necessary in order to significantly limit washouts and erosion to lake banks which may affect the proper operation of the Master Stormwater System. The Association has agreed to use all due diligence and enforcement mechanisms at its disposal in order to facilitate the District’s installation and or modification of Lot Outfall Improvements on the Drainage Properties. The District shall pay for the costs to install and/or modify the Lot Outfall Improvements on the Drainage Properties, however, the owners of the Drainage Properties will be responsible for maintenance of the Lot Outfall Improvements above the Connection Point.

**Commented [MM5]:** District to review and determine whether this section should be included.

**Commented [MM6]:** GENERAL NOTE: As drafted, much of the burden and cost of the installation and connection of the outfall improvements is placed upon the District (i.e. those properties identified as “Drainage Properties” for which the installation/modification is deemed necessary in order to limit erosion and washouts). However, you could attempt to shift this cost and burden to the individual homeowners. It is a financial and policy decision. For the particularly problematic areas, however, it may be worth considering that the District may need to pay for the improvements if the work is to be done. Otherwise, homeowners may not elect to perform the work themselves.

b. **Homes and Buildings Identified as Drainage Properties.**

i. **Compliant Existing Lot Outfall Improvements.** If a Structure on a Drainage Property has existing Lot Outfall Improvements that meet the Standards and if District Outfall

Improvements have already been permitted and installed adjacent to the Drainage Property, the District shall coordinate with the Association to ensure that the existing Lot Outfall Improvements are connected to the District Outfall Improvements. The District will review whether any additional permitting through SFWMD and/or the County is required to connect the existing Lot Outfall Improvements to the District Outfall Improvements. If additional permitting is required, then the District shall be responsible for the cost and expense of any additional planning, design, engineering and permitting required for the connection. The District shall be responsible for all costs and expenses relating to the connection to the existing Lot Outfall Improvements. The District shall enter into a temporary license agreement in substantially the form attached hereto as “**Exhibit B**” (the “**License Agreement**”) with the owners of the Drainage Properties to allow for access to the property in order to connect the existing Lot Outfall Improvements to the District Outfall Improvements. Once the connection is made, the District shall be responsible for maintenance of only improvements below the Connection Point and the Property Owner (or the property owner’s successor in title) will be responsible for maintenance of improvements above the Connection Point. The Property Owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

**Commented [MM7]:** Will this work?

**Commented [MM8]:** Confirm allocation and responsibility potential procedure

**Commented [MM9]:** District to review and determine whether the requirement for homeowners to enter into a License Agreement should be included.

ii. No Compliant Lot Outfall Improvements or No Existing Lot Outfall Improvements. If a Structure on a Drainage Property has Lot Outfall Improvements that do not meet the Standards or if there are no existing Lot Outfall Improvements on the property, the District shall coordinate with the Association to install all necessary Lot Outfall Improvements (including District Outfall Improvements draining directly into a lake) which meet the Standards. The District will review whether any additional permitting through SFWMD and/or the County is required for the installation of all improvements. If additional permitting is required, then the District shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the installation of the improvements. The District shall be solely responsible for all costs and expenses relating to the installation of any Outfall Improvements. All work shall be performed and completed consistent with applicable permits and approvals. The District shall enter into a License Agreement with the owners of the Drainage Property to allow for access to the property in order to install the Lot Outfall Improvements. Once the installation of the Lot Outfall Improvements is complete, the District shall be responsible for maintenance of only improvements below the Connection Point and the Property Owner (or the Property Owner’s successor in title) will be responsible for maintenance of improvements above the Connection Point. The Property Owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Property Owner’s property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

**Commented [MM10]:** Review and discuss

**Commented [MM11]:** GENERAL NOTE: As drafted, for those properties not identified as Drainage Properties (i.e. properties for which the installation/modification is deemed necessary in order to limit erosion and washouts), the cost of the installation/modification of the improvements is shifted to the individual homeowners. This should be discussed in connection with the above note regarding cost distribution, policy goals, and CDD finances.

