#### **NAPLES RESERVE**

COMMUNITY DEVELOPMENT
DISTRICT

May 9, 2024

**BOARD OF SUPERVISORS** 

REGULAR
MEETING AGENDA

# 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

Board of Supervisors Naples Reserve Community Development District May 9, 2024, Regular Meeting Agenda Page 2

- 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	☐ In Person	PHONE	☐ No
SEAT 2	THOMAS MARQUARDT	☐ In Person	PHONE	□No
SEAT 3	DEBORAH LEE GODFREY	☐ In Person	PHONE	☐ No
SEAT 4	GREGORY INEZ	☐ In Person	PHONE	□No
SEAT 5	Anna Harmon	In Person	PHONE	☐ 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

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 Bahia Sod Delivered and Installed Fill Dirt Truck Loads/ 24 Ton - 16 Yard Trucks  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.  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 & passed the sodding of the new slopes area will commence for erosion purposes.  If more dirt or sod is required the price will reflect as listed above.  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.	9 36 18	2,400.00 200.00 600.00	21,600.00 7,200.00 10,800.00
		Total	\$39,600.00

nature
nature

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 Bahia sod Delivered and Installed Fill dirt Truck loads / 24 ton - 16 yard trucks Grading Slope Correction, Elevation Inspection King lot Bahia Sod delivered & installed King lot Fill Dirt Truck loads/ 24 ton - 16 yard trucks  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 & in turn will cause more time & labor to be involved. After inspection is done for the Slope & elevations sodding will begin. There will be a total of 4 pallets per home.  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.  Dirt shall be compacted as it is dropped and set to proper slope. Once the proper slope is ensured and elevation is inspected & passed the Sodding of the new slopes area will commence for erosion purposes.	10 36 20 3 24 15	2,520.00 180.00 600.00 3,600.00 180.00 600.00	25,200.00 6,480.00 12,000.00 10,800.00 4,320.00 9,000.00
		Total	

Customer Signature

Napier Sprinkler, Inc.

4001 Santa Barbara Blvd #237

Naples, FL 34104

#### **Proposal**

Date	Proposal #
2/19/2024	e1350

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.	Giy	COSI	Total
		Total	\$67,800.00

Customer Signature

5

# NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT ADOPTED BUDGET FISCAL YEAR 2024

### NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT TABLE OF CONTENTS

Description	Page Number(s)
General fund budget	1 - 2
Definitions of general fund expenditures	3 - 4
Debt Service Fund Budget - Series 2014 Bonds	5
Debt Service Fund - Amortization Schedule - Series 2014 Bonds	6
Debt Service Fund Budget - Series 2018 Bonds	7
Debt Service Fund - Amortization Schedule - Series 2018 Bonds	8
Assessment Table	9

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

		Fiscal Y	ear 2023		
	Adopted	Actual	Projected	Total	Adopted
	Budget	through	through	Actual &	Budget
	FY 2023	3/31/23	9/30/2023	Projected	FY 2024
DEVENUE					
REVENUES	¢ 470 044				¢ 646 000
Assessment levy: on-roll	\$479,014				\$616,232
Allowable discount (4%)	(19,161)	Ф 420 040	ф 04.00E	¢ 450 050	(24,649)
Assessment levy - net	459,853	\$438,818	\$ 21,035	\$459,853	591,583
Interest and miscellaneous	450.052	14,153	24.025	14,153	<u>-</u>
Total revenues	459,853	452,971	21,035	474,006	591,583
EXPENDITURES					
Professional & admin					
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
Field operations					
Operations management	5,000	2,501	2,499	5,000	7,500
GIS solutions	-	2,001	2,400	-	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
. c.sc.a oporations	101,100		- 000,002	120,202	

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

		Fiscal Y	ear 2023		
	Adopted	Actual	Projected	Total	Adopted
	Budget	through	through	Actual &	Budget
	FY 2023	3/31/23	9/30/2023	Projected	FY 2024
Other fees & charges					
	7.405	4.045	0.440	7.405	0.040
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	16,765	13,023	3,742	16,765	21,568
Total expenditures	314,857	101,520	471,832	573,352	416,579
Excess (deficiency) of revenues	444.000	054.454	(450.707)	(00.040)	475.004
over/(under) expenditures	144,996	351,451	(450,797)	(99,346)	175,004
Fund balance - beginning (unaudited) Fund balance - ending (projected) Assigned	204,156	283,489	634,940	283,489	184,143
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)	\$ 349,152	\$634,940	\$ 184,143	\$184,143	\$359,147

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

#### **EXPENDITURES**

Copies, agenda package items, etc.

EXPENDITURES	
Professional services	
Management/accounting/recording	\$ 48,960
Wrathell, Hunt and Associates, LLC, specializes in managing Community Development	
Districts in the State of Florida by combining the knowledge, skills and experience of a	
team of professionals to ensure compliance with all governmental requirements of the	
District, develop financing programs, administer the issuance of tax exempt bond	
financings, and operate and maintain the assets of the community. This fee is inclusive of	
district management and recording services.	
Debt service fund accounting	5,500
Legal	20,000
Coleman, Yovanovich & Koester, P.A. provides on-going general counsel and legal	
representation. As such, he is confronted with issues relating to public finance, public	
bidding, rulemaking, open meetings, public records, real property dedications,	
conveyances and contracts. In this capacity, he provides service as a "local government	
lawyer," realizing that this type of local government is very limited in its scope – providing	
infrastructure and services to developments.	
Engineering	40,000
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.	= 000
Audit	7,200
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.	4 500
Arbitrage rebate calculation	1,500
To ensure the District's compliance with all Tax Regulations, annual computations are	
necessary to calculate the arbitrage rebate liability.	0.000
Dissemination agent	2,000
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.	
Trustee	5,300
Annual Fee paid to U.S. Bank for the service provided as Trustee, Paying Agent and	
Registrar.	
Trustee - second bond series	5,300
Telephone	50
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	250
Printing & binding	350

### 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,	1,200
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	173
Insurance	7,574
The District carries public officials and general liability insurance. The limit of liability is	7,574
set at \$1,000,000 (general aggregate \$2,000,000) and \$1,000,000 for public officials	
liability.	
Contingencies	500
<del>-</del>	300
Bank charges, autamated AP routing and other miscellaneous expenses incurred during the year.	
•	
Website	705
Hosting	705
ADA compliance	210
Field operations	
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,	
Other fees & charges	
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	\$ 416,579

