

**NAPLES RESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

June 2, 2021

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

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 26, 2021

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 June 2, 2021 at 10:30 a.m., at the Naples Elks Lodge 2010, 11250 Tamiami Trail E. #A1, Naples, Florida 34113. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Chairman's Opening Remarks
4. Consider Appointment to Fill Unexpired Term of Vacant Seat 5 (*Term Expires November, 2022*)
 - A. Administration of Oath of Office to Newly Appointed Supervisor (*the following to be provided in a separate package*)
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B – Memorandum of Voting Conflict
 - B. Consideration of Resolution 2021-05, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Naples Reserve Community Development District, and Providing for an Effective Date

5. Consideration of Resolution 2021-07, Approving a Proposed Budget for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
6. Consideration of Resolution 2021-08, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date
7. Ratification of Boat Dock Encroachment Agreement with Doug Franklin
8. Consideration of Generator Encroachment Agreement
 - Discussion: Proposed Naples Reserve CDD Letter of No Objection
9. Consider Acceptance of Conveyance of Lake and Lake Tracts From HOA – Quit Claim Deed
10. Discussion: Potential Action by CDD Regarding Condition of CDD Improvements by Developer and/or HOA
11. Discussion: RFP for Disaster Debris Removal
12. Approval of Unaudited Financial Statements as of April 30, 2021
13. Approval of May 5, 2021 Regular Meeting Minutes
14. Other Business
15. Staff Reports
 - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
 - Update: New Legislative Advertising Law
 - B. District Engineer: *Hole Montes, Inc.*
 - Drainage Update
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: To be Determined

○ QUORUM CHECK

CHARLENE HILL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
THOMAS MARQUARDT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
DEBORAH LEE GODFREY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
GREGORY INEZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

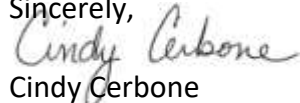
16. Audience Comments

17. Supervisors' Requests

18. Adjournment

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

Sincerely,



Cindy Cerbone
District Manager

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

4B

RESOLUTION 2021-05

A RESOLUTION DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Naples Reserve Community Development District (“District”) is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT:

1. **DISTRICT OFFICERS.** The District officers are as follows:

_____ is appointed Chair

_____ is appointed Vice Chair

Craig Wrathell is appointed Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

Cindy Cerbone is appointed Assistant Secretary

Craig Wrathell is appointed Treasurer

Jeff Pinder is appointed Assistant Treasurer

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

Adopted this 2nd day of June, 2021.

ATTEST:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2021-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Naples Reserve Community Development District ("**District**") prior to June 15, 2021, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: August 17, 2021

HOUR: 11:00 A.M.

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Collier County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 2nd DAY OF JUNE, 2021.

ATTEST:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Fiscal Year 2021/2022 Proposed Budget

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2022**

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
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**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 03/31/21	Projected through 9/30/2021	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll	\$109,692				\$465,903
Allowable discount (4%)	(4,388)				(18,636)
Assessment levy - net	<u>105,304</u>	<u>\$ 99,618</u>	<u>\$ 5,686</u>	<u>\$ 105,304</u>	<u>447,267</u>
Total revenues	<u>105,304</u>	<u>99,618</u>	<u>5,686</u>	<u>105,304</u>	<u>447,267</u>
EXPENDITURES					
Professional & admin					
Supervisor fees	3,000	400	-	400	-
FICA taxes	230	31	122	153	-
Engineering	3,500	536	8,000	8,536	20,000
Audit*	7,200	7,200	-	7,200	7,200
Legal	9,200	4,615	8,000	12,615	15,000
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	145	355	500	500
Insurance	6,483	6,189	-	6,189	6,808
Trustee	4,800	4,760	-	4,760	4,800
Trustee - second bond series*	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	1,500	-	1,500	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	842	500	1,342	1,200
Annual district filing fee	175	175	-	175	175
Contingencies	400	-	2,000	2,000	2,500
Website					
Hosting	705	705	-	705	705
ADA compliance	210	-	210	210	210
Total professional & admin	<u>101,463</u>	<u>54,028</u>	<u>54,617</u>	<u>108,645</u>	<u>122,958</u>
Field operations					
Operations management	-	-	-	-	5,000
Drainage / catch basin maintenance	-	-	-	-	5,000
Other repairs & maintenance	-	-	-	-	30,000
Lake maintenance / water quality	-	-	-	-	110,000
Total field operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>150,000</u>

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 03/31/21	Projected through 9/30/2021	Total Actual & Projected	
Other fees & charges					
Property appraiser	1,645	500	1,145	1,645	6,989
Tax collector	2,194	1,991	203	2,194	9,318
Total other fees & charges	<u>3,839</u>	<u>2,491</u>	<u>1,348</u>	<u>3,839</u>	<u>16,307</u>
Total expenditures	<u>105,302</u>	<u>56,519</u>	<u>55,965</u>	<u>112,484</u>	<u>289,265</u>
Excess (deficiency) of revenues over/(under) expenditures	2	43,099	(50,279)	(7,180)	158,002
Fund balance - beginning (unaudited)	65,010	78,315	121,414	78,315	71,135
Fund balance - ending (projected)					
Assigned					
3 months working capital	31,188	31,188	31,188	31,188	77,422
Lake bank remediation	-	-	-	-	150,000
Unassigned	33,824	90,226	39,947	39,947	1,715
Fund balance - ending (projected)	<u>\$ 65,012</u>	<u>\$ 121,414</u>	<u>\$ 71,135</u>	<u>\$ 71,135</u>	<u>\$ 229,137</u>

*Includes estimated additional cost for second bond issuance.

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

EXPENDITURES

Professional services

Management/accounting/recording	\$ 48,960
<p>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.</p>	
Debt service fund accounting*	5,500
Legal	15,000
<p>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.</p>	
Engineering	20,000
<p>Hole Montes, Inc., provides a broad array of engineering, consulting and construction services, which assist in the crafting of sustainable solutions for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit*	7,200
<p>If certain revenue or expenditure thresholds are exceeded then Florida Statutes, Chapter 218.39 requires the District to have an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	1,500
<p>To ensure the District's compliance with all Tax Regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934.</p>	
Trustee	4,800
<p>Annual Fee paid to Wachovia Bank for the service provided as Trustee, Paying Agent and Registrar.</p>	
Trustee - second bond series*	5,500
Telephone	50
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	350
<p>Copies, agenda package items, etc.</p>	

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

EXPENDITURES (continued)

Legal advertising	1,200
The District advertises for monthly meetings, special meetings, public hearings, bidding,	
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,808
The District carries public officials and general liability insurance. The limit of liability is set at \$1,000,000 (general aggregate \$2,000,000) and \$1,000,000 for public officials liability.	
Contingencies	2,500
Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.	
Website	
Hosting	705
ADA compliance	210
Field operations	
Operations management	5,000
Drainage / catch basin maintenance	5,000
Other repairs & maintenance	30,000
Lake maintenance / water quality	110,000
Other fees & charges	
Property appraiser	
The property appraiser charges 1.5% of the assessments	6,989
Tax collector	
The tax collector charges 2% of the assessments collected.	9,318
Total expenditures	<u><u>\$ 289,265</u></u>

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2014
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 03/31/21	Projected through 9/30/2021	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll	\$565,208				\$565,208
Allowable discount (4%)	(22,608)				(22,608)
Assessment levy - net	542,600	\$ 513,316	\$ 29,284	\$ 542,600	542,600
Assessments: lot closings	-	1,351	-	1,351	-
Interest	-	18	-	18	-
Total revenues	542,600	514,685	29,284	543,969	542,600
EXPENDITURES					
Debt service					
Principal	135,000	135,000	-	135,000	140,000
Principal prepayment	-	40,000	-	40,000	-
Interest	380,594	191,900	188,694	380,594	371,938
Total debt service	515,594	366,900	188,694	555,594	511,938
Other fees & charges					
Property appraiser	8,478	4,837	3,641	8,478	8,478
Tax collector	11,304	8,818	2,486	11,304	11,304
Total other fees & charges	19,782	13,655	6,127	19,782	19,782
Total expenditures	535,376	380,555	194,821	575,376	531,720
Excess/(deficiency) of revenues over/(under) expenditures	7,224	134,130	(165,537)	(31,407)	10,880
Fund balance:					
Beginning fund balance	889,024	882,443	1,016,573	882,443	851,036
Ending fund balance (projected)	\$ 896,248	\$1,016,573	\$ 851,036	\$ 851,036	861,916
Use of fund balance					
Debt service reserve account balance (required)					(514,063)
Interest expense - November 1, 2022					(184,306)
Principal expense - November 1, 2022					(150,000)
Projected fund balance surplus/(deficit) as of September 30, 2022					\$ 13,547

NAPLES RESERVE

Community Development District

Series 2014

\$7,680,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2021	140,000.00	4.750%	187,631.25	327,631.25
05/01/2022	-		184,306.25	184,306.25
11/01/2022	150,000.00	4.750%	184,306.25	334,306.25
05/01/2023	-		180,743.75	180,743.75
11/01/2023	155,000.00	4.750%	180,743.75	335,743.75
05/01/2024	-		177,062.50	177,062.50
11/01/2024	165,000.00	4.750%	177,062.50	342,062.50
05/01/2025	-		173,143.75	173,143.75
11/01/2025	170,000.00	4.750%	173,143.75	343,143.75
05/01/2026	-		169,106.25	169,106.25
11/01/2026	180,000.00	5.250%	169,106.25	349,106.25
05/01/2027	-		164,381.25	164,381.25
11/01/2027	190,000.00	5.250%	164,381.25	354,381.25
05/01/2028	-		159,393.75	159,393.75
11/01/2028	200,000.00	5.250%	159,393.75	359,393.75
05/01/2029	-		154,143.75	154,143.75
11/01/2029	210,000.00	5.250%	154,143.75	364,143.75
05/01/2030	-		148,631.25	148,631.25
11/01/2030	220,000.00	5.250%	148,631.25	368,631.25
05/01/2031	-		142,856.25	142,856.25
11/01/2031	230,000.00	5.250%	142,856.25	372,856.25
05/01/2032	-		136,818.75	136,818.75
11/01/2032	245,000.00	5.250%	136,818.75	381,818.75
05/01/2033	-		130,387.50	130,387.50
11/01/2033	255,000.00	5.250%	130,387.50	385,387.50
05/01/2034	-		123,693.75	123,693.75
11/01/2034	270,000.00	5.250%	123,693.75	393,693.75
05/01/2035	-		116,606.25	116,606.25
11/01/2035	285,000.00	5.250%	116,606.25	401,606.25
05/01/2036	-		109,125.00	109,125.00