c. Homes and Buildings Not Identified as Drainage Properties



i. Homes and Buildings Desiring Lot Outfall Improvements Not Identified as Drainage Properties. The District shall not be responsible for the costs and expenses associated with any Lot Outfall Improvements made on properties that have not been designated as Drainage Properties. If a Property Owner is required by the Association to install any improvements necessary to bring the Structure in compliance with the Standards, or if a Property Owner wishes to install said improvements on their own accord, the Property Owner shall be responsible for any costs associated with the improvements. This includes any cost and expense of any additional planning, design, engineering and permitting required for the installation. If the Lot Outfall Improvements include a direct connection to a previously installed District Outfall Improvement, the District will be responsible for maintenance of only improvements below the Connection Point and the Property Owner (or the Property Owner's successor in title) will be responsible for maintenance of improvements above the Connection Point. The Property Owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Property Owner's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

**Section 4. Compliance with Laws**

All property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the Master Stormwater System shall, in addition to these Rules, be obligated to comply with all applicable federal, state, and local laws and regulations including, without limitation, all permits issued by SFWMD for the operation and use of the Master Stormwater System.

**Section 5. Enforcement**

The District shall have any and all rights available under the Act and Florida law to enforce the provisions of these Rules. The District's staff including, without limitation, the District Manager shall have the authority to act on behalf of the District with respect to the enforcement of these Rules including, without limitation, taking any actions necessary to the enforcement and/or prosecution of violations of these Rules consistent with Florida law. In addition to, and not as a limitation on the District, the District shall have the right to notify SFWMD, Collier County or any other appropriate regulatory body of a violation of these Rules or any existing permits issued by any such regulatory body.

**Section 6. Effective Date**

These Rules shall be effective upon their adoption.

**Exhibit A** – Stormwater Collection Illustrations

**Exhibit B** – License Agreement

**Exhibit "A"**

**Commented [MM12]:** Engineer to prepare Stormwater Collection Illustrations.

## Exhibit "B"

### LICENSE FOR ACCESS

**THIS LICENSE FOR ACCESS** (this "**License**") is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, by and between \_\_\_\_\_ ("**Licensor**") and NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes ("**Licensee**").

### RECITALS

**WHEREAS**, Licensor is the owner of certain real property located at \_\_\_\_\_ and shown on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Property**"); and

**WHEREAS**, Licensee is undertaking a project to prevent erosion and other damage to the stormwater ponds/lakes it owns located throughout the Naples Reserve residential community from surface water runoff from residential properties (the "**Project**"); and

**WHEREAS**, as the Project necessitates that the Licensee, in coordination with the Naples Reserve Homeowners Association, Inc. ("**Association**"), install drainage improvements including, but not limited to, gutters, downspouts and drains ("**Drainage Improvements**") in a manner which meets Association Design Review Committee and Licensee standards on certain properties; and

**WHEREAS**, Licensee has identified the Property as one on which Drainage Improvements are necessary in order to meet the goals of the Project; and

**WHEREAS**, the plans for the Drainage Improvements to be installed on the Property are attached hereto as **Exhibit "B"**; and

**WHEREAS**, pursuant to Article XIV, Section 2 of that certain *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Naples Reserve*, recorded in the Official Records of Collier County, Florida at Official Records Book 5155, Page 661, as amended from time to time, Licensee has an easement over the property for the purpose of "ingress, egress, and access to properties and facilities of the Districts which may be created, and for the installation, maintenance, repair and replacement thereof" provided Licensee's exercise of the easement does "not include a right to enter any enclosed structure on a Unit or to unreasonably interfere with the use of any Unit" (the "**Easement**"); and

**WHEREAS**, notwithstanding the existence of the Easement and without intending to impact Licensee's rights under the Easement, Licensee has requested that Licensor grant Licensee the right to temporarily access the portion of the Property identified on Exhibit A as the "**License Area**" in connection with the completion of the Project; and

**WHEREAS**, in furtherance thereof, Licensee has also requested that Licensor allow Licensee's agents, contractors and consultants, access onto the License Area for purposes of installing the Drainage Improvements in accordance with Exhibit B, and Licensor is willing to grant such access; and

**WHEREAS**, subsequent to the installation of the Drainage Improvements, Licensor agrees to be responsible for the maintenance of the Drainage Improvements located above the connection point to Licensee's master stormwater system.