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

	Fiscal Year 2023					
	Adopted	Actual	Projected		Total	Adopted
	Budget	through	through	A	ctual &	Budget
	FY 2023	3/31/23	9/30/2023	Pr	ojected	FY 2024
REVENUES						
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
EVEN DITUES						
EXPENDITURES  Paleta a mineral						
Debt service	450.000	450.000			450,000	455.000
Principal	150,000	150,000	-		150,000	155,000
Principal prepayment	-	30,000	400.000		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
Other fees & charges						
Property appraiser	8,427	4,745	3,682		8,427	8,391
Tax collector	11,235	11,275	-		11,275	11,188
Transfer (out)	- 1,200	38,728	_		38,728	- 1,100
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:	004.400	000 700	4 050 004			
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 (requi	rod)					(514,063)
Interest expense - November 1, 2024	ieu)					(160,000)
Principal expense - November 1, 2024						(176,100)
Projected fund balance surplus/(deficit) as of	f Santambar 20	2024			,	\$ 56,399
Frojected fund balance surplus/(deficit) as of	oehreinner 30	, ZUZ <del>4</del>			;	ψ 50,5 <del>9</del> 9

#### 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
Total	6,620,000.00		5,039,025.07	11,659,025.07

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

		Fiscal \	Year 2023		
	Adopted	Actual	Projected	Total	Adopted
	Budget	through	through	Actual &	Budget
	FY 2023	3/31/23	9/30/2023	Projected	FY 2024
REVENUES					<b>*</b> • • • • • • • • • • • • • • • • • • •
Assessment levy: on-roll	\$ 604,229				\$ 604,229
Allowable discount (4%) Assessment levy - net	(24,169) 580,060	\$ 552,765	\$ 27,295	\$ 580,060	(24,169) 580,060
Interest	300,000	9,485	φ 21,295	9,485	300,000
Total revenues	580,060	562,250	27,295	589,545	580,060
Total Totaliace		002,200	21,200	000,010	
EXPENDITURES					
Debt service					
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
Other fees & charges	0.000	<b>5</b> 404	0.050	0.000	0.000
Property appraiser	9,063	5,104	3,959	9,063	9,063
Tax collector	12,085	10,535	1,550 5,509	12,085	12,085
Total other fees & charges Total expenditures	21,148 576,542	15,639 372,386	204,156	21,148 576,542	<u>21,148</u> 575,242
rotal experiultures	570,542	372,300	204,130	370,342	575,242
Excess/(deficiency) of revenues					
over/(under) expenditures	3,518	189,864	(176,861)	13,003	4,818
5.5.7 (a.1.45.7) 5.7p 5.1.4.1.4.1.55	3,010	.00,001	(110,001)	. 0,000	.,0.0
OTHER FINANCING SOURCES/(USES)					
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:	070 070	000 007	040 470	000 007	705.040
Beginning fund balance	\$ 673,894	\$ 912,479	912,479 \$ 735,618	\$ 735,618	735,618
Ending fund balance (projected)	<del>\$ 073,094</del>	<del>Φ</del> 912,479	<del>\$ 735,010</del>	<del>Φ</del> 733,016	740,430
Use of fund balance					
Debt service reserve account balance (requ	red)				(280,178)
Interest expense - November 1, 2024	i cu j				(195,447)
Principal expense - November 1, 2024					(165,000)
Projected fund balance surplus/(deficit) as o	f September 30	), 2024			\$ 99,811
, ()	,	•			,

#### NAPLES RESERVE

Community Development District Series 2018 \$8,550,000

#### **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
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	<del>-</del>		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	-	5112575	100,834.38	100,834.38
11/01/2040	355,000.00	5.125%	100,834.38	455,834.38
05/01/2041	-	5112575	91,737.50	91,737.50
11/01/2041	375,000.00	5.125%	91,737.50	466,737.50
05/01/2042	-	211-211	82,128.13	82,128.13
11/01/2042	390,000.00	5.125%	82,128.13	472,128.13
05/01/2043	-	5112575	72,134.38	72,134.38
11/01/2043	410,000.00	5.125%	72,134.38	482,134.38
05/01/2044	-	3.12370	61,628.13	61,628.13
11/01/2044	435,000.00	5.125%	61,628.13	496,628.13
05/01/2045	-	3.12370	50,481.25	50,481.25
11/01/2045	455,000.00	5.125%	50,481.25	505,481.25
05/01/2046	-	3.12370	38,821.88	38,821.88
11/01/2046	480,000.00	5.125%	38,821.88	518,821.88
05/01/2047	400,000.00	3.12370	26,521.88	26,521.88
11/01/2047	505,000.00	5.125%	26,521.88	531,521.88
05/01/2048	303,000.00	J.12J/0	13,581.25	13,581.25
11/01/2048	530,000.00	5.125%	13,581.25	543,581.25
Total	7,955,000.00	J.12J/U	6,326,103.34	14,281,103.34
Total	7,233,000.00		0,520,105.54	14,201,105.54

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

#### **On-Roll Assessments**

Number			Pro	jected Fiscal \	⁄ear	2024	FY 23 Total
of Units	Unit Type	Subdivision Name	GF	DSF		GF & DSF	Assessment
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
1,088	_						