NAPLES RESERVE

Community Development District

Series 2014

\$7,680,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2036	300,000.00	5.625%	109,125.00	409,125.00
05/01/2037	-		100,687.50	100,687.50
11/01/2037	315,000.00	5.625%	100,687.50	415,687.50
05/01/2038	-		91,828.13	91,828.13
11/01/2038	335,000.00	5.625%	91,828.13	426,828.13
05/01/2039	-		82,406.25	82,406.25
11/01/2039	355,000.00	5.625%	82,406.25	437,406.25
05/01/2040	-		72,421.88	72,421.88
11/01/2040	370,000.00	5.625%	72,421.88	442,421.88
05/01/2041	-		62,015.63	62,015.63
11/01/2041	395,000.00	5.625%	62,015.63	457,015.63
05/01/2042	-		50,906.25	50,906.25
11/01/2042	415,000.00	5.625%	50,906.25	465,906.25
05/01/2043	-		39,234.38	39,234.38
11/01/2043	440,000.00	5.625%	39,234.38	479,234.38
05/01/2044	-		26,859.38	26,859.38
11/01/2044	465,000.00	5.625%	26,859.38	491,859.38
05/01/2045	-		13,781.25	13,781.25
11/01/2045	490,000.00	5.625%	13,781.25	503,781.25
Total	\$6,945,000.00		\$5,808,712.55	\$12,753,712.55

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2018
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 03/31/21	Projected through 9/30/2021	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll	\$604,937				\$604,937
Allowable discount (4%)	(24,197)				(24,197)
Assessment levy - net	580,740	\$ 375,999	\$ 204,741	\$ 580,740	580,740
Lot closings	-	29,904	-	29,904	-
Interest	-	2,833	-	2,833	-
Total revenues	580,740	408,736	204,741	613,477	580,740
EXPENDITURES					
Debt service					
Principal	140,000	140,000	-	140,000	150,000
Interest	413,056	207,928	205,128	413,056	407,256
Total debt service	553,056	347,928	205,128	553,056	557,256
Other fees & charges					
Property appraiser	9,074	3,794	5,280	9,074	9,074
Tax collector	12,099	6,870	5,229	12,099	12,099
Total other fees & charges	21,173	10,664	10,509	21,173	21,173
Total expenditures	574,229	358,592	215,637	574,229	578,429
Excess/(deficiency) of revenues over/(under) expenditures	6,511	50,144	(10,896)	39,248	2,311
Fund balance:					
Beginning fund balance	647,982	638,841	688,985	638,841	678,089
Ending fund balance (projected)	\$ 654,493	\$ 688,985	\$ 678,089	\$ 678,089	680,400
Use of fund balance					
Debt service reserve account balance (required)					(280,178)
Interest expense - November 1, 2022					(202,128)
Principal expense - November 1, 2022					(155,000)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 43,094</u>

NAPLES RESERVE

Community Development District

Series 2018

\$8,550,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2021	150,000.00	4.000%	205,128.13	355,128.13
05/01/2022	-		202,128.13	202,128.13
11/01/2022	155,000.00	4.000%	202,128.13	357,128.13
05/01/2023	-		199,028.13	199,028.13
11/01/2023	160,000.00	4.000%	199,028.13	359,028.13
05/01/2024	-		195,828.13	195,828.13
11/01/2024	165,000.00	4.625%	195,828.13	360,828.13
05/01/2025	-		192,012.50	192,012.50
11/01/2025	175,000.00	4.625%	192,012.50	367,012.50
05/01/2026	-		187,965.63	187,965.63
11/01/2026	180,000.00	4.625%	187,965.63	367,965.63
05/01/2027	-		183,803.13	183,803.13
11/01/2027	190,000.00	4.625%	183,803.13	373,803.13
05/01/2028	-		179,409.38	179,409.38
11/01/2028	200,000.00	4.625%	179,409.38	379,409.38
05/01/2029	-		174,784.38	174,784.38
11/01/2029	210,000.00	4.625%	174,784.38	384,784.38
05/01/2030	-		169,928.13	169,928.13
11/01/2030	220,000.00	5.000%	169,928.13	389,928.13
05/01/2031	-		164,428.13	164,428.13
11/01/2031	230,000.00	5.000%	164,428.13	394,428.13
05/01/2032	-		158,678.13	158,678.13
11/01/2032	240,000.00	5.000%	158,678.13	398,678.13
05/01/2033	-		152,678.13	152,678.13
11/01/2033	255,000.00	5.000%	152,678.13	407,678.13
05/01/2034	-		146,303.13	146,303.13
11/01/2034	265,000.00	5.000%	146,303.13	411,303.13
05/01/2035	-		139,678.13	139,678.13
11/01/2035	280,000.00	5.000%	139,678.13	419,678.13
05/01/2036	-		132,678.13	132,678.13
11/01/2036	290,000.00	5.000%	132,678.13	422,678.13
05/01/2037	-		125,428.13	125,428.13
11/01/2037	305,000.00	5.000%	125,428.13	430,428.13
05/01/2038	-		117,803.13	117,803.13
11/01/2038	320,000.00	5.000%	117,803.13	437,803.13
05/01/2039	-		109,803.13	109,803.13

NAPLES RESERVE

Community Development District

Series 2018

\$8,550,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2039	340,000.00	5.125%	109,803.13	449,803.13
05/01/2040	-		101,090.63	101,090.63
11/01/2040	355,000.00	5.125%	101,090.63	456,090.63
05/01/2041	-		91,993.75	91,993.75
11/01/2041	375,000.00	5.125%	91,993.75	466,993.75
05/01/2042	-		82,384.38	82,384.38
11/01/2042	395,000.00	5.125%	82,384.38	477,384.38
05/01/2043	-		72,262.50	72,262.50
11/01/2043	415,000.00	5.125%	72,262.50	487,262.50
05/01/2044	-		61,628.13	61,628.13
11/01/2044	435,000.00	5.125%	61,628.13	496,628.13
05/01/2045	-		50,481.25	50,481.25
11/01/2045	455,000.00	5.125%	50,481.25	505,481.25
05/01/2046	-		38,821.88	38,821.88
11/01/2046	480,000.00	5.125%	38,821.88	518,821.88
05/01/2047	-		26,521.88	26,521.88
11/01/2047	505,000.00	5.125%	26,521.88	531,521.88
05/01/2048	-		13,581.25	13,581.25
11/01/2048	530,000.00	5.125%	13,581.25	543,581.25
Total	\$8,275,000.00		\$7,147,390.85	\$15,422,390.85

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
PROJECTED ASSESSMENTS
GENERAL FUND AND DEBT SERVICE FUND
FISCAL YEAR 2022**

On-Roll Assessments

Number of Units	Unit Type	Subdivision Name	Projected Fiscal Year 2022			FY 21 Total Assessment
			GF	DSF	GF & DSF	
79	85' x 130'	Parrot Cay	\$428.22	\$ 1,458.33 *	\$1,886.55	\$ 1,559.15
82	78' x 130'	Sparrow Cay	428.22	1,250.00 *	1,678.22	1,350.82
116	64' x 130'	Savannah Lakes	428.22	1,145.83 *	1,574.05	1,246.65
169	53' x 130'	Egret Landing	428.22	1,041.67 *	1,469.89	1,142.49
51	40' x 130'	Mallard Point	428.22	833.33 *	1,261.55	934.15
178	34' x 130' Villa	Coral Harbor	428.22	708.33 **	1,136.55	809.15
183	76' x 130'	Canoe Landing/Crane Point/Bimini Isles	428.22	1,250.00 **	1,678.22	1,350.82
101	64' x 140'	Sutton Cay	428.22	1,145.83 **	1,574.05	1,246.65
129	53' x 130'	Half Moon Point	428.22	1,041.67 **	1,469.89	1,142.49
1,088						

* Units subject to Series 2014 Bonds

** Units subject to Series 2018 Bonds

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

6

RESOLUTION 2021-08

A RESOLUTION OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2021/2022 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Naples Reserve Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Collier County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2021/2022 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Collier County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 2nd day of June, 2021.

Attest:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION <i>TBD</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October ____, 2021	Regular Meeting	____ AM/PM
November ____, 2021	Regular Meeting	____ AM/PM
December ____, 2021	Regular Meeting	____ AM/PM
January ____, 2022	Regular Meeting	____ AM/PM
February ____, 2022	Regular Meeting	____ AM/PM
March ____, 2022	Regular Meeting	____ AM/PM
April ____, 2022	Regular Meeting	____ AM/PM
May ____, 2022	Regular Meeting	____ AM/PM
June ____, 2022	Regular Meeting	____ AM/PM
July ____, 2022	Regular Meeting	____ AM/PM
August ____, 2022	Public Hearing & Regular Meeting	____ AM/PM
September ____, 2022	Regular Meeting	____ AM/PM

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

7

This instrument was prepared
without an opinion of title and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

BOAT DOCK ENCROACHMENT AGREEMENT

THIS BOAT DOCK ENCROACHMENT AGREEMENT (this “**Agreement**”) is made this ___ day of _____, 2021, by and among **NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT** (“**District**”) and **NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.** (“**Association**”), and **DOUGLAS W. FRANKLIN AND BETH J. FRANKLIN, AS TRUSTEES OF THAT CERTAIN TRUST AGREEMENT OF DOUGLAS W. FRANKLIN AND BETH J. FRANKLIN, DATED FEBRUARY 24, 2009** (“**Owner**”). The District and Association are sometimes referred to herein individually as a “**NR Entity**” and collectively as the “**NR Entities**.”