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged by Licensor, Licensor and Licensee hereby agree as follows:

- 1. Recitals.** The above recitals are incorporated herein and made a part hereof.
- 2. Grant of Access.** Licensor hereby grants to Licensee, for itself, its agents, contractors and consultants, a license to enter onto the License Area for the purpose of Installing the Drainage Improvements ("**License Purpose**"), subject to the further terms and provisions hereof. Licensor represents and warrants to Licensee that it has full power and authority to grant Licensee the rights described herein.
- 3. License.** The rights granted herein to Licensee shall be deemed a license in favor of Licensee for the purposes as set forth herein. Notwithstanding anything to the contrary herein contained, this License shall automatically expire on the date upon which the Drainage Improvements are fully installed or, 202\_\_\_, whichever occurs sooner.
- 4. No Disruption.** Licensee agrees by acceptance hereof to undertake the License Purpose in a commercially reasonable manner customary and typical of similar projects so as not to unreasonably interfere with Licensor's use of the Property.
- 5. Restoration.** Licensee shall repair any damage resulting from the License Purpose and restore the Property to the condition it was in prior to Licensee's use of the License Area.
- 6. Maintenance.** Subsequent to the installation of the Drainage Improvements, Licensor agrees to be responsible for the maintenance of the Drainage Improvements located above the connection point to Licensee's master stormwater system
- 7. Entire Agreement.** This License contains the entire understanding between the parties and shall not be amended or modified except in a writing signed by the party to be charged.
- 8. Counterparts; Electronic Signatures.** This License may be executed in multiple counterparts, each of which shall be deemed an original and all of which collectively shall constitute one instrument. Further, Licensor and Licensee agree that this License may be executed and delivered by electronic signature and transmission.

*{Remainder of page intentionally left blank. Signatures appear on following page(s)}.*