<sup>\*</sup> Units subject to Series 2014 Bonds

<sup>\*\*</sup> Units subject to Series 2018 Bonds

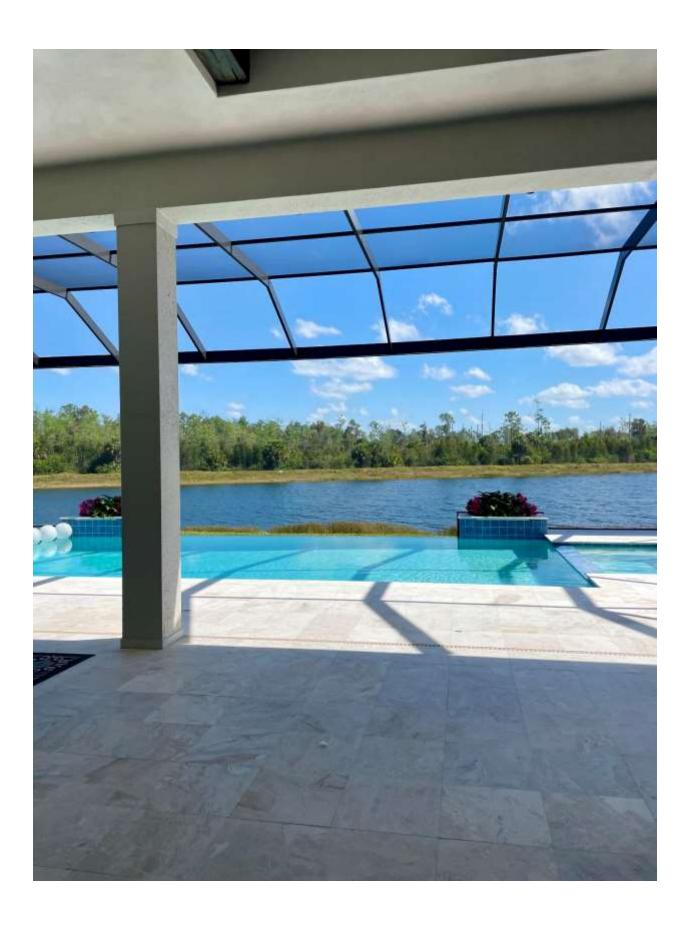
6

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











#### **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

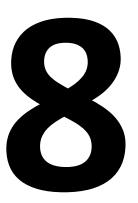
Terms: Net 30 days

DESCRIPTION AMOUNT

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.
Ву:	Ву:
	Dated:



#### M.R.I Construction Inc.



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

Date	)	Proposal #	
4/30/2024	$\mathcal{X}$	468	$\int$

CGC -1507963

Scope of Work

14508 Stern Way

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

Customer

#### **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.

6,800.00

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.

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

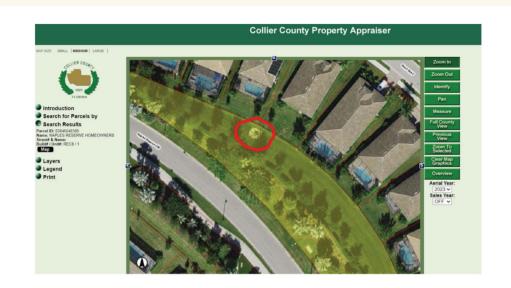
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, 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 incurr 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

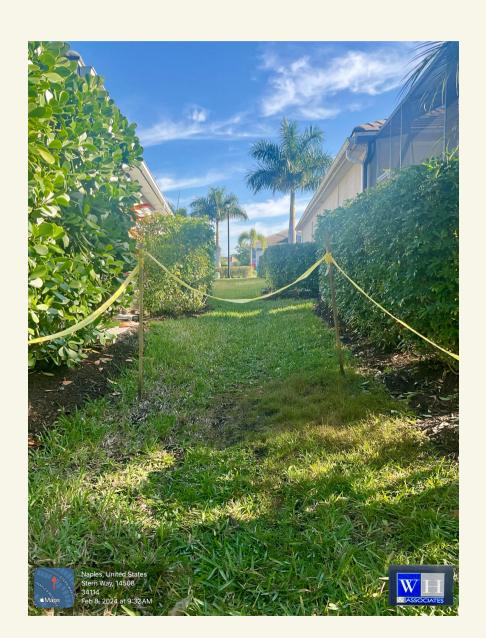
ALL INVOICES ARE DUE WITHIN 30 DAYS IF NOT THERE IS A 10% LATE FEE ADDED TO ALL INVOICES

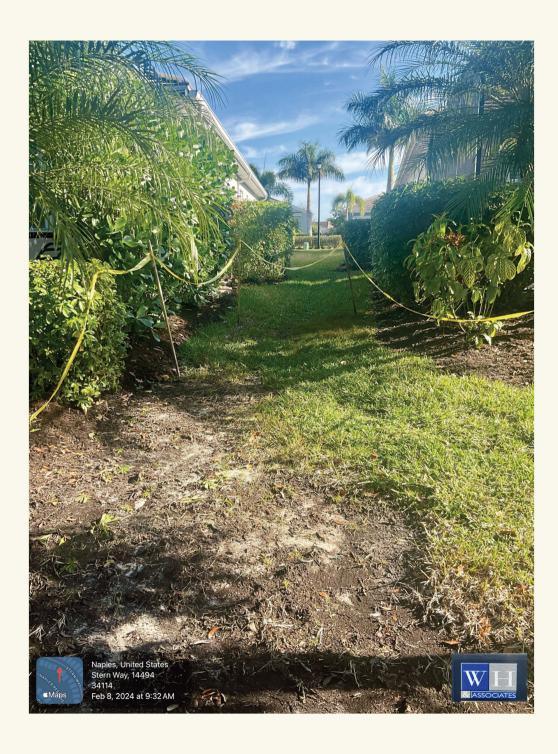
Signature	
Printed Name	
Date of Acceptance	