RECITALS

A. Owner is the owner in fee simple of that certain real property located at 14791 Dockside Lane, Naples, Florida 34114, which real property is legally described as follows (the “**Owner’s Property**”):

Lot 6, Block 4A, Naples Reserve Phase II, according to the plat thereof as recorded in Plat Book 56, Page 20 through 38, inclusive, of the Public Records of Collier County, Florida.

B. The NR Entities have either fee simple interest and/or an easement interest in the following lake tract and/or associated platted lake maintenance easement abutting the Owner’s Property (collectively, the “**Lake Property**”):

Tract L24 Naples Reserve Island Club, according to the plat thereof as recorded in Plat Book 58, Pages 19 through 21, inclusive, of the Public Records of Collier County, Florida.

C. Owner intends to construct and maintain a boat dock and related improvements (collectively, the “**Dock Improvements**”) that will encroach into Lake Property (the “**Encroachment**”) as shown on the site plan attached as **Exhibit “A”** and made a part of this Agreement (the “**Site Plan**”).

D. The parties to this Agreement have reached certain understandings with regard to the Encroachment and now desire to set forth their understandings in writing for recordation.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated by reference into this Agreement.

2. **Consent to the Encroachment and Covenant not to Construct**. Subject to the terms of this Agreement, the NR Entities hereby expressly consent to the Encroachment of the Dock Improvements

and Owner, for itself and on behalf of all of its heirs, successors and/or assigns agrees and covenants that, in consideration for such consent by the NR Entities, no portion of the Dock Improvements encroaching into the Lake Property shall ever be expanded or increased beyond that which is permitted herein. In the event the NR Entities (each individually or collectively) determine that, notwithstanding Owner's agreement to the restrictive covenant set forth herein, any portion of the Dock Improvements within the Lake Property has been expanded or increased or Owner has otherwise constructed or installed improvements beyond or in addition to the permitted Dock Improvements in the Lake Property in violation of the terms hereof, and gives written notice to Owner of such determination, Owner or its successors and/or assigns shall have thirty (30) calendar days to correct such violation at its sole cost and expense after such written notice is actually received or deemed to have been received, whichever is earlier. In the event such violation is not corrected within such thirty (30) day period, Owner expressly agrees the NR Entities (each individually or collectively) may, and hereby further authorizes the NR Entities (each individually or collectively) to, take all steps necessary to remove such violating improvements, including, but not limited to, the right to enter onto the Owner's Property. Owner acknowledges that the Encroachment into the Lake Property is by consent of the NR Entities and not by any claim of some other right.

3. **Owner's Responsibilities.** Owner agrees to, and acknowledges, the following responsibilities as a condition to the NR Entities' consent to the Encroachment:

a. Owner shall be fully responsible, at Owner's sole cost and expense, for the installation, operation, and maintenance of the Dock Improvements, including any permits or approvals required for the work;

b. If Dock Improvements or conditions related to the Dock Improvements cause erosion to the Lake Property or the lake bank area adjacent to the Lake Property, Owner shall be responsible for the repair of the erosion, which shall be at Owner's sole cost and expense;

c. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement;

d. Owner shall ensure the installation, operation, and maintenance of the Dock Improvements are conducted in compliance with all applicable laws;

e. Notwithstanding this Agreement, Owner's use and operation of the Dock Improvements shall at all times be subject to the rules and regulations of the Association governing recreational activities on the Lake Property, which rules and regulations may be amended from time-to-time.

f. Owner shall ensure the installation, operation, and maintenance of the Dock Improvements does not damage any property of the NR Entities (including the Lake Property) or any third-party, and in the event of any such damage, Owner shall immediately repair the damage at Owner's sole cost and expense;

g. Owner shall continue to operate, maintain, and repair the Dock Improvements, in good and proper working condition and repair;

h. Owner shall ensure that the NR Entities have access through the Lake Property to allow the NR Entities to operate, maintain and repair the same, as needed, including for lake bank repair, lake bank and shoreline restoration, littoral planting, aquatic plant maintenance, dredging and riprap installation and replacement;

i. In the event of a casualty event that damages or destroys the Dock Improvements, Owner shall be responsible for the prompt clean-up and disposal of any debris, which shall be at Owner's sole cost and expense;

j. Owner shall maintain the NR Entities' property free from any construction, materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim of lien at Owner's sole cost and expense;

k. Throughout the term of this Agreement, Owner shall maintain liability insurance covering any injuries or damages to persons or property that may occur as a result of or related to the Dock Improvements or the construction, installation, alteration, or removal of the Dock Improvements. The Owner shall furnish the District or the Association, upon their request, with a certificate of insurance evidencing compliance with this requirement; and

l. Owner shall obtain written approval of the Dock Improvements from the Developmental Review Committee of the Association prior to installation of the Dock Improvements or any alteration thereof.

4. **Additional Costs.** In the event that at any time subsequent to the execution of this Agreement the Encroachment encumbers or inconveniences a NR Entity's use of the Lake Property (including, without limitation, the maintenance, repair, and/or replacement of stormwater management improvements and lake bank and shoreline restoration within or adjacent to the Lake Property), the NR Entity will make reasonable efforts to work around the Encroachment; provided, however, that Owner shall pay for all of the NR Entity's costs associated with working around the Encroachment to the extent that such costs would not have been incurred but for the Encroachment. Said additional costs are, at the election of the NR Entity, to be paid to the applicable NR Entity in advance of any work to be performed by the NR Entity. The NR Entity shall be the sole judge of such incremental costs. Only if the NR Entity, in its sole judgment, is not able to work around the Encroachment, will the NR Entity mandate that the Encroachment be moved or removed, at no cost to the NR Entities, as then may be needed to allow the applicable NR Entity the needed use of the Lake Property. If Owner fails to remove the Encroachment after written request of the NR Entity, the NR Entity may remove the Encroachment and charge Owner for the cost thereof. Removal of the Encroachment will be the last alternative solution of any such use problem(s) unless the incremental cost of the least expensive and viable alternative solution exceeds the cost of removal. Once removed, the Owner may not reinstall the Dock Improvements without the prior written approval of the NR Entities. Owner shall be responsible for all costs to reinstall the Dock Improvements. Any costs incurred by the Association for which the Owner is responsible as provided in this section 4 may be assessed by the Association as a Special Assessment against the Owner and the Owner's Lot and collected in accordance with the provisions of Article IX of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Naples Reserve.

5. **Emergency/Governmental Demand.** In the event of an emergency or demand or request to do so by any government agency or entity having jurisdiction over all or a portion of the Lake Property, the District may remove the Dock Improvements without notice, and the District will not be responsible for repairing, replacing or restoring the Dock Improvements back to their original condition. Owner shall be liable for and shall repay the District for all costs incurred by the District to remove the Dock Improvements, including any professional or legal fees or expenses.

6. **Indemnification.** In order to induce the NR Entities to consent to the Encroachment, as evidenced by this Agreement, Owner hereby agrees to fully protect, indemnify, defend, save and hold the NR Entities, and its supervisors, officers, employees, agents, administrators, and all of their respective heirs,

successors and assigns (collectively, the “**Indemnified Parties**”), harmless from and against any and all claims, damages, expenses, costs, charges, obligations, liabilities, fees, penalties, assessments, taxes, losses, etc. of any kind or nature whatsoever, whether mature or not, in law or in equity, whether as a result of settlement, litigation or arbitration which may be incurred or suffered by one or more of the Indemnified Parties arising out of, relating to or resulting from the construction, use, maintenance and occupation of the Encroachment and any removal of any improvements within the Encroachment, and in all events including, but not limited to, any and all attorneys’ fees, court costs, and including costs incurred in any appellate proceedings, or costs of arbitration and all expenses in defending same, in connection with any and all of the above.

7. **Other Approvals.** Owner shall be responsible for obtaining any and all approvals of any other entity having an interest in the Lake Property.

8. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successor and assigns forever. This Agreement, the rights and privileges herein granted and the burdens imposed hereby shall be perpetual and shall run with and bind Owner’s Property.

9. **Governing Law / Venue.** This Agreement shall be construed in accordance with Florida law (exclusive of choice of law rules). Venue for any action arising hereunder shall lie exclusively in Collier County, Florida.

10. **Prevailing Party.** The prevailing party in any litigation arising out of this Agreement shall be entitled to recover from the non-prevailing party all attorneys’ fees, paralegal fees, and costs incurred in connection with such litigation, whether pre-trial, at trial, in arbitration, on appeal, or otherwise.

11. **Sovereign Immunity.** 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 law, 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.

12. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. **Modifications.** This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by all of the Parties.

14. **Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

15. **Integration.** This Agreement embodies the entire understanding of the parties with respect to the subject matter contemplated herein, and the terms hereof control over and supersede all prior and contemporaneous understandings pertaining to the subject matter hereof.

16. **Interpretation.** This Agreement has been negotiated fully between the parties as an arms' length transaction. All parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

18. **Termination.** This Agreement shall continue in full force and effect until terminated by recording an instrument in the Public Records of Collier County, Florida, signed by the parties or their successors and assigns to this Agreement or upon the removal by Owner of the Encroachment, in which case this Agreement shall terminate automatically without further action of the parties.

(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.)

The parties have executed this Agreement as of the date first written above.

DISTRICT:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary / Assistant Secretary

By: _____
Chair / Vice Chair

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this _____ day of _____, 2021, by _____, as _____ of Naples Reserve Community Development District, on behalf of said community development district, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

ASSOCIATION:

**NAPLES RESERVE HOMEOWNERS
ASSOCIATION, INC.**

By: _____
Randy Sparrazza, President

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this _____ day of _____, 2021, by Randy Sparrazza, as President of Naples Reserve Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

OWNER:

Douglas W. Franklin, Trustee of that certain
Trust Agreement of Douglas W. Franklin and
Beth J. Franklin, dated February 24, 2009

Beth J. Franklin, Trustee of that certain
Trust Agreement of Douglas W. Franklin and
Beth J. Franklin, dated February 24, 2009

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of () physical presence or ()
online notarization this _____ day of _____, 2021, by Douglas W. Franklin and Beth J.
Franklin, Trustees of that certain Trust Agreement of Douglas W. Franklin and Beth J. Franklin, dated
February 24, 2009, who () are personally known to me or () have produced
_____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

**SURVEY SKETCH OF ASBUILT SURVEY
SKETCH OF PROPOSED IMPROVEMENTS**

NOT FOR FENCE CONSTRUCTION
NOT FOR CONSTRUCTION
NOT FOR DESIGN

STREET ADDRESS :
14791 DOCKSIDE LN
NAPLES, FL 34114.