**IN WITNESS WHEREOF**, the parties have executed this License as of the day and year first above written.

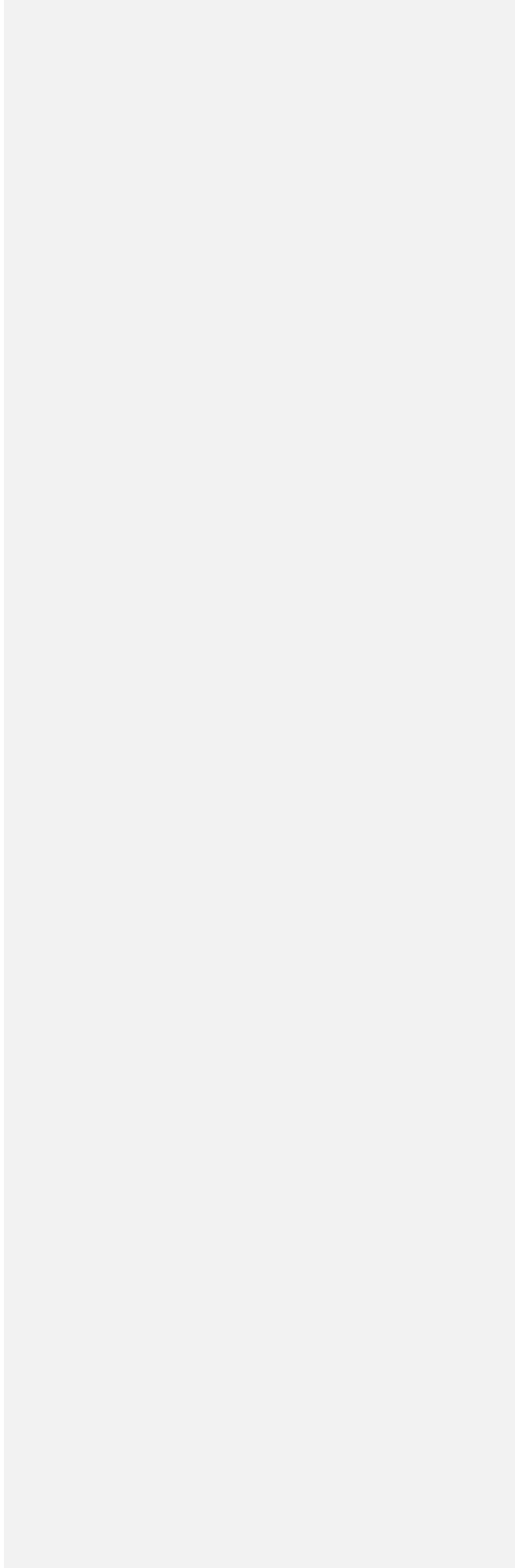
**LICENSOR:**

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

**LICENSEE:**

**NAPLES RESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

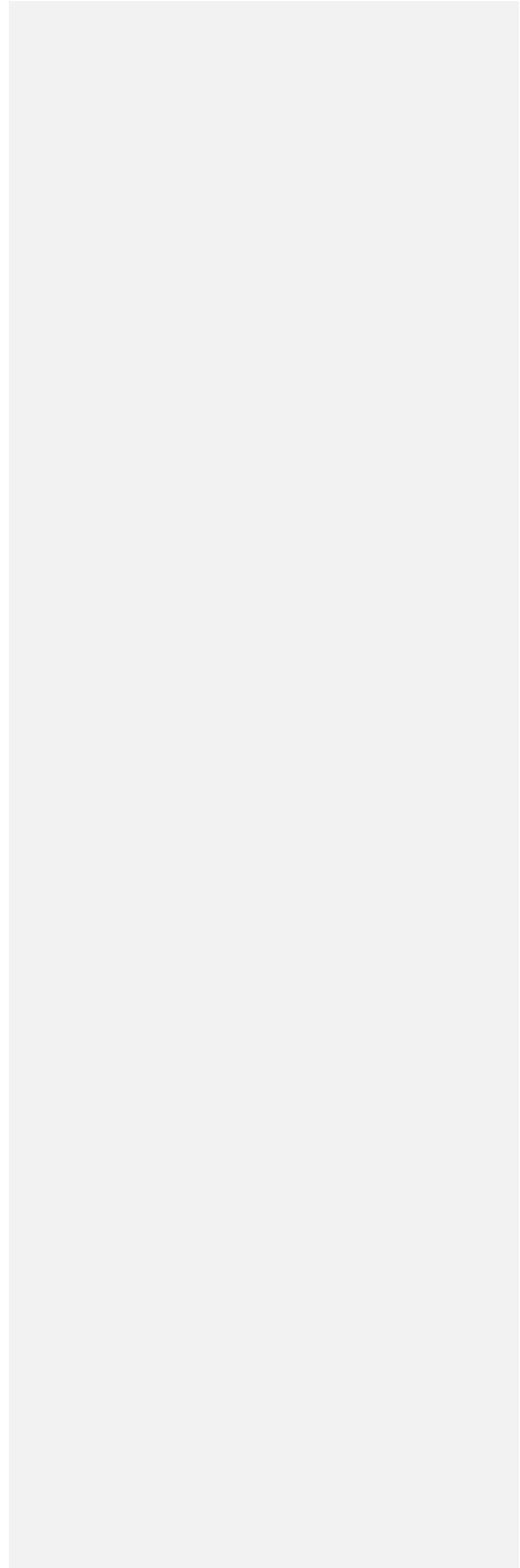
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Chairman / Vice Chairman