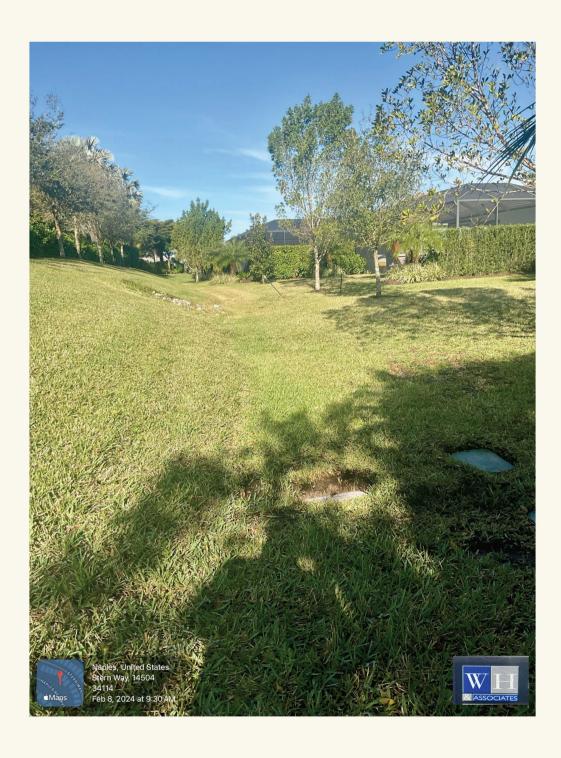


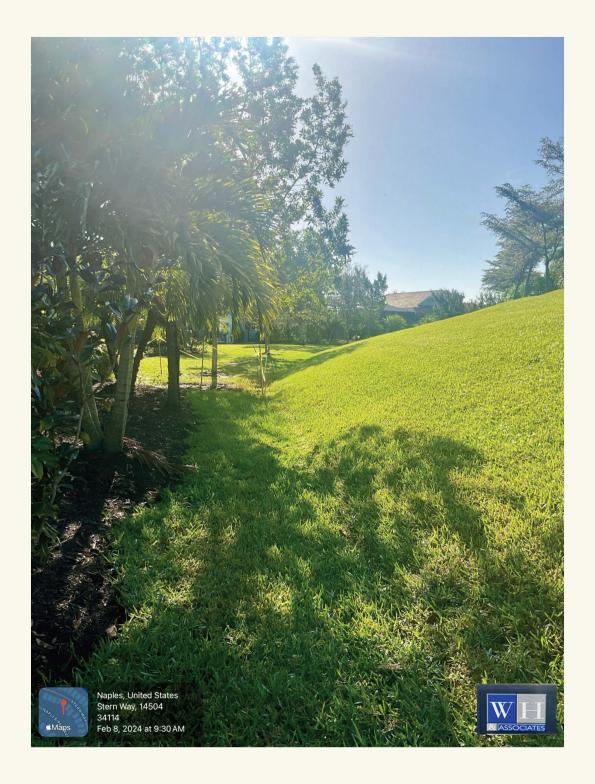


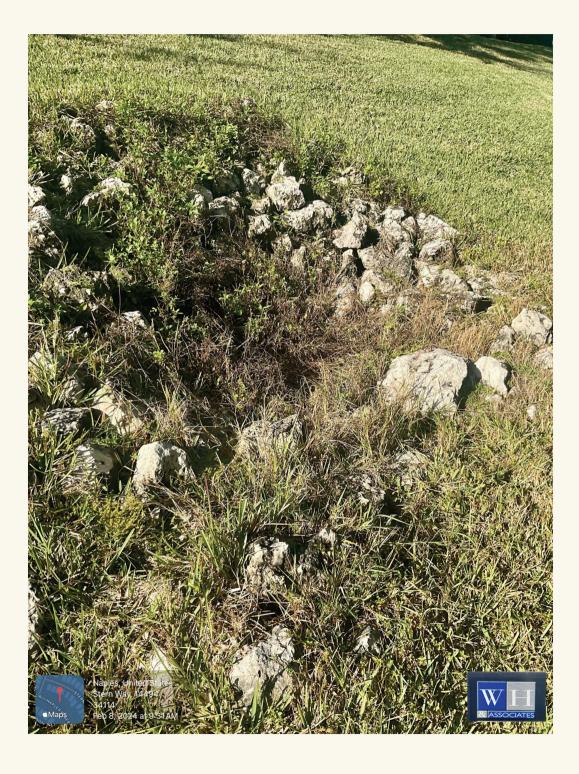
## AREA LEADING TO THE BACK OF THE HOME WHERE THE HOMEOWNER IS EXPERIENCING ISSUES WITH DRAINAGE

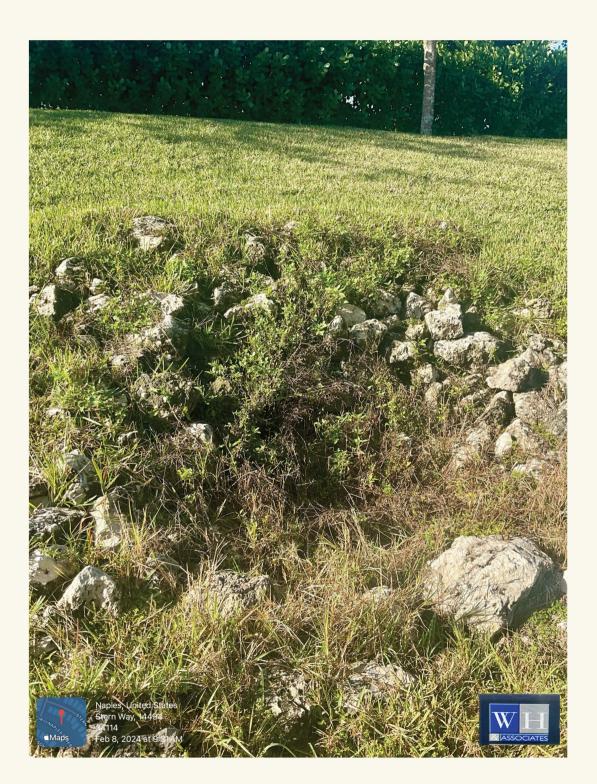


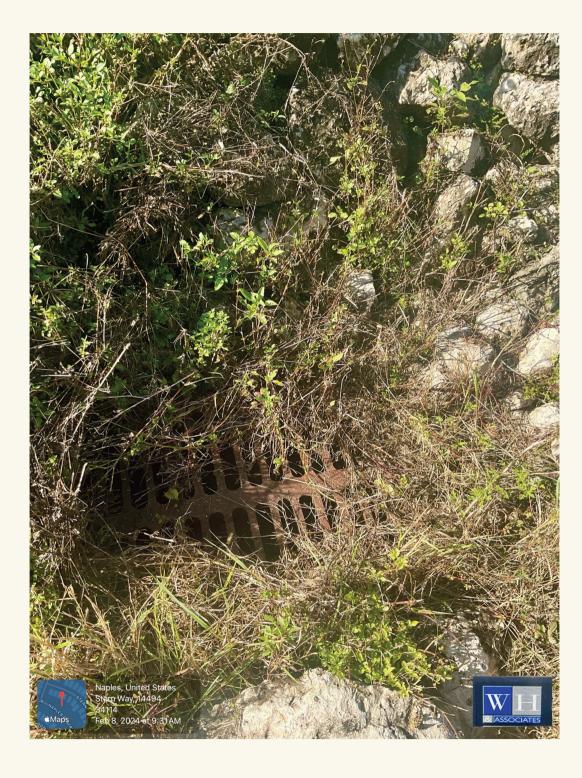












### NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

9



### Naples Reserve CDD Lake Treatment Report for March - April 17<sup>th</sup> 2024

			-			
	Work			Treatment	Treatment	
Lake #	Performed	Target	Target	Date	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
20	Ticated	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						<u>-                                    </u>
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 out treatment when working in the littorals aeras. 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.