CERTIFIED TO :
D.W. & B.J. FRANKLIN TRUST.

LEGAL DESCRIPTION :
LOT 6, BLOCK 4A OF NAPLES RESERVE, PHASE 2,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN
PLAT BOOK 56, PAGE(S) 20-38, OF THE PUBLIC
RECORDS OF COLLIER COUNTY, FLORIDA.

THE LINES ON THIS SKETCH DO NOT CONSTITUTE OWNERSHIP.
NOTE: THE INTENT OF THIS SURVEY IS FOR TITLE TRANSFER ONLY
COPYRIGHT 2020: F.L.A. SURVEYS CORP.

PAGE 1 OF 3
SEE REVERSE SIDE FOR PAGE 3 OF 3

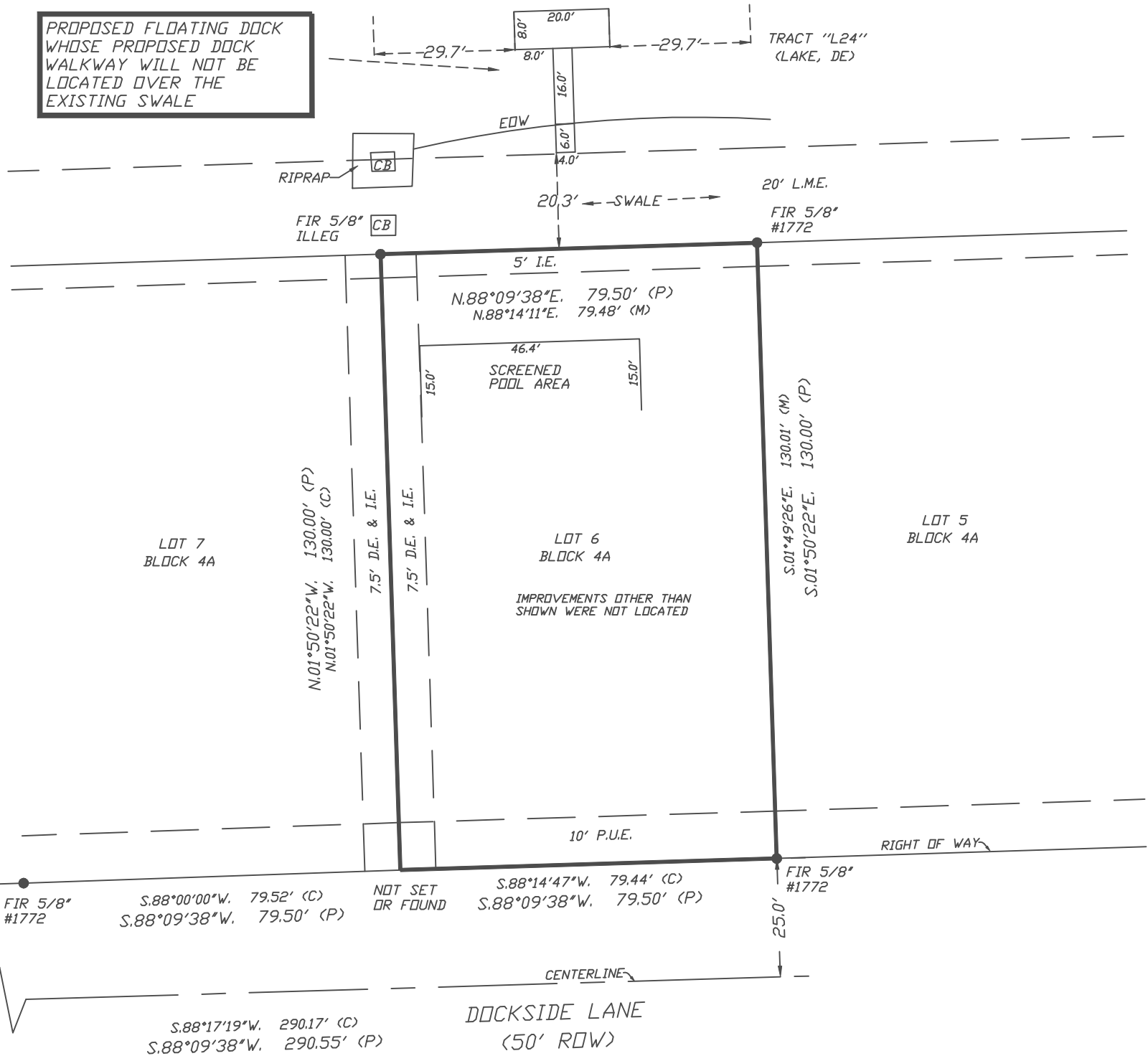
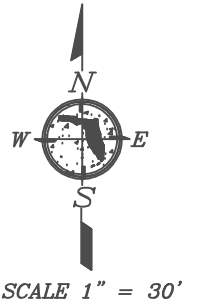


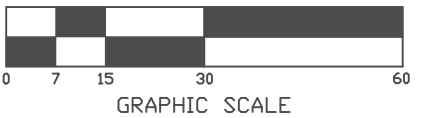
Exhibit "A"

QUALITY CONTROL
BY : MEF DATE : 03/01/21

NOTE: IF APPLICABLE, FENCES SHOWN MEANDER
ON OR OFF LINES. (APPROX. LOCATION ONLY)

NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND EMBOSSED SEAL
NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
FLORIDA STATUTE 5J-17.05 (3) (c): TWO SITE BENCHMARKS REQUIRED FOR CONSTRUCTION
NOTE: PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM LOCAL PERMITTING,
PLANNING AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION.

CERTIFICATION :
I HEREBY CERTIFY THIS SURVEY WAS MADE UNDER MY RESPONSIBLE
CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY
THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS
CHAPTER 5J17.05-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027 FLORIDA STATUTES.



F.L.A. SURVEYS CORP. PROFESSIONAL LAND SURVEYORS & MAPPERS-LB 6569		3884 PROGRESS AVE., SUITE 104 NAPLES, FL 34104 239-403-1600 FAX 403-8600 239-404-7129 239-272-2328 239-250-2792 239-825-8504 9220 BONITA BEACH ROAD, STE 200 BONITA SPRINGS, FL 34135	NOTE: IN COMPLIANCE WITH F.A.C. 5J-17.052 (2) (d) (4) (IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLAT, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.	BY : <i>Leland F. Dysard</i> CLINTON W. FINSTAD, PE, CFM, PLS #2453 MARY E. FINSTAD, CFM, PSM #5901	SURVEY DATE : 03/01/21 LELAND F. DYSARD, PLS #3859	REVISIONS SWALE NOTE 05/27/2021 PROJECT NO: 21-85290-SPC
DRAWN BY:	IDV	PARTY CHIEF:	MIKE			

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

8

This instrument was prepared
without an opinion of title and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

GENERATOR ENCROACHMENT AGREEMENT

THIS GENERATOR ENCROACHMENT AGREEMENT (this “**Agreement**”) is made this ___ day of _____, 2021, by and between **NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT** (“**District**”) and **STEVEN H. ARMSTRONG AND CYNTHIA R. ARMSTRONG** (collectively, “**Owner**”).

RECITALS

A. Owner is the owner in fee simple of that certain real property located at 14788 Spinnaker Way, Naples, Florida 34114, which real property is legally described as follows (the “**Owner’s Property**”):

Lot 9, Block 4D, Naples Reserve, Phase II, according to the plat thereof as recorded in Plat Book 56, Pages 20 through 38, inclusive, of the Public Records of Collier County, Florida.

B. Pursuant to the terms of the plat of Naples Reserve, Phase II, a subdivision according to the plat thereof, as recorded in Plat Book 56, Pages 20 through 38, inclusive, of the Public Records of Collier County, Florida (the “**Plat**”), the north side of the Owner’s Property is subject to and encumbered by a 7.5’ drainage easement (the “**Drainage Easement**”). District is the owner and holder of rights in the Drainage Easement.

C. Owner intends to construct and maintain a generator and related improvements (collectively, the “**Generator Improvements**”) that will partially encroach into the Drainage Easement (the “**Encroachment**”) as shown on the site plan attached as **Exhibit “A”** and made a part of this Agreement (the “**Site Plan**”).

D. The parties to this Agreement have reached certain understandings with regard to the Encroachment and now desire to set forth their understandings in writing for recordation.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated by reference into this Agreement.

2. **Consent to the Encroachment and Covenant not to Construct.** Subject to the terms of this Agreement, District hereby expressly consents to the Encroachment and Owner, for itself and on behalf of all of its heirs, successors and/or assigns agrees and covenants that, in consideration for such consent by District, no portion of the Generator Improvements encroaching into the Drainage Easement

shall ever be expanded or increased beyond that which is permitted herein. In the event District determines that, notwithstanding Owner's agreement to the restrictive covenant set forth herein, any portion of the Generator Improvements within the Drainage Easement has been expanded or increased or Owner has otherwise constructed or installed improvements beyond or in addition to the permitted Generator Improvements in the Drainage Easement in violation of the terms hereof, and gives written notice to Owner of such determination, Owner or its successors and/or assigns shall have thirty (30) calendar days to correct such violation at its sole cost and expense after such written notice is actually received or deemed to have been received, whichever is earlier. In the event such violation is not corrected within such thirty (30) day period, Owner expressly agrees District may, and hereby further authorizes District to, take all steps necessary to remove such violating improvements, including, but not limited to, the right to enter onto the Owner's Property. Owner acknowledges that the Encroachment into the Drainage Easement is by consent of District and not by any claim of some other right.