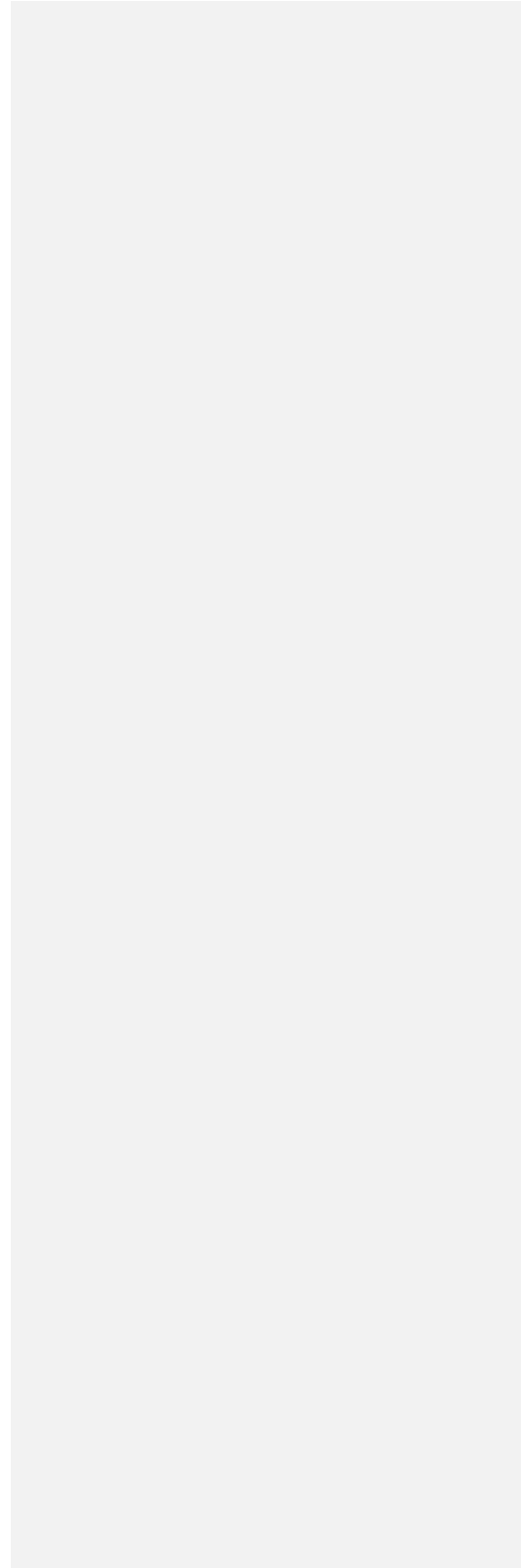
**EXHIBIT "A"**

**Depiction of the Property and License Area**

*(See Attached)*



**EXHIBIT "B"**  
**Plan for Drainage Improvements**  
*(See Attached)*



**AGREEMENT BETWEEN NAPLES RESERVE COMMUNITY  
DEVELOPMENT DISTRICT AND NAPLES RESERVE HOMEOWNERS  
ASSOCIATION, INC. REGARDING THE DIVISION OF RESPONSIBILITIES  
FOR SURFACE WATER DRAINAGE IMPROVEMENTS**

**Commented [MM13]:** This Agreement provided for review. District to discuss whether they desire to negotiate and enter into such an Agreement.

**THIS AGREEMENT** (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between **NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida (the “**District**”) and **NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”). (The Association and the District are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate and maintain systems, facilities and infrastructure in conjunction with the development of the lands within its boundaries; and

**WHEREAS**, the District has constructed and/or acquired, certain stormwater management facilities, including stormwater lakes, ponds (including seawall & rip-rap shoreline protection), storm inlets, drains, pipes, water quality swales, weirs, and other water control structures, lake interconnect piping, littoral plantings and natural wetlands (collectively the “**Master Stormwater System**”); and

**WHEREAS**, the District is obligated to operate and maintain these assets for the purpose of satisfying South Florida Water Management District (“**SFWMD**”) permitting requirements, and satisfying obligations under the District’s bond indentures to reasonably maintain assets funded with tax-exempt bond proceeds; and

**WHEREAS**, runoff from normal rain events, tropical storms and hurricanes originating from impervious surfaces such as roofs, gutters, and downspouts as well as drainage from other sources such as pools and dry-wells may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System; and

**WHEREAS**, the owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly and the failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could result in significant damage or harm to real property, personal property and/or homes within the District; and



**WHEREAS**, the Association is a Florida not-for-profit corporation which sets standards for improvements including, but not limited to, gutters, downspouts and drainage on properties within the District through the Association’s Design Review Committee; and

**WHEREAS**, the District seeks to coordinate with the Association to ensure that gutters, downspouts, and/or other forms of drainage on properties within the District (“**Lot Outfall Improvements**”) are installed in a manner which meets all permitting requirements and also meets both District and Association standards to help prevent erosion, washouts, or other damage to the Master Stormwater System lake banks within the district; and

**WHEREAS**, the District and the Association desire to define their respective obligations relative to this issue; and

**NOW, THEREFORE**, in consideration of the recitals, agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DISTRICT OBLIGATIONS.** The District shall identify properties within its boundary (“**Drainage Properties**”) on which the installation of Lot Outfall Improvements are necessary in order to significantly limit washouts and erosion to lake banks which may affect the proper operation of the Master Stormwater System. The District shall pay for the materials and installation for Lot Outfall Improvements on Drainage Properties. The District shall enter into a temporary license agreement with the owners of the Drainage Properties to allow for access to the property in order to install the Lot Outfall Improvements. The District shall be responsible for only the installation of the Lot Outfall Improvements and shall not be responsible for the maintenance of the Lot Outfall Improvements after installation. Specifically, for Lot Outfall Improvements which drain directly into the Master Stormwater System through a District constructed connection point, owners of Drainage Properties shall be responsible for maintenance of the Lot Improvement above the connection point.

The District shall additionally be responsible for ensuring that alterations to the drainage patterns for Drainage Properties caused by the installation of Lot Outfall Improvements are consistent with the approved South Florida Water Management District permit for the subject property. In the event the drainage pattern, direction or outfall from a particular Drainage Property is proposed to be altered by the District in a way which requires a SFWMD permit modification, the District shall coordinate with the SFWMD to obtain the necessary permit modifications.

**SECTION 3. ASSOCIATION OBLIGATIONS.**

**A. Development of Gutter, Downspout, and Drainage Standards.** The Association shall work with the District in developing a set of standards, to be titled “Gutter, Downspout,

and Drainage Standards,” for Lot Outfall Improvements which meet both the aesthetic needs of the Association as well as the functional needs required by the District to significantly limit erosion and washout to lake banks which may affect the proper operation of the Master Stormwater System. The Association agrees to adopt these standards once developed and employ them through its Design Review Committee.

- B. *Facilitation of Installation of Lot Outfall Improvements on Drainage Properties.*** The Association shall use all due diligence and enforcement mechanisms at its disposal in order to facilitate the District’s installation of the Lot Outfall Improvements on the Drainage Properties.
- C. *Installation of Lot Outfall Improvements on Properties Not Identified as Necessary by the District.*** For any lot that has not been identified as a Drainage Property where a property owner desires to install Lot Outfall Improvements, the Association shall require such property owners to install the Lot Outfall Improvements in accordance with the standards developed by the District and the Association. The property owner shall be responsible for the installation and maintenance of improvements made in accordance with this subsection.
- D. *Maintenance of Lot Improvements.*** The Association shall use all due diligence and enforcement mechanisms at its disposal to obligate property owners to maintain Lot Outfall Improvements installed on their property, provided however, that the District shall be responsible for the maintenance of improvements located below the connection point to the Master Stormwater System.

**SECTION 4. COMPENSATION.** The District shall pay the Association the sum of Ten Dollars (\$10.00) per year for the provision of the services to be performed by the Association pursuant to the terms of this Agreement.

**SECTION 5. TERM.** The term of this Agreement is for a period of twenty (20) years commencing on the Effective Date (the “**Initial Term**”) and shall be automatically renewed for additional ten (10) year periods, unless either party provides at least ninety (90) days written notice of its intent not to renew. The District shall have the right to terminate this Agreement effective immediately at any time due to the Association’s failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days written notice without a showing of cause. The Association shall have the right, after the expiration of the Initial Term to terminate this Agreement upon thirty (30) days written notice without a showing of cause provided such notice shall be provided prior to May 1 of any calendar year after the expiration of the Initial Term.

**SECTION 6. PRE-SUIT MEDIATION; RECOVERY OF COSTS AND FEES.** Prior to filing any action to enforce this Agreement, the Parties shall mediate the dispute with a Florida licensed mediator unless the Parties agree to waive mediation. Each Party shall be responsible for half of the mediator’s fee. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including

reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 8. ASSIGNMENT.** Neither the District nor the Association may assign this Agreement without the prior written approval of the other.

**SECTION 9. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 10. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Association relating to the subject matter of this Agreement.

**SECTION 11. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

**SECTION 12. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 13. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to District: Naples Reserve Community Development District  
Attn: District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

With copy to: Coleman, Yovanovich & Koester, P.A.  
Attn: Gregory L. Urbancic, Esq.  
4001 Tamiami Trail North, Suite 300  
Naples, FL 34103

If to Association: Naples Reserve Homeowners Association, Inc.  
Attn: General Manager  
14885 Naples Reserve Circle  
Naples, FL 34114

With copy to: Varnum, LLP  
Attn: S. Kyla Thompson, Esq.  
999 Vanderbilt Beach Road, Suite 300  
Naples, FL 34108

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 14. NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

**SECTION 15. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Sole and exclusive venue for any litigation shall be a court of competent jurisdiction in Collier County, Florida.

**SECTION 16. PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

**SECTION 17. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 18. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 19. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement. The delivery of counterpart signatures by e-mail or facsimile transmission shall have the same force and effect as the delivery of a signed hard copy.

*{Remainder of page intentionally left blank. Signatures appear on following page(s).}*

**IN WITNESS WHEREOF**, the Parties execute this Agreement the day and year first written above.

**ATTEST:**

**NAPLES RESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

**NAPLES RESERVE  
HOMEOWNERS  
ASSOCIATION, INC.**

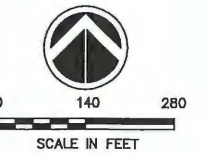
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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







MATCHLINE - SEE SHEET 3

**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 4

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'

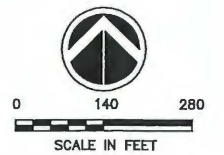


950 Encore Way  
 Naples, FL. 34110  
 Phone: (239) 254-2000  
 Florida Certificate of  
 Authorization No.1772

**CDD DRAINAGE EASEMENTS  
 and LAKE CONVEYANCE MAPS**

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

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 Title: 2005-02\_NW May 28, 2022 - 10:58am  
 Plotted by: jhd



MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 5

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14:30:33 2/21/2013 10:18:15 AM C:\Users\w.w.b.\Desktop\2013\2013\_030\2013\_030.dwg W.W.B. 2/21/2013 10:18:15 AM

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

**NAPLES RESERVE**

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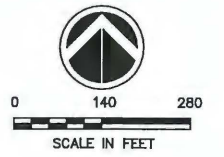
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DATE \_\_\_\_\_

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

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

**NAPLES RESERVE**

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CHECKED BY W.T.C.	DATE 2/21
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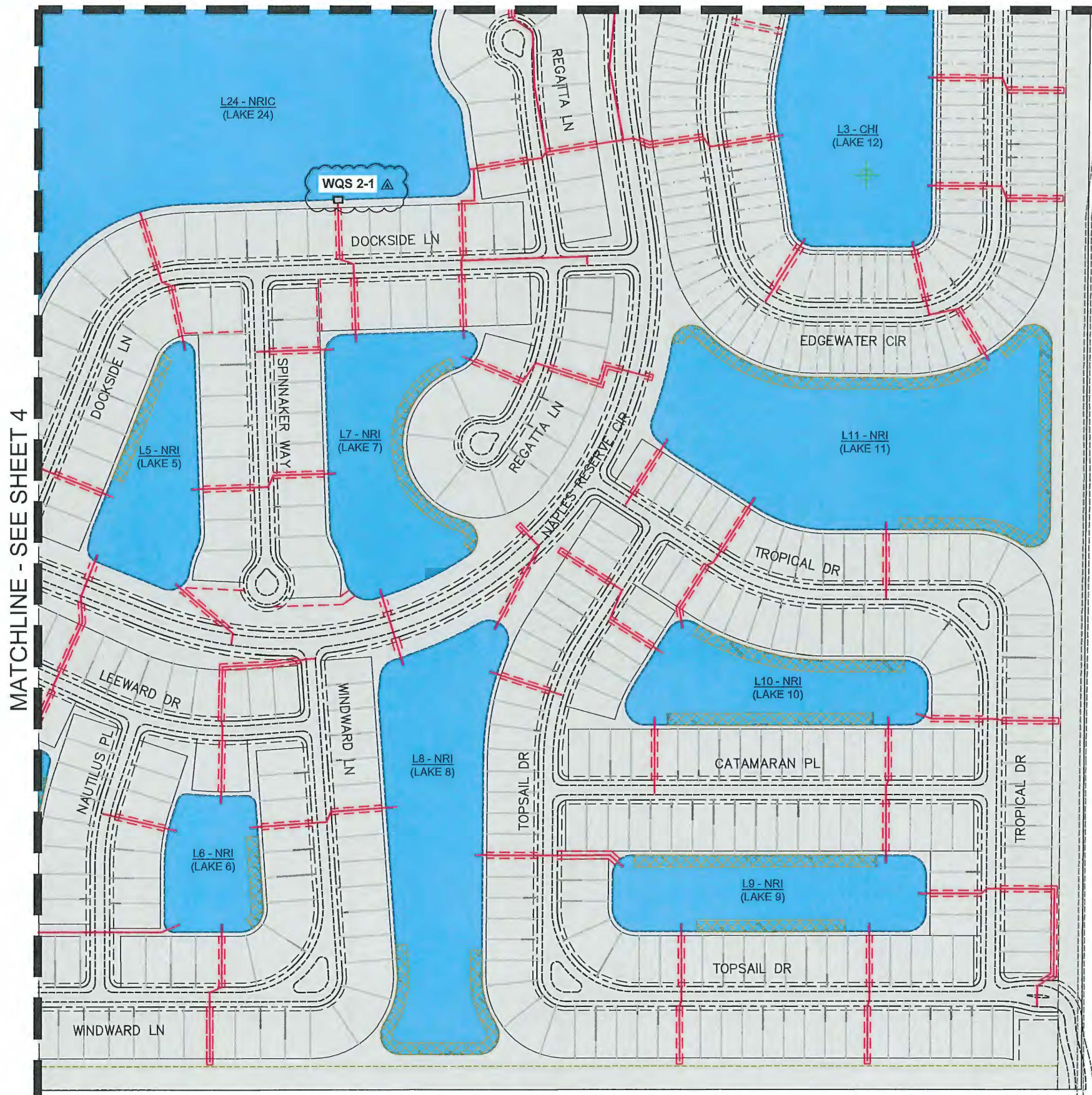
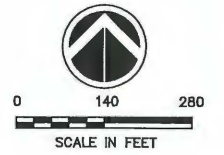


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and LAKE CONVEYANCE MAPS**

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DATE	PROJECT NO. 2013.030	SHEET NO. 4 OF 5

MATCHLINE - SEE SHEET 3



MATCHLINE - SEE SHEET 4

**LEGEND**

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

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

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

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

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

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

**NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT**

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

**LOCATION**

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

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

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 5, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>December 7, 2023<sup>1</sup> CANCELED NO QUORUM</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>February 1, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>March 7, 2024 <i>rescheduled to March 14, 2024</i></b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>March 14, 2024</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>May 2, 2024 <i>rescheduled to May 9, 2024</i></b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>May 9, 2024</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>June 6, 2024 <i>rescheduled to June 13, 2024</i></b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>June 13, 2024</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>August 1, 2024 <i>rescheduled to August 8, 2024</i></b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>August 8, 2024</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>September 5, 2024 <i>rescheduled to September 12, 2024</i></b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>September 12, 2024</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>