Lake 3 Looks good no problems to report





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 aeras marked that we will spraying back the Spikerush over the next few months





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



	Work			Treatment	Treatment	
Lake #	Performed	Target	Target	Date	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
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2024

## NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS MARCH 31, 2024

	(	General Fund	Debt Service Fund Series 2014		Debt Service and Series 2018	Go	Total vernmental Funds
ASSETS			_	_		_	
Cash	\$	693,676	\$ -	\$	-	\$	693,676
Investments			F47 400		070 505		700.005
Reserve Revenue		-	517,100 606,161		272,565		789,665
Prepayment		-	115		661,094 1,193		1,267,255 1,308
Due from general fund		_	9,882		10,675		20,557
Due from debt service fund - series 2014		_	5,002		38,728		38,728
Due from other		320	_		-		320
Total assets	\$	693,996	\$ 1,133,258	\$	984,255	\$	2,811,509
					·		
LIABILITIES Liabilities:							
Due to debt service fund - series 2014		9,882	_		_		9,882
Due to debt service fund - series 2018		10,675	38,728		_		49,403
Retainage Payable		10,701	-		-		10,701
Developer advance		1,500	-		-		1,500
Total liabilities		32,758	38,728		-		71,486
FUND BALANCES: Restricted for							
Debt service Assigned		-	1,094,530		984,255		2,078,785
3 months working capital		109,825	_		_		109,825
Lake bank remediation		243,013	-		-		243,013
Unassigned		308,400	-		_		308,400
Total fund balances		661,238	1,094,530		984,255		2,740,023
Total liabilities and fund balances	\$	693,996	\$ 1,133,258	\$	984,255	\$	2,811,509

# NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND FOR THE PERIOD ENDED MARCH 31, 2024

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 11,107	\$ 582,445	\$591,583	98%
Miscellaneous income	2,766	15,564	-	N/A
Total revenues	13,873	598,009	591,583	101%
EXPENDITURES				
Administrative				
Engineering	6,367	10,134	40,000	25%
Audit	2,000	6,000	7,200	83%
Legal	1,821	3,424	20,000	17%
Management, accounting, recording	4,080	24,480	48,960	50%
Debt service fund accounting	458	2,750	5,500	50%
Postage	11	207	500	41%
Insurance	-	7,160	7,574	95%
Trustee	-	5,052	5,300	95%
Trustee - second bond series	-	-	5,300	0%
Arbitrage rebate calculation	407	500	1,500	33%
Dissemination agent	167	1,000	2,000	50%
Telephone	4	25	50	50%
Printing & binding	29	175	350	50%
Legal advertising	255	255	1,200	21%
Annual district filing fee	-	175	175	100% 0%
Contingencies	-	- 705	500 705	100%
Website	-	705	705 210	0%
ADA website compliance Property appraiser	-	2,206	9,243	24%
Tax collector	220	11,637	12,325	94%
Total administration expenses	15,412	75,885	168,592	45%
Total administration expenses	10,412	7 3,003	100,592	4370
Field Operations				
Operations management	625	3,750	7,500	50%
GIS Solutions	4,000	6,000	12,000	50%
Drainage / catch basin maintenance	-	-	6,500	0%
Other repairs and maintenance	-	13,326	150,000	9%
Lake maintenance / water quality		30,033	71,987	42%
Total field operations expenses	4,625	53,109	247,987	21%
Total expenditures	20,037	128,994	416,579	31%
Excess (deficiency) of revenues				
over/(under) expenditures	(6,164)	469,015	175,004	
Fund balance - beginning	667,402	192,223	184,143	
Fund balance - ending	001, HOZ	102,220	10 1, 170	
Assigned				
3 months working capital	109,825	109,825	109,825	
Lake bank remediation	243,013	243,013	243,013	
Unassigned	308,400	308,400	6,309	
Fund balance - ending	\$661,238	\$661,238	\$359,147	
3				

# NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - SERIES 2014 FOR THE PERIOD ENDED MARCH 31, 2024

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 10,082	\$ 528,704	\$537,000	98%
Interest	5	24	-	N/A
Total revenues	10,087	528,728	537,000	98%
EXPENDITURES				
Debt service				
Principal	-	155,000	155,000	100%
Interest		179,781	355,881	51%
Total debt service		334,781	510,881	66%
Other fees and charges				
Tax collector	200	10,563	11,188	94%
Property appraiser		2,003	8,391_	24%
Total other fees and charges	200	12,566	19,579	64%
Total expenditures	200	347,347	530,460	65%
Excess/(deficiency) of revenues				
over/(under) expenditures	9,887	181,381	6,540	
Fund balances - beginning	1,084,643	913,149	900,022	
Fund balances - ending	\$1,094,530	\$1,094,530	\$906,562	

# NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - SERIES 2018 FOR THE PERIOD ENDED MARCH 31, 2024

	Current Month	Year to Date	Budget	% of Budget
REVENUES			Daaget	Daaget
Assessment levy: on-roll	\$ 10,890	\$ 571,100	\$580,060	98%
Interest	3,432	16,676	· ,	N/A
Total revenues	14,322	587,776	580,060	101%
EXPENDITURES				
Debt service				
Principal	-	160,000	160,000	100%
Interest		198,647	394,094	50%
Total debt service		358,647	554,094	65%
Other fees and charges				
Property appraiser	-	2,149	9,063	24%
Tax collector	216	11,410	12,085	94%
Total other fees and charges	216	13,559	21,148	64%
Total expenditures	216	372,206	575,242	65%
Excess/(deficiency) of revenues				
over/(under) expenditures	14,106	215,570	4,818	
Fund balances - beginning	970,149	768,685	735,618	
Fund balances - ending	\$984,255	\$ 984,255	\$740,436	

### NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

### MINUTES

### DRAFT

1 2 3 4	MINUTES OF MEETING NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT						
5	The Board of Supervisors of the Naples Reserve Community Development District held a						
6	Regular Meeting on March 14, 2024 at 10:00 a.r	n., at the Island Club at Naples Reserve, 14885					
7	Naples Reserve Circle, Naples, Florida 34114.						
8							
9 10	Present were:						
11	Thomas Marquardt	Chair					
12	Anna Harmon	Assistant Secretary					
13	Lisa Wild	Assistant Secretary					
14	Gregory Inez	Assistant Secretary					
15							
16	Also present:						
17							
18	Jamie Sanchez	District Manager					
19	Shane Willis	Operations Manager					
20	Meagan Magaldi	District Counsel					
21	Terry Cole	District Engineer					
22	Andy Nott	Superior Waterways					
23	William Koukios	Resident					
24	Heidi McIntyre	Resident					
25							
26							
27	FIRST ORDER OF BUSINESS	Call to Order/Roll Call					
28 29	Ms. Sanchez called the meeting to order a	at 10:00 a.m.					
30	Supervisors Marquardt, Harmon, Wild a	nd Inez were present. Supervisor Godfrey was					
31	not present.						
32							
33 34	SECOND ORDER OF BUSINESS	Public Comments					
35 36	No members of the public spoke.						
37 38	THIRD ORDER OF BUSINESS	Chair's Opening Remarks					

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

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

### Update: Superior Waterways

- This item was an addition to the agenda.
- Mr. Nott discussed the following:
  - Additional Plantings: After surveying the property, he recommends waiting until next season to install additional plantings, so that the high-water mark can be determined and a better plan formulated regarding where and how much to plant.
  - Fishing Areas: The lakes do not have many potential fishing areas that are not in proximity to residences. Fishing areas must be on common areas; there are a few suitable areas in which technicians can install signs and spray frequently to keep the water clear and free of vegetation. If desired, he will provide a list of suitable locations.
  - Spikerush: A plan for spraying spikerush back to a reasonable level, utilizing boats, is being developed. All spikerush cannot be removed, as the littoral shelves must remain. Reduction will be gradual, as over spraying leads to excessive amounts of dead plant material.

Plans will be developed to address areas inaccessible by boat. This will be an ongoing effort.

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

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

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

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

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

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

### **FOURTH ORDER OF BUSINESS**

**Update: Leeward Drainage Mitigation** 

Consideration of Napier Sprinkler, Inc. Proposal #e1378 [14749 Leeward Dr] Drainage

Correction

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

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

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

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

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

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

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

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

Discussion ensued regarding the displayed GIS map.

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

Mr. Marquardt stated he is very sympathetic.

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 HO	A 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 HO	DA, given that it is an HOA matter since it is on HOA property. Mr. Marquardt stated he				
135	will scl	nedule a call with Ms. Devlin.				
136						
137 138 139	FIFTH	ORDER OF BUSINESS Consideration of Napier Sprinkler, Inc. Proposals				
140	A.	Proposal #e1327 [14398 Laguna Springs] Grading Slope Correction				
141		Referring to a projected image, Mr. Cole presented Napier Sprinkler, Inc. Proposal				
142	#e132	7. 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	mainta	aining 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	mainta	aining the area after remediation.				
151		This item was tabled pending receipt of additional proposals for consideration.				
152	В.	Proposal #e1350 [14266 Galley Ct] Grading Slope Correction				
153		Napier Sprinkler, Inc. Proposal #e1350 was discussed.				

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

154

**Discussion: Storm Drains** 

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

This item was discussed during the Fourth Order of Business.

### SIXTH ORDER OF BUSINESS

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

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

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

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

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

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						
197 198 199	SEVENTH ORDER OF BUSINESS  Acceptance of Unaudited Financial Statements as of January 31, 2024					
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						
205 206 207	On MOTION by Mr. Marquardt and seconded by Ms. Wild, with all in favor, the Unaudited Financial Statements as of January 31, 2024, were accepted.					
<ul><li>208</li><li>209</li><li>210</li><li>211</li></ul>	EIGHTH ORDER OF BUSINESS  Approval of February 1, 2024 Regular Meeting Minutes					
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						

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

216217

### NINTH ORDER OF BUSINESS

### **Other Business**

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

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

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

### **TENTH ORDER OF BUSINESS**

### **Staff Reports**

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

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

### • Draft Stormwater Management Rules and Policies

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

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

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

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

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

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

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

### B. District Engineer: Bowman Consulting Group LTD

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

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

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

### Monthly Report

### Proposal/Treatment Plan to Better Manage Lakes

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

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

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

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

	NAPLES RESERVE CDD	DRAFT	March 14, 2024
306	Ms. Wild recalled	that the Mosquito Control District a	advised that it will provide
307	mosquito fish for the lakes	Mr. Willis believes the fish would be pro	ovided but at a cost.
308	D. District Manager: V	Vrathell, Hunt and Associates, LLC	
309	NEXT MEET	NG DATE: May 9, 2024 at 10:00 AM	
310	o QUO	RUM CHECK	
311	The next meeting v	vill be held on May 9, 2024. The propo	sed Fiscal Year 2025 budget
312	will be discussed in May an	d presented for consideration in June.	
313			
314 315	ELEVENTH ORDER OF BUSI	NESS Public Commer	nts
316	Resident Heidi McI	ntyre asked how the SFWMD determine	es how deep the littoral shelf
317	should be. Mr. Willis state	d the general rule is that the littoral she	elf should be 15' off the lake
318	bank and a ribbon appro	eximately 4' to 5' wide. Ms. McIntyre	e recalled discussion about
319	developing fishing areas. It	was noted that common areas will be o	considered for fishing, rather
320	than clearing out waterway	s behind residences for fishing.	
321			
322	TWELFTH ORDER OF BUSIN	NESS Supervisors' Re	equests
323 324	There were no Supe	ervisors' requests.	
325	·	·	
326 327	THIRTEENTH ORDER OF BU	SINESS Adjournment	
328 329	On MOTION by Mr meeting adjourned	Marquardt and seconded by Ms. Wild, at 11:24 a.m.	, with all in favor, the
330 331			

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

334		
335		
336		
337		
338	Secretary/Assistant Secretary	Chair/Vice Chair

DRAFT

March 14, 2024

NAPLES RESERVE CDD

### 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 "<u>Board</u>") of Naples Reserve Community Development District (the "<u>District</u>") 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.

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

- a. The District was created pursuant to the provisions of Chapter 190, Florida Statutes (the "<u>Act</u>") 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 "<u>Rule</u>" and collectively, the "<u>Rules</u>") 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.

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

- a. <u>Installation or Modification of Gutters or Downspouts Generally.</u>
- 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

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

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 "<u>Structure</u>") within the District shall be subject to the Rules set forth herein and also subject to the Standards.
- 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.

iv. The District may periodically identify properties within its boundary (each a "<u>Drainage Property</u>" and collectively, the "<u>Drainage Properties</u>") 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.

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

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

**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.

**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

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.

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.

c. Homes and Buildings Not Identified as Drainage Properties

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.

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.

Homes and Buildings Desiring Lot Outfall Improvements Not Identified as <u>Drainage Properties</u>. 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

 $Exhibit \ B- \hbox{License Agreement}$ 

Exhibit "A"	<b>Commented [MM12]:</b> Engineer to prepare Stormwater Collection Illustrations.
	Concessor moderations.

### Exhibit "B"

### LICENSE FOR ACCESS

THIS LICENSE FOR ACCESS (this "License") is made as of the	day of
202, by and between	(" <u>Licensor</u> ")
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 "**Projec**t"); 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 "<u>License Area</u>" 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 ("<u>License Purpose</u>"), 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)}.

<b>IN WITNESS WHEREOF</b> , the parties ha above written.	we executed this License as of the day and year first
	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

THIS AGREEMENT (the "<u>Agreement</u>") 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 "<u>District</u>") and NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "<u>Association</u>"). (The Association and the District are sometimes individually referred to herein as a "<u>Party</u>" and collectively as the "<u>Parties</u>").

#### **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 ("<u>SFWMD</u>") 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

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

**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 "<u>Initial Term</u>") 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.

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

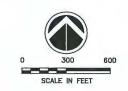
**IN WITNESS WHEREOF,** the Parties execute this Agreement the day and year first written above.

ATTEST:	NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT
Secretary	By:
	NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.
	By: Print Name: Title:

### NAPLES RESERVE

**COMMUNITY DEVELOPMENT DISTRICT** 

# STAFF REPORTS B



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

- 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'.

 $\frac{L21 - NRC = LAKE \# PER PLAT}{(LAKE 21) = (ORIGINAL LAKE \#)}$ 

COMMUNITY DEVELOPMENT DISTRICT LANDS



LAKE TRACTS CONVEYED TO CDD



PRESERVE TRACTS MAINTAINED BY HOA



DRAINAGE EASEMENTS AND PIPES MAINTAINED BY CDD

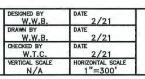


LAKE LITTORAL AREA

131 NBC	
(JAME 21) WQS 6-2	WQS 5-1
	WQS 4-1
LIZ. CPAN AME 11)	LID-MRIII (JAME 10)
CAME 17	1.15 - MINI [JAN2: 15]
WQS 6-1	
WQS 6-3 SHEET 2	CHEET 2
SIILLI Z	SHEET 3
A AMERICA	VQS 3-1
113.400 LAVE 10) 121.480 (LAVE 21) WQS 6-4	
	WQS 3-2
124 MING AME 241	
AND	124 - MIC. 1,040-241
WQS 6-5	MQS 2-1
CS-01	
WQS 1-1	
	DATE IN
WQS 2-2	
SHEET 4	SHEET 5
	10-100 10-100
	MA-MIL IMPES
MARKET IN THE RESERVE TO THE RESERVE	ALANS AND
	(AME 6)

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

**NAPLES RESERVE** 

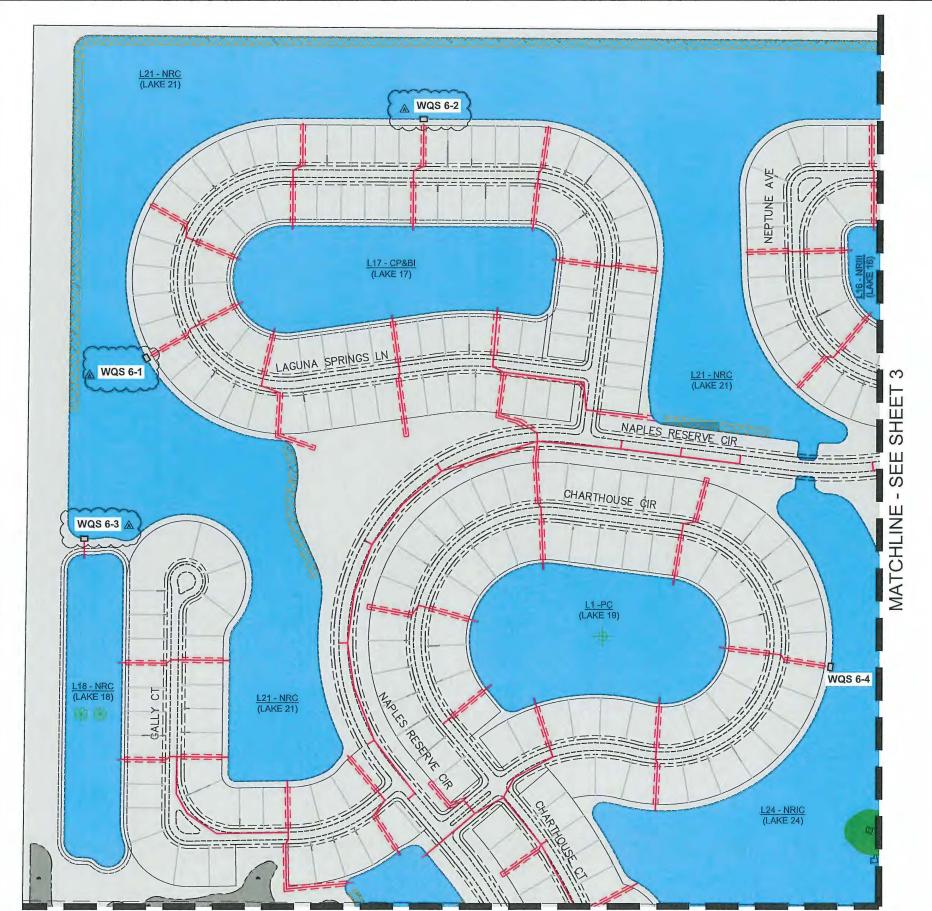


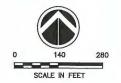


950 Encore Way Naples, FL. 34110 Phone: (239) 254-2000 Florida Certificate of Authorization No.1772

CDD DRAINAGE EASEMENTS and LAKE CONVEYANCE MAPS

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:	REFERENCE NO. SEE PLOTSTAMP	5008—1
	PROJECT NO.	SHEET NO.
DATE	2013.030	1 of 5





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

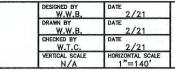
### NOTES:

- 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		MATCH	INE -	SEE	SHEET	4
-----------------------	--	-------	-------	-----	-------	---

<u>A</u>		
A		
A		
A	ADDED WCS's & WQS's	5/22
Garra	DEMOUNG	DATE

NAPLES RESERVE





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	REFERENCE NO.	DRAWING NO.
UNLESS SIGNED BELOW:	SEE PLOTSTAMP	2005-02
	PROJECT NO.	SHEET NO.
DATE	2013.030	2 of 5





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

REFERENCE **PLAT** 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 NAPLES RESERVE PHASE III N.R.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'.

<u>A</u>		
A		
A		
<b>A</b>	ADDED WCS's & WQS's	5/22
LETTER	REVISIONS	DATE

NAPLES RESERVE



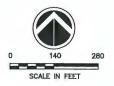


950 Encore Way Naples, FL. 34110 Phone: (239) 254-2000 Florida Certificate of Authorization No.1772

CDD DRAINAGE EASEMENTS and LAKE CONVEYANCE MAPS

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:	REFERENCE NO. SEE PLOTSTAMP	DRAWING NO. 5008—3	
	PROJECT NO.	SHEET NO.	
DATE	2013.030	3 of 5	

# MATCHLINE - SEE SHEET 2 WQS 6-5 L24 - NRIC (LAKE 24) CS-01 WQS 1-1 2 L3 - NRI (LAKE 3) SHEET SEE L1 - NRI (LAKE 1) MATCHLINE L4 - NRI (LAKE 4)



### **LEGEND**

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

COMMUNITY DEVELOPMENT DISTRICT LANDS

PRESERVE TRACTS MAINTAINED BY HOA

LAKE TRACTS CONVEYED TO CDD

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

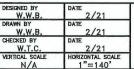
P.C. PARROT CAY S.C. SUTTON CAY

### 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'.

<u>A</u>		
A		
A		
A	ADDED WCS's & WQS's	5/22
LETTER	REVISIONS	DATE

**NAPLES RESERVE** 

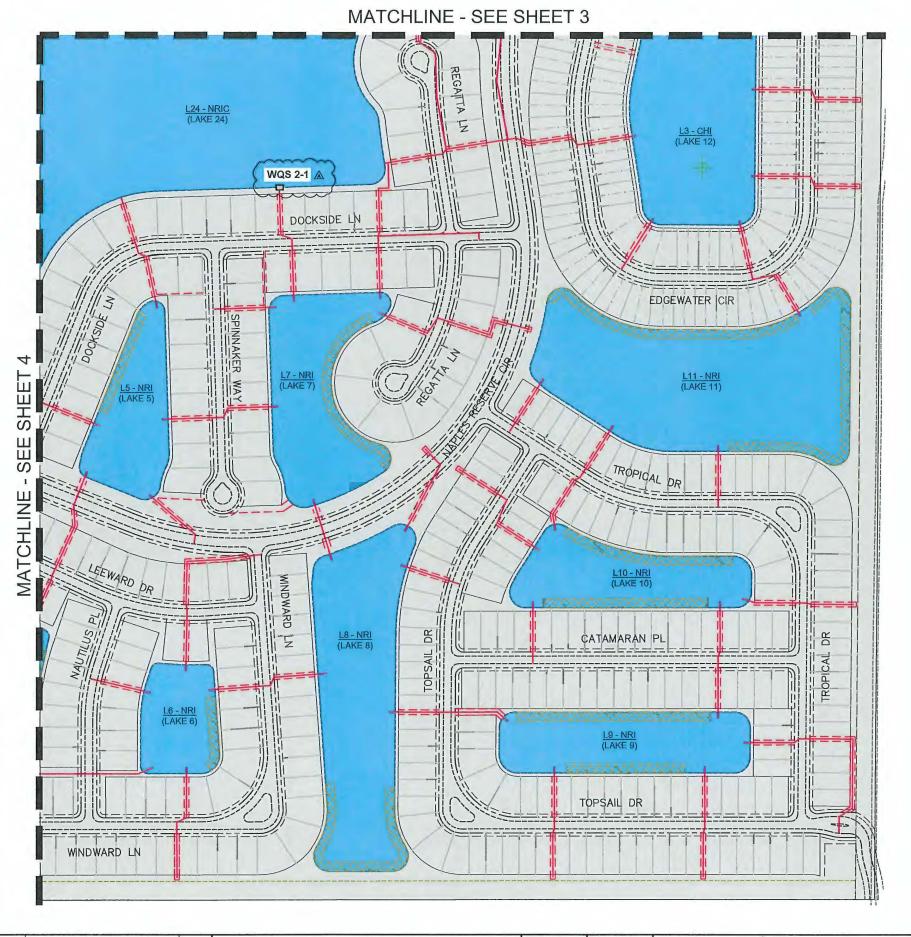


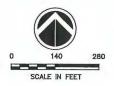


950 Encore Way Naples, FL. 34110 Phone: (239) 254-2000 Florida Certificate of Authorization No.1772

**CDD DRAINAGE EASEMENTS** and LAKE CONVEYANCE MAPS

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





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'.

-		
<u>A</u>		
<u>A</u>		
A		
A	ADDED WCS's & WQS's	5/22
LETTER	REVISIONS	DATE

NAPLES RESERVE





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 5008—	
	PROJECT NO.	SHEET NO.
DATE	2013.030	5 OF 5

### **NAPLES RESERVE**

**COMMUNITY DEVELOPMENT DISTRICT** 

# STAFF REPORTS C



### Wrathell, Hunt and Associates, LLC

TO: Naples Reserve CDD Board of Supervisors

FROM: Shane Willis – Operations Manager

DATE: March 9, 2024

SUBJECT: Status Report – Field Operations

### FIELD INTERACTIONS:

- 2/7/24 Inspected the control structure located near Stern Way, proposal included in the May agenda.
- 2/9/24 Resident requested a field visit due to erosion concerns; this location is a part of the remediation project in the agenda.
- 2/13/24 Resident on Charthouse Cir. Called about possible erosion near his home, after meeting with him on-site it was determined he was confusing the low water levels with erosion.
- 2/21/24 Resident on Charthouse Cir. Called about excessive weeds and dead vegetation, during the field visit it was determined there were not excessive weeds and the dead vegetation was recently treated bank weeds.
- 2/28/24 Resident on Edgewater Cir. called about weeds between his home and the lake bank, during the field visit I informed him that the District was contracting to have these issues addressed.
- 3/13/24 Resident called about excessive weeds behind his home, during the field visit it was determined they were part of the LDO littoral shelf and would not be removed. Resident was not happy but understood the restrictions.
- 3/14/24 Resident on Galley Ct. called about weeds between his home and the lake bank, during the field visit I informed him that the District was contracting to have these issues addressed.
- 4/17/24 Asked by the Chair to investigate an incident with an alligator, during the field visit it was determined the alligator was fine and there was no issue.

### NAPLES RESERVE

**COMMUNITY DEVELOPMENT DISTRICT** 

# STAFF REPORTS

### 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

¹The Outrigger, 14891 Naples Reserve Drive, Naples, Florida 34114

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