3. **Owner's Responsibilities.** Owner agrees to, and acknowledges the following responsibilities as a condition to District's consent to the Encroachment:

a. Owner shall be fully responsible, at Owner's sole cost and expense, for the installation, operation, and maintenance of the Generator Improvements, including any permits or approvals required for the work;

b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement;

c. Owner shall ensure the installation, operation, and maintenance of the Generator Improvements are conducted in compliance with all applicable laws;

c. Owner shall ensure the installation, operation, and maintenance of the Generator Improvements does not damage any property of District, or any third-party's property, and in the event of any such damage, Owner shall immediately repair the damage at Owner's sole cost and expense;

d. Owner shall continue to operate, maintain, and repair the Generator Improvements, in good and proper working condition and repair;

e. Except as to the approved Encroachment approved herein, Owner shall ensure that District has access through the Drainage Easement to and from components of District's stormwater management system to allow District to operate, maintain and repair the same, as needed; and

f. Owner shall maintain the Drainage Easement free from any construction, materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim of lien at Owner's sole cost and expense.

4. **Additional Costs.** In the event that at any time subsequent to the execution of this Agreement the Encroachment encumbers or inconveniences District's use of the Drainage Easement (including, without limitation, the maintenance, repair, and/or replacement of improvements within or adjacent to the Drainage Easement such as buried pipes or other drainage lines), District will make reasonable efforts to work around the Encroachment; provided, however, that Owner shall pay for all of District's costs associated with working around the Encroachment to the extent that such costs would not have been incurred but for the Encroachment. Said additional costs are, at the election of District, to be paid to District in advance of any work to be performed by District. District shall be the sole judge of such incremental costs. Only if District, in its sole judgment, is not able to work around the

Encroachment, will District mandate that the Encroachment be moved or removed, at no cost to District, as then may be needed to allow District the needed use of the Drainage Easement. If Owner fails to remove the Encroachment after written request of District, District may remove the Encroachment and charge Owner for the cost thereof. Removal of the Encroachment will be the last alternative solution of any such use problem(s) unless the incremental cost of the least expensive and viable alternative solution exceeds the cost of removal.

5. **Indemnification.** In order to induce District to consent to the Encroachment, as evidenced by this Agreement, Owner hereby agrees to fully protect, indemnify, defend, save and hold District, and its supervisors, officers, employees, agents, administrators, and all of their respective heirs, successors and assigns (collectively, the “**Indemnified Parties**”), harmless from and against any and all claims, damages, expenses, costs, charges, obligations, liabilities, fees, penalties, assessments, taxes, losses, etc. of any kind or nature whatsoever, whether mature or not, in law or in equity, whether as a result of settlement, litigation or arbitration which may be incurred or suffered by one or more of the Indemnified Parties arising out of, relating to or resulting from the construction, use, maintenance and occupation of the Encroachment and any removal of any improvements within the Encroachment, and in all events including, but not limited to, any and all attorneys’ fees, court costs, and including costs incurred in any appellate proceedings, or costs of arbitration and all expenses in defending same, in connection with any and all of the above.

6. **Other Approvals.** Owner shall be responsible for obtaining any and all approvals of any other entity having an interest in the Drainage Easement, including, without limitation, Collier County and the Naples Reserve Homeowners Association, Inc.

7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successor and assigns forever. This Agreement, the rights and privileges herein granted and the burdens imposed hereby shall be perpetual and shall run with and bind Owner’s Property.

8. **Governing Law / Venue.** This Agreement shall be construed in accordance with Florida law (exclusive of choice of law rules). Venue for any action arising hereunder shall lie exclusively in Collier County, Florida.

9. **Prevailing Party.** The prevailing party in any litigation arising out of this Agreement shall be entitled to recover from the non-prevailing party all attorneys’ fees, paralegal fees, and costs incurred in connection with such litigation, whether pre-trial, at trial, in arbitration, on appeal, or otherwise.

10. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. **Modifications.** This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by both of the Parties.

12. **Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

13. **Integration.** This Agreement embodies the entire understanding of the parties with respect to the subject matter contemplated herein, and the terms hereof control over and supersede all prior and contemporaneous understandings pertaining to the subject matter hereof.

14. **Interpretation.** This Agreement has been negotiated fully between the parties as an arms' length transaction. Both parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

16. **Termination.** This Agreement shall continue in full force and effect until terminated by recording an instrument in the Public Records of Collier County, Florida, signed by the parties or their successors and assigns to this Agreement or upon the removal by Owner of the Encroachment.

(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.)

The parties have executed this Agreement as of the date first written above.

DISTRICT:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Cindy Cerbone, Assistant Secretary

By: _____
Tom Marquardt, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this _____ day of _____, 2021, by Tom Marquardt, as Chairman of Naples Reserve Community Development District, on behalf of said community development district, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

OWNER:

Steven H. Armstrong

Cynthia R. Armstrong

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this _____ day of _____, 2021, by Steven H. Armstrong and Cynthia R. Armstrong, who () are personally known to me or () have produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC

Name: _____
(Type or Print)

My Commission Expires:

EXHIBIT "A"
Site Plan

CDD Letterhead

May XX, 2021

Collier County Growth Management
2800 Horseshoe Drive North
Naples, FL 34104

Re: Naples Reserve
Address: 14788 Spinnaker Way / Naples Reserve II, Block 4-D, Lot 9
Naples, FL 34114 ("Property")

To whom it may concern:

Naples Reserve Community Development District ("District") is the owner of certain land, and we have been advised that a portion of a generator to be installed on the north side of the Property encroaches into a 7.5' drainage easement in which the District owns and holds certain rights. Additionally, we have been advised that Collier County has requested a letter of no objection to the encroachment.

The District has examined the plans submitted by Steven H. Armstrong and Cynthia R. Armstrong ("Owners") for the installation of a generator on the Property. With that background and on the condition that the Owners enter into a Generator Encroachment Agreement with the District, which Generator Encroachment Agreement shall be drafted by the District and recorded in the Public Records of Collier County, Florida, the District has no objection to the generator encroachment.

If you have any questions or require further information, please contact me at tmarquardt@naplesreservecdd.net.

**Naples Reserve Community
Development District**

Tom Marquardt, Chairman

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

9

Prepared without opinion of title
and after recording return to:

Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

Consideration: \$10.00

Parcel Identification Numbers:	63045030043	63045030069
	63045030085	63045030108
	63045030124	63045030140
	63045030166	63045030182
	63045030205	63045030221
	63045030247	63045030263
	63044000045	

_____[Space Above This Line For Recording Data]_____

QUITCLAIM DEED

THIS QUITCLAIM DEED is made as of the _____ day of _____, 2021 between **NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.**, Florida not-for-profit corporation, whose mailing address is c/o KWPMC, 8200 NW 33rd Street, Suite 330, Miami, Florida 33122, as grantor (“**Grantor**”), and **NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose post office address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida, 33431, as grantee (“**Grantee**”):

(Whenever used herein the terms “grantor” and “grantee” include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that Grantor, for and in consideration of the amount of TEN AND NO/100 DOLLARS (\$10.00), remises, releases and quit-claims to Grantee and Grantee’s heirs and assigns forever, all of the rights, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying and being in **Collier County, Florida** to-wit (the “**Property**”):

See Exhibit “A” attached hereto and incorporated by reference.

SUBJECT TO real property taxes and assessment for the year 2021 and subsequent years and covenants, easements, restrictions and other matters of public record.

SUBJECT TO, AND GRANTOR SPECIFICALLY RESERVES to Grantor the following: (i) a non-exclusive easement for ingress, egress and use over, across and through the Property for recreational purposes including boating and fishing, which ingress, egress and use shall be subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Naples Reserve recorded in Official Records Book 5155, Page 661 of the Public Records of Collier County, Florida, as may be further amended (the “**Declaration**”), and other rules regulating recreational uses adopted by Grantor from time to time (“**Rules**”); (ii) a non-exclusive easement for ingress and egress over, across and through the Property for the enforcement of the Declaration and Rules, and (iii) a non-exclusive easement over, across, and through the Property for purposes of drainage and stormwater management; provided,

however, that (x) any and all such ingress, egress and use pursuant to the foregoing easements shall be in compliance with applicable laws, statutes, codes, rules, regulations and permits of all governmental entities having jurisdiction over the Property and the stormwater management system located thereon; and (y) any and all such ingress, egress and use pursuant to the foregoing easements shall not conflict or interfere with Grantee's use and operation of the Property and facilities thereon for stormwater management purposes, which is understood and acknowledged to be the primary purpose and function of the Property.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of Grantee forever.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed on the day and year first written above.

GRANTOR:

NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Witnesses:

Signature
Printed Name: _____

By: _____
Randall Sparrazza, President

Signature
Printed Name: _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 2021, by Randall Sparrazza, as President of Naples Reserve Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who [] is personally known to me or [] has produced _____ as identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires: _____

Exhibit "A"
Description of the Property

Tracts L1, L2, L3, L4, L5, L6, L7, L8, L9, L10, L11, and L23, Naples Reserve, Phase I, a subdivision according to the plat thereof recorded in Plat Book 53, Pages 89 through 101, of the Public Records of Collier County, Florida.

AND

Tract L24, Naples Reserve Island Club, a subdivision according to the plat thereof recorded in Plat Book 58, Pages 19 through 21, of the Public Records of Collier County, Florida.

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

12

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2021**

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2021**

	General Fund	Debt Service Fund Series 2014	Debt Service Fund Series 2018	Capital Projects Fund Series 2018	Total Governmental Funds
ASSETS					
Cash	\$ 169,845	\$ -	\$ -	\$ -	\$ 169,845
Investments					
Reserve	-	526,106	280,180	-	806,286
Revenue		547,079	563,208		1,110,287
Capitalized interest	-	-	5	-	5
Prepayment	-	2,557	-	-	2,557
Construction	-	-	-	2,829	2,829
Due from general fund	-	24,749	26,492	-	51,241
Total assets	<u>\$ 169,845</u>	<u>\$ 1,100,491</u>	<u>\$ 869,885</u>	<u>\$ 2,829</u>	<u>\$ 2,143,050</u>
LIABILITIES					
Liabilities:					
Accounts payable	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000
Due to debt service fund - seires 2014	24,749	-	-	-	24,749
Due to debt service fund - series 2018	26,492	-	-	-	26,492
Developer advance	1,500	-	-	-	1,500
Total liabilities	<u>53,741</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>53,741</u>
FUND BALANCES:					
Restricted for					
Debt service	-	1,100,491	869,885	-	1,970,376
Capital projects	-	-	-	2,829	2,829
Unassigned	116,104	-	-	-	116,104
Total fund balances	<u>116,104</u>	<u>1,100,491</u>	<u>869,885</u>	<u>2,829</u>	<u>2,089,309</u>
Total liabilities and fund balances	<u>\$ 169,845</u>	<u>\$ 1,100,491</u>	<u>\$ 869,885</u>	<u>\$ 2,829</u>	<u>\$ 2,143,050</u>

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 4,900	\$104,519	\$105,304	99%
Total revenues	<u>4,900</u>	<u>104,519</u>	<u>105,304</u>	99%
EXPENDITURES				
Supervisor fees	-	400	3,000	13%
FICA taxes	-	31	230	13%
Engineering	-	536	3,500	15%
Audit	-	7,200	7,200	100%
Legal	4,936	9,550	9,200	104%
Management, accounting, recording	4,080	28,560	48,960	58%
Debt service fund accounting	458	3,208	5,500	58%
Postage	19	164	500	33%
Insurance	-	6,189	6,483	95%
Trustee	-	4,760	4,800	99%
Trustee - second bond series	-	-	5,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	1,167	2,000	58%
Telephone	4	29	50	58%
Printing & binding	29	204	350	58%
Legal advertising	420	1,262	1,200	105%
Annual district filing fee	-	175	175	100%
Contingencies	-	-	400	0%
Website	-	705	705	100%
ADA website compliance	-	-	210	0%
Property appraiser	-	500	1,645	30%
Tax collector	98	2,090	2,194	95%
Total expenditures	<u>10,211</u>	<u>66,730</u>	<u>105,302</u>	<u>63%</u>
Excess (deficiency) of revenues over/(under) expenditures	(5,311)	37,789	2	
Fund balance - beginning	121,415	78,315	65,010	
Fund balance - ending				
Assigned				
3 months working capital	31,188	31,188	31,188	
Unassigned	84,916	84,916	33,824	
Fund balance - ending	<u>\$116,104</u>	<u>\$116,104</u>	<u>\$ 65,012</u>	

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - SERIES 2014
FOR THE PERIOD ENDED APRIL 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 25,247	\$ 538,570	\$ 542,600	99%
Assessment lot closing	-	1,351	-	N/A
Interest	4	22	-	N/A
Total revenues	<u>25,251</u>	<u>539,943</u>	<u>542,600</u>	100%
EXPENDITURES				
Debt service				
Principal	-	135,000	135,000	100%
Principal prepayments	-	40,000	-	N/A
Interest	-	191,900	380,594	50%
Total debt service	<u>-</u>	<u>366,900</u>	<u>515,594</u>	71%
Other fees and charges				
Tax collector	505	10,770	11,304	95%
Property appraiser	-	2,446	8,478	29%
Total other fees and charges	<u>505</u>	<u>13,216</u>	<u>19,782</u>	67%
Total expenditures	<u>505</u>	<u>380,116</u>	<u>535,376</u>	71%
Excess/(deficiency) of revenues over/(under) expenditures	24,746	159,827	7,224	
Fund balances - beginning	<u>1,075,745</u>	<u>940,664</u>	<u>889,024</u>	
Fund balances - ending	<u>\$1,100,491</u>	<u>\$1,100,491</u>	<u>\$896,248</u>	

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - SERIES 2018
FOR THE PERIOD ENDED APRIL 30, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll	\$ 27,025	\$ 576,500	\$ 580,740	99%
Interest	4	18	-	N/A
Total revenues	<u>27,029</u>	<u>576,518</u>	<u>580,740</u>	99%
EXPENDITURES				
Debt service				
Principal	-	140,000	140,000	100%
Interest	-	207,928	413,056	50%
Total debt service	<u>-</u>	<u>347,928</u>	<u>553,056</u>	63%
Other fees and charges				
Property appraiser	-	2,613	9,074	29%
Tax collector	540	11,529	12,099	95%
Total other fees and charges	<u>540</u>	<u>14,142</u>	<u>21,173</u>	67%
Total expenditures	<u>540</u>	<u>362,070</u>	<u>574,229</u>	63%
Excess/(deficiency) of revenues over/(under) expenditures	26,489	214,448	6,511	
Fund balances - beginning	843,396	655,437	647,982	
Fund balances - ending	<u>\$869,885</u>	<u>\$869,885</u>	<u>\$654,493</u>	

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - SERIES 2018
FOR THE PERIOD ENDED APRIL 30, 2021**

	Current Month	Year to Date
REVENUES	\$ -	\$ -
Total revenues	-	-
 EXPENDITURES		
Capital outlay	9,726	9,726
Total expenditures	9,726	9,726
 Excess (deficiency) of revenues over/(under) expenditures	(9,726)	(9,726)
 Fund balance - beginning	12,555	12,555
Fund balance - ending	\$ 2,829	\$ 2,829

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

13

DRAFT

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

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The Board of Supervisors of the Naples Reserve Community Development District held a Regular Meeting on May 5, 2021 at 10:30 a.m., at the Naples Reserve Clubhouse, 14885 Naples Reserve Circle, Naples, Florida 34114. Members of the public and presenters were able to participate in the meeting, via Zoom at <https://us02web.zoom.us/j/83493818160?pwd=SUDma1U2eDJXRGg1cXhra2NwNi83Zz09>, and 1-646-558-8656, Meeting ID: 834 9381 8160 and Passcode: 948214, for both.

Present at the meeting were:

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

Also present, were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC
Greg Urbancic (via telephone)	District Counsel
Meagan Magaldi (via telephone)	Coleman, Yovanovich & Koester, P.A.
Terry Cole (via Zoom)	District Engineer
Randy Sparrazza	HOA President

Also present, via Zoom, were:

Nick Salvi	Heidi McIntyre	Miriam Defreitas	Gerald Naples
Bonnie Humphrey	Michael Considine	Ivette Santiago	Linda Houde
Ray Hill	Ed Moore	Laurie Sandler	Maria Elise Desjardins
Leo Desjardins	Vassilis Tsarodhas	Jorje Santiago	Other Residents

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:31 a.m. Supervisors Marquardt, Godfrey, Hill and Inez were present. Supervisor Bieker was not present.

41 **SECOND ORDER OF BUSINESS** **Public Comments**

42
43 Resident Bonnie Humphrey stated she was waiting for a representative to examine her
44 property regarding flooding issues. Ms. Cerbone stated she would accompany the District
45 Engineer to examine the property following the meeting.

46

47 **THIRD ORDER OF BUSINESS** **Chairman’s Opening Remarks**

48

49 Mr. Marquardt summarized issues to be discussed, as follows:

50 1. Boat Dock Requests: As previously discussed, the County rejected several requests to
51 build docks on the lakes, pending approval from the CDD. Since the last meeting, District
52 Counsel has worked with HOA Counsel to draft a document; every attempt was being made to
53 expedite this and it was hoped that the document would be approved today.

54 2. Budget: The CDD budget process would be very difficult, due to questions regarding the
55 Operations & Maintenance (O&M) Agreement signed by the Developer. The HOA President
56 agrees that a new Agreement is required, representing the signatures and approval from both
57 the HOA and the CDD. A decision must be made as to which entity would be responsible for
58 maintenance and which would bear the substantial long-term costs. As the proposed Fiscal Year
59 2022 CDD budget must be approved in June, the Board must proceed with the assumption that
60 the HOA will no longer fund maintenance on lakes and storm drainage. A draft would be
61 discussed today and presented for approval in June, including funds budgeted for stormwater
62 management and lake erosion. The burden of funding substantial work, moving forward, would
63 be borne by either the HOA or the CDD; a fund must be established for both anticipated repairs
64 and possible storm damage as, without reserves, the only other option would be a bank loan.
65 The adopted budget could be amended, if necessary, but the budget would be drafted on the
66 assumption that the HOA would defer maintenance to the CDD.

67 3. Communications: Due to difficulty communicating CDD news and issues to residents, a
68 list of Frequently Asked Questions was prepared for the HOA to distribute to property owners.

69

70 **FOURTH ORDER OF BUSINESS** **Discussion/Consideration: Boat Dock**
71 **Encroachment Documents**

72

- 73 • **Resolution 2021-06, Establishing Policies and Procedures Relating to the Review of**
74 **Requests for Encroachments by Boat Docks into District Property; and Providing for**
75 **Severability, Conflicts and an Effective Date**
- 76 **Exhibit A. Boat Dock Encroachment Policies and Procedures**
77 **Exhibit B. Boat Dock Encroachment Agreement**
78 **Exhibit C. Boat Dock Encroachment Agreement Application Instructions**

79 Ms. Cerbone stated that District Counsel would review the documents. A process would
80 be needed for approval of boat dock requests, which would be developed with Staff and, likely,
81 in conjunction with the Chair, due to signatory authority.

82 Mr. Urbancic presented the Encroachment Agreement and the accompanying Exhibits
83 and discussed the following:

- 84 ➤ The approval process needs to be expeditious.
85 ➤ The Agreement would protect the District's easement and ownership rights in the lakes
86 and incorporate the HOA's Architectural Review process.
87 ➤ Property owners would be permitted to encroach on CDD property to construct docks
88 on the lake, in accordance with the Agreement, assuming responsibility for maintenance and
89 repairs to the dock.
90 ➤ To the extent that the District is unable to work around structures, the CDD may remove
91 portions of the dock at the property owner's expense.
92 ➤ Future modifications would require additional approval from the CDD and the HOA.
93 ➤ Exhibit A outlines policies and processes designed to allow Staff to receive, finalize and
94 approve Agreements, in conjunction with the Chair.
95 ➤ Exhibit B outlines procedures for submitting Applications and stipulates an Application
96 Fee and a process for recording in public records; property owners would pay applicable
97 recording fees of approximately \$69.50.

98 Discussion ensued regarding the HOA and CDD application and approval processes and
99 the CDD's need to approve engineering and preserve the ability to maintain the lake banks and
100 CDD infrastructure.

101 Mr. Marquardt expressed his opinion that the proposed \$500 Application Fee was too
102 high and suggested a fee of \$150, the same as the fee charged by the HOA.

103 Ms. Hill asked if a maximum dock length or other specifications existed to expedite
104 approvals. Mr. Marquardt believed the Developer had set standards, including a model design
105 and length, and he thought that the design was an HOA issue.

106 Regarding whether the length or design of the dock would affect CDD property, Mr. Cole
107 stated he reviewed many docks for the Developer at Fiddler's Creek and charged his time to the
108 Developer and not to the CDD. In Fiddler's Creek, docks were limited to a maximum of 20' from
109 the lake bank; the District's limit would need to be consistent with the HOA documents. The
110 application he was reviewing for a 20' wide dock on an 80' wide lot seemed fine; he suggested
111 the CDD and/or the HOA consider stipulating a maximum width to ensure contractors would
112 have access to conduct lake bank erosion repairs in the future. His two general comments
113 regarding dock applications typically related to installation of drainage pipes on the rear lot
114 drainage swale at the property owners' expense and that the owner should be responsible for
115 any lake bank erosion under and immediately adjacent to the dock. Mr. Cole discussed common
116 riprap and geotube repairs and suggested defining "immediately adjacent" as 5'. He stated that
117 erosion was generally repaired with geotubes, up to and within a few feet of the dock, and
118 riprap underneath the docks. A typical dock requires 30 to 45 minutes to review and process.
119 At \$200 per hour, the fee was approximately \$150 and included pulling the plat, checking
120 drainage and lake maintenance easements and adding notes to the plan. He has never rejected
121 an application; plans are generally approved, as noted.

122 Mr. Marquardt asked if every dock also required a legal review. Mr. Urbancic stated,
123 upon receiving Engineering approval, he would finalize and/or proof the Agreement, verify
124 ownership, ensure proper signatures and documentation, etc. Ms. Cerbone noted that, in
125 some CDDs, property owners are responsible for lake bank erosion, to a certain degree, and
126 that was not included in the Agreement. Mr. Urbancic stated that would be a policy decision
127 that could be made with Board approval. Mr. Marquardt felt that, as long as access is provided,
128 the CDD should bear the cost for erosion related repairs. Mr. Cole discussed the difference
129 between obvious storm-related erosion to the entire lake bank versus erosion obviously caused
130 by a dock in bad repair. Mr. Marquardt believed the contract states that the CDD can hold the
131 homeowner accountable for a dock in bad repair. Mr. Urbancic stated verbiage could be added
132 stating that owners are responsible for such repairs. Mr. Marquardt agreed there should be a

133 maximum length and width and he thought the Developer had a model and specifications; such
134 issues would be left to the HOA Board. Discussion ensued regarding limits on boat sizes,
135 materials and aesthetics. Mr. Marquardt felt that these were all addressed and they are HOA
136 issues. Mr. Urbancic asked if the length of the docks would be governed by the PUD or Collier
137 County Land Development code. Mr. Cole would need to check. Mr. Urbancic suggested the
138 CDD include the HOA's adopted dimensional standards, in the future.

139 The following changes were made:

140 Exhibit C, Page 1, Item 2: Change "\$500" to "\$150"

141 Exhibit C, Page 2, Item g.: Insert verbiage indicating the property owner's responsibility
142 to repair conditions arising from the encroaching structure.

143

144 **On MOTION by Mr. Inez and seconded by Ms. Hill, with all in favor, Resolution**
145 **2021-06, Establishing Policies and Procedures Relating to the Review of**
146 **Requests for Encroachments by Boat Docks into District Property,**
147 **incorporating the amendments to Exhibit C, as stated; and Providing for**
148 **Severability, Conflicts and an Effective Date, was adopted.**

149

150

151 Discussion ensued regarding the Application Fee. Ms. Godfrey suggested setting the
152 Application Fee at a minimum of \$250 to pay costs associated with Engineering and Legal
153 review. Mr. Urbancic stated he believed that would be sufficient, unless there are extenuating
154 circumstances. Mr. Marquardt stated, while the fee seemed high, in-depth review is necessary
155 and the fee could be amended, if necessary. Ms. Cerbone noted that these additional processes
156 were not covered in the District Management Agreement and stated she would advise the
157 Board, should Management's fees need to be revisited. The consensus was to increase the
158 Application Fee to \$250.

159 The following changes were made:

160 Exhibit C, Page 1, Item 2: Change "\$500" to "\$250"

161 Exhibit C, Page 2, Item g.: Insert verbiage indicating the property owner's responsibility
162 to repair conditions arising from the encroaching structure.

163

164 **On MOTION by Mr. Inez and seconded by Ms. Hill, with all in favor, Resolution**
165 **2021-06, Establishing Policies and Procedures Relating to the Review of**
166 **Requests for Encroachments by Boat Docks into District Property,**
167 **incorporating the amendments to Exhibit C, as stated; and Providing for**
168 **Severability, Conflicts and an Effective Date, was adopted.**

169
170
171 Ms. Cerbone discussed the review process for Requests for Encroachment and
172 suggested designating Staff to work with the HOA President and Property Manager to
173 determine the processes and communications to property owners and builders regarding
174 documents and flow. Given that the HOA meets every two weeks, it would be necessary to
175 determine whether pre-work should be done before sending applications to the HOA since they
176 may need to be re-done. For the CDD's process to be fluid, she recommended that the Chair or
177 Vice Chair execute applications and that they be presented for ratification at the next meeting.

178
179 **On MOTION by Mr. Inez and seconded by Ms. Hill, with all in favor, authorizing**
180 **Staff to work with the HOA President, Property Manager and others, as**
181 **necessary to determine the processes for approval of Requests for**
182 **Encroachments, as discussed, was approved.**

183
184
185 **FIFTH ORDER OF BUSINESS**

Discussion: Fiscal Year 2022 Proposed
Budget

186
187
188 Mr. Marquardt stated, if the proposed Fiscal Year 2022 budget is approved, it would be
189 necessary to increase assessments because it does not include the burden of maintaining the
190 stormwater management system or the shoreline. To reduce the burden to property owners as
191 much as possible, projects would be postponed and prioritized and not much was budgeted for
192 storm recovery. The HOA Finance Chair stated that the HOA budgeted \$100,000 for lake and
193 shoreline projects and to continue that maintenance, if deemed appropriate.

194 Ms. Cerbone reviewed the proposed Fiscal Year 2022 budget highlighting line item
195 increases, decreases and adjustments, compared to the Fiscal Year 2021 budget, and explained
196 the reasons for any adjustments. She discussed the prospect of the District assuming
197 maintenance responsibilities from the HOA and noted potentially affected budget line items,
198 given that the CDD owns the lakes, stormwater ponds, drainage and catch basins. She noted

199 the HOA's budgeted funds and stated the District Engineer reported that the drainage area and
200 catch basins were in good condition. She discussed the benefits of an on-site Operations
201 Manager and stated the District would propose contracting with the same management
202 company contracted by the HOA to assist with on-site vendors. Mr. Marquardt voiced his
203 opinion that, ultimately, the maintenance obligation falls to the CDD and, if the HOA does not
204 fund the maintenance, the CDD is obligated, by law to do so.

205 Ms. Cerbone stated the District was not funded to take over operations until the Fiscal
206 Year 2022 budget is adopted, appears on the Tax Roll and revenues are received from the
207 Collier County Tax Collector; the soonest the District could feasibly begin managing operations
208 would be January 1, 2022. If the HOA wished to terminate maintenance, she asked that it be
209 coordinated, so the CDD could begin maintenance on January 1, 2022. The amounts included in
210 the proposed Fiscal Year 2022 budget represent a full year's worth of expenses. Mr. Marquardt
211 noted, while the HOA budgeted \$100,000 for lake maintenance, the CDD's budget was
212 considerably higher because the District must diagnose the needs and address maintenance
213 issues, moving forward.

214 Mr. Marquardt asked who would be the point of contact for a resident, if the CDD
215 assumes responsibility for maintenance. Ms. Cerbone stated the best scenario would be for the
216 District to contract with the Property Management firm the HOA currently utilizes so there
217 would be one point of contact for residents for both HOA and CDD issues.

218 Ms. Godfrey explained that the CDD and the HOA coexist as part of the community;
219 when the CDD was set up, the Developer used the funds to create the lakes, waterways,
220 drainage and water and sewer. Water and sewer were transferred to the County and the
221 builder anticipated very little lake and waterway management, due to the O&M Agreement
222 with the HOA; now the CDD may take back the O&M from the HOA.

223 Mr. Marquardt noted that the CDD must maintain whatever it owns and it was not
224 unprecedented for associations to absorb CDD maintenance costs.

225 Ms. Cerbone stated, in the majority of CDDs managed by Wrathell, Hunt and Associates,
226 LLC (WHA) in which the CDD owns only the lakes and drainage and does not own the amenities,
227 roads, landscaping or irrigation, it is easier for residents to have one point of contact. The CDD
228 contracts with the HOA, which contracts with the Property Manager. When issues arise, CDD

229 Staff may be asked to contact the HOA and/or Property Manager to resolve issues raised at
230 CDD meetings.

231 Mr. Marquardt discussed the need to communicate clearly who should be contacted in
232 the event of an issue or an emergency. Ms. Cerbone noted there are a limited number of CDD
233 improvements and having one point of contact would enable a fast response.

234 Ms. Godfrey stated, while reserves were set up for common areas, there were no
235 reserves for lake and lake bank management. Ms. Cerbone stated the HOA could manage the
236 repair and maintenance, except for capital related items, and with significant remediation items
237 excluded from the Agreement, which would to be managed by the CDD. Mr. Urbancic discussed
238 ways to manage and agreed that the reserves should be addressed in the Agreement when the
239 entities decide what management arrangement they want. Mr. Marquardt believed the issue
240 was what would be the most efficient and least expensive way to address residents' concerns.

241 Ms. Cerbone stated the proposed Fiscal Year 2022 budget did not include the lake bank
242 remediation, which was estimated at \$150,000; however, \$75,000 was included to begin
243 building reserves. She discussed drainage concerns in two areas, due to a storm event. Mr. Cole
244 discussed damage from a 25-year storm event in September 2020 and stated that further
245 inspections are necessary. Ms. Cerbone stated the estimated \$30,000 expenditure was not
246 included in the proposed Fiscal Year 2022 budget or in reserves, so it should be considered
247 before adopting the budget. If the HOA retains management, this would be addressed by the
248 HOA. Included in the proposed Fiscal Year 2022 budget was \$5,000 for drainage and catch
249 basin cleanout; in a worst-case scenario this expense could rise to \$30,000 but, based on
250 current conditions, she and Mr. Cole felt comfortable budgeting \$5,000.

251 Mr. Cole noted the figures were misaligned on Page 3; \$110,000 for "Lake maintenance/
252 water quality" and suggested adding "does not include lake bank repairs". Discussion ensued
253 regarding revenues and expensed and the need to build reserves and fund balance in order to
254 build up three months' working capital. Ms. Cerbone noted the "Fund balance – ending
255 (projected)", on Page 2, would be updated and revenues would generally equal expenditures
256 when reserves were not being built up. A summary of changes made to the proposed budget
257 would be emailed in advance of the next meeting.

258 Discussion ensued regarding the projected assessments, on Page 10. Ms. Cerbone
259 stated, while the Debt Service Fund portion of the assessments was based on lot size, the
260 Professional and Administrative and Operations & Maintenance portion of the assessments
261 were equal, regardless of lot size or subdivision. She would review the budget to ensure the
262 \$75,000 reserve was reflected in the assessments. Regarding building reserves, Ms. Cerbone
263 stated that unspent budgeted funds would go to the unassigned fund balance and may be used
264 to, for example, reduce assessments in subsequent years or establish a Disaster Recovery Fund.

265 Mr. Marquardt stated a vote would not be required today. The corrections and
266 adjustments would be made and a revised version would be presented in June.

267 Mr. Marquardt felt that increasing the reserves was necessary and discussed the
268 reasons. Ms. Hill supported increasing reserves to avoid the need for a one-time assessment.
269 The consensus was to increase lake bank remediation reserves to \$150,000. Mr. Marquardt
270 wanted more information regarding the drainage issue to determine whether to fund it in Fiscal
271 Year 2022; drainage updates would be included as a line item.

272

273 **SIXTH ORDER OF BUSINESS**

**Acceptance of Resignation of Supervisor
Jeff Bieker, SEAT 5**

274

275

276 Ms. Cerbone presented the resignation of Supervisor Jeff Bieker.

277

278 **On MOTION by Ms. Godfrey and seconded by Ms. Hill, with all in favor, the**
279 **resignation of Supervisor Jeff Bieker from Seat 5, was accepted.**

280

281

282 Mr. Marquardt stated he would include notice of the open seat in the upcoming e-blast
283 to property owners.

284

285 **SEVENTH ORDER OF BUSINESS**

**Consider Appointment of Qualified Elector
to Fill Unexpired Term of Vacant Seat 5
(Term Expires November, 2022)**

286

287

288

289 **A. Administration of Oath of Office to Newly Appointed Supervisor (*the following to be***
290 ***provided in a separate package*)**

- 291 I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and
- 292 Employees
- 293 II. Membership, Obligations and Responsibilities
- 294 III. Financial Disclosure Forms
- 295 a. Form 1: Statement of Financial Interests
- 296 b. Form 1X: Amendment to Form 1, Statement of Financial Interests
- 297 c. Form 1F: Final Statement of Financial Interests
- 298 IV. Form 8B – Memorandum of Voting Conflict

299 This item was deferred.

- 300 B. Consideration of Resolution 2021-05, Designating a Chair, a Vice Chair, a Secretary,
- 301 Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Naples Reserve
- 302 Community Development District, and Providing for an Effective Date

303 This item was deferred.

304

305 **EIGHTH ORDER OF BUSINESS** **Consideration of Hole Montes Inc.,**

306 **Updated Rate Schedule**

307

308 Mr. Cole presented the updated Rate Schedule and noted that the rates were consistent

309 with the standard Collier County Engineering Rate Schedule.

310

311 **On MOTION by Mr. Marquardt and seconded by Mr. Inez, with all in favor, the**

312 **Hole Montes Inc., Updated Rate Schedule, was approved.**

313

314

315 **NINTH ORDER OF BUSINESS** **Other Business**

316

317 Ms. Cerbone stated the CDD is currently not responsible for landscaping, plants, trees,

318 grass, mulch or irrigation systems; all of which are managed by the HOA. CDD funds were spent

319 on drainage, which was contracted to the HOA for management. She recalled previous

320 discussions related to whether an environmental study was needed. Mr. Marquardt stated the

321 decision was to not conduct an independent environmental study, as it would be duplicative of

322 an upcoming study to be done by the HOA. Lakes, drainage and catch basins were inspected

323 and some funds were budgeted for routine maintenance.

324 Ms. Cerbone stated that, when the Fiscal Year 2022 budget is adopted, the Resolution
 325 would include the misleading terminology “Special Assessment”, which refers to “the
 326 professional and administrative fees, and any operational and administrative fees, and any debt
 327 service fees that are accumulated in the Naples Reserve CDD Non-Ad Valorem Assessment”. For
 328 each property in the District, these assessments would occur annually, until the bond debt is
 329 paid off. Mr. Urbancic stated the terminology referred to the special benefit to the property in
 330 question. In the event the O&M assessment would increase, a mailed notice would be mailed
 331 to advise the property owners of the O&M assessment increase. Ms. Cerbone noted that
 332 assessments would likely an increase this year, necessitating the mailed notice process.

333 Ms. Cerbone stated that, because the CDD does not own the irrigation or landscaping,
 334 the CDD cannot manage or maintain it, so those issues are referred back to the HOA.

335 Ms. Cerbone stated the Landowners’ Election in November would be the last
 336 Landowners’ Election. She discussed the procedures for future General Elections, including
 337 qualifications, and stated the terms of the current Supervisors are as follows:

338	Seat 1	Supervisor Hill	Expires November 2024
339	Seat 2	Supervisor Marquardt	Expires November 2022
340	Seat 3	Supervisor Godfrey	Expires November 2024
341	Seat 4	Supervisor Inez	Expires November 2024
342	Seat 5	Vacant	Expires November 2022

343

344 **TENTH ORDER OF BUSINESS**

Staff Reports

345

346 **A. District Counsel**

347 Mr. Urbancic stated that some progress was made regarding the property cleanup, with
 348 respect to lakes. He hoped to have a report at the next meeting. Some of the underlying fee
 349 simple title had incomplete dedications; Developer’s Counsel signed and sent the originals and
 350 the documents were ready to be recorded in the public record.

351

352 **On MOTION by Mr. Marquardt and seconded by Ms. Godfrey, with all in favor,**
 353 **accepting the documents and authorizing the transfer, was approved.**

354

355

356 Mr. Urbancic stated the HOA was still reviewing the documentation sent. Ms. Cerbone
357 asked if there was time sensitivity, given that the docks were on lakes owned by the HOA. Mr.
358 Urbancic stated there was no question or arguable property interest. At the next meeting, an
359 update would be provided regarding the legislative session that just ended, as there were some
360 changes that may positively affect the District's advertising.

361 **B. District Engineer**

362 Mr. Cole stated he received an email regarding Mr. Franklin's dock. Discussion ensued
363 regarding the procedure to be followed, other applications in process and the next steps.

364 **C. District Manager**

365 **I. 986 Registered Voters in District as of April 15, 2021**

366 **II. NEXT MEETING DATE: To be Determined**

367 Discussion ensued regarding the next meeting date and location.

368 **o QUORUM CHECK**

369 Ms. Cerbone would work with Mr. Marquardt to find a meeting location to
370 accommodate an in-person meeting and public participation.

371

372 **ELEVENTH ORDER OF BUSINESS**

Audience Comments

373

374 Resident Jorge Santiago expressed support for Mr. Marquardt's view that the property
375 owner needs to know who to contact.

376 Resident Leo Desjardins asked if the new O&M arrangement with the HOA would affect
377 the probability of receiving Federal Emergency Management Agency (FEMA) funding in the
378 event of a major hurricane. Ms. Cerbone stated, in the past, the CDD discussed modifying the
379 Agreement to exclude disaster recovery efforts and incorporate the annual inspection by the
380 District Engineer to attest to the condition of the lake banks and the cleanout of debris. She
381 stated the fact that the District is a gated community with private roads may negate any FEMA
382 funding. At the next meeting, she would ask the Board if it wishes to consider a Request for
383 Proposals (RFP) for Disaster Debris Removal.

384 Resident Linda Houde did not want the HOA to subsidize private individual
385 homeowners' docks and expressed her opinion that homeowners should absorb the entire
386 cost; it should not be subsidized by fellow homeowners. She felt that stormwater collection

387 occurs several times a year and there were at least four incidents in 2017. She was concerned
388 about shifting grounds under the homes. She expressed her appreciation to the Board for how
389 it conducts the meetings and includes public participation.

390 Resident Miriam Defrietas asked about the dock applications. Ms. Cerbone stated the
391 Supervisors approved the related documents. The HOA would have a meeting soon to approve
392 the documents and the Chair would work with the District Manager to determine the processes
393 and how to communicate information to the property owners.

394

395 **TWELFTH ORDER OF BUSINESS** **Supervisors' Requests**

396

397 There being no Supervisors' requests, the next item followed.

398

399 **THIRTEENTH ORDER OF BUSINESS** **Adjournment**

400

401 There being no further business to discuss, the meeting adjourned.

402

403 **On MOTION by Mr. Marquardt and seconded by Ms. Hill, with all in favor, the**
404 **meeting adjourned at 1:01 p.m.**

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411

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

412
413
414
415
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418
419

Secretary/Assistant Secretary

Chair/Vice Chair