NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

November 3, 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

October 27, 2021

Board of Supervisors Naples Reserve Community Development District

Dear Board Members:

ATTENDEES:

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

NOTE: MEETING LOCATION

The Board of Supervisors of the Naples Reserve Community Development District will hold a Regular Meeting on November 3, 2021 at 10:30 a.m., at the Island Club at Naples Reserve, Activities Room, 14885 Naples Reserve Circle, Naples, Florida 34114. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Chairman's Opening Remarks
- 4. Administration of Oath of Office to Newly Appointed Supervisor, Ms. Anna Harmon, Seat 5 (the following to be provided in a separate package)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B Memorandum of Voting Conflict
- 5. Consideration of Resolution 2022-01, Designating Certain Officers of the District, and Providing for an Effective Date
- 6. Consideration of Resolution 2022-02, Accepting the Certification of the District Engineer that the Series 2018 Project is Complete; Declaring the Series 2018 Project Complete; Finalizing the Special Assessments Securing the District's Series 2018 Special Assessment Bonds; Providing for a Supplement to the Improvement Lien Book; Declaring that Certain True-Up Obligations Remain the Same; Providing for Severability, Conflicts and an Effective Date

- Certificate of Engineer 2018 Series Project
- 7. Consideration of Memorandum of Understanding Between the CDD and the Naples Reserve HOA
- 8. Consideration of Agreement for Oversight Services with Naples Reserve HOA
- 9. Discussion/Consideration: SOLitude Lake Management Proposals
 - Consideration of SOLitude Lake Management Services Contract for Annual Lake Management for 21 Lakes Located in Naples, Florida (January 1, 2022 Through December 31, 2022)
 - B. Consideration of Services Contract for One Time Planting Required Littoral Plants
- 10. Consideration of Cardno, Inc., Professional Services Agreement for Water Use Permit (WUP No. 11-01836-W) Compliance Monitoring Services
- 11. Discussion/Consideration: Piggyback Agreement with CrowderGulf, Collier County and the City of Naples for Disaster Debris Removal and Disposal
- 12. Discussion/Consideration: Piggyback Agreement with Rosten Solutions, LLC, for Emergency Disaster Debris Removal Monitoring
- 13. Update: Stormwater Reporting Requirements
- 14. Discussion/Consideration: Naples Reserve ERP Permit Transfers to Naples Reserve CDD
 - SFWMD Request to Transfer ERP Permits
 - A. Correspondence to Angelica Hoffert, P.E., Engineering Manager, SFWMD
 - B. Permit Summary
- 15. Consideration of Resolution 2022-03, Amending the General Fund Portion of the Budget for Fiscal Year 2021; and Providing for an Effective Date
- 16. Approval of Unaudited Financial Statements as of September 30, 2021
- 17. Approval of August 17, 2021 Public Hearings and Regular Meeting Minutes
- 18. Other Business
- 19. Staff Reports

Board of Supervisors Naples Reserve Community Development District November 3, 2021, Regular Meeting Agenda Page 3

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

B. District Engineer: Hole Montes, Inc.

C. District Manager: Wrathell, Hunt and Associates, LLC

• NEXT MEETING DATE: December 2, 2021 at 10:30 AM

O QUORUM CHECK

CHARLENE HILL	IN PERSON	PHONE	☐ No
THOMAS MARQUARDT	In Person	PHONE	No
DEBORAH LEE GODFREY	IN PERSON	PHONE	☐ No
GREGORY INEZ	IN PERSON	PHONE	☐ No
Anna Harmon	IN PERSON	PHONE	☐ No

- 20. Audience Comments
- 21. Supervisors' Requests
- 22. 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

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NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-01

A RESOLUTION OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE 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 designate certain Officers of the District.

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

SECTION 1. ______ is appointed Chair.

Section 2.		is appointed Vice Chair.	
SECTION 3.	Craig Wrathell	is appointed Secretary.	
		is appointed Assistant Secretary.	
		is appointed Assistant Secretary.	
		is appointed Assistant Secretary.	
	Cindy Cerbone	is appointed Assistant Secretary.	
SECTION 4 . This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.			
Section 5.	This Resolution sha	Il become effective immediately upon its adoption.	
PASSED AND ADOPTED this 3 rd day of November, 2021.			
ATTEST:		NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT	
Secretary/Assistan	t Secretary	Chair/Vice Chair, Board of Supervisors	

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION NO. 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CERTIFICATION OF THE DISTRICT ENGINEER THAT THE SERIES 2018 PROJECT IS COMPLETE; DECLARING THE SERIES 2018 PROJECT COMPLETE; FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S SERIES 2018 SPECIAL ASSESSMENT BONDS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; DECLARING THAT CERTAIN TRUE-UP OBLIGATIONS REMAIN THE SAME; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Naples Reserve Community Development District (the "**District**") was established by Ordinance No. 08-37 enacted by the Board of County Commissioners of Collier County, Florida, effective on July 29, 2008, for the purpose of providing infrastructure improvements, facilities and services to the lands within the District as provided in Chapter 190, Florida Statutes; and

WHEREAS, on May 3, 2018, the Board of Supervisors (the "Board") of the District adopted Resolution No. 2018-02 authorizing, among other things, the issuance of not to exceed \$10,000,000 aggregate principal amount of its special assessment bonds in order to finance the costs of the construction, installation, and acquisition of public infrastructure, improvements, and services benefiting lands within the District; and

WHEREAS, previously, on January 8, 2014, in accordance with Chapters 170, 190 and 197, Florida Statutes, the Board had adopted Resolution No. 2014-7 (the "Final Assessment Resolution") for purposes which included AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITTED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197 FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; PROVIDING FOR TRUE-UP PAYMENTS; MAKING PROVISIONS RELATING TO THE TRANSFER OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PRO-VIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE; and

WHEREAS, pursuant to the Final Assessment Resolution, the District:

- (1) Approved and adopted that certain District Engineer's Report for Naples Reserve Community Development District prepared by Hole Montes, Inc. and dated November 5, 2013(the "<u>Master Engineer's Report</u>"), which Master Engineer's Report describes the components of the District's overall capital improvement program that were financed with the Series 2018 Bonds (as hereinafter defined) and that comprise the "<u>Series 2018 Project</u>"; and
- (2) Adopted that certain Master Special Assessment Methodology Report for Naples Reserve Community Development District prepared by Wrathell, Hunt and Associates, LLC and dated

November 8, 2013 (the "<u>Master Assessment Methodology Report</u>"), which sets forth the methodology for allocating assessments for the costs of the Series 2018 Project as described in the Engineer's Report against the properties specially benefitted thereby; and

(3) Authorized the capital improvement projects described in the Engineer's Report, including the Series 2018 Project, and further equalized, approved, confirmed, and levied special assessments to defray the costs thereof, and provided that the levied special assessments shall be a lien on the property so assessed co-equal with the lien of all state, county, district, municipal or other governmental taxes, all in accordance with Section 170.08, Florida Statutes; and

WHEREAS, subsequently, the District duly authorized and issued its Naples Reserve Community Development District \$8,550,000 Special Assessment Bonds, Series 2018 (the "Series 2018 Bonds") under and pursuant to the Master Trust Indenture dated as of August 1, 2014 between the District and U.S. Bank National Association, as supplemented by the Second Supplemental Trust Indenture dated as of May 1, 2018 (collectively, the "Trust Indenture"), to pay a portion of the costs of the construction, installation, and acquisition of the Series 2018 Project; and

WHEREAS, a copy of the Engineer's Report is on file with the District Manager and was included in the Limited Offering Memorandum issued in connection with the Series 2018 Bonds; and

WHEREAS, in connection with the issuance of the Series 2018 Bonds, the Board adopted that certain Second Supplemental Special Assessment Methodology Report for Naples Reserve Community Development District prepared by Wrathell, Hunt & Associates, LLC and dated May 3, 2018 (the "Second Supplemental Assessment Methodology"), which provided a means to allocate a portion of the costs of the Series 2018 Project pursuant to the actual terms of the Series 2018 Bonds against the properties specially benefited thereby in accordance with the adopted Master Assessment Methodology Report, as had been previously supplemented by that certain Supplemental Special Assessment Methodology Report for Naples Reserve Community Development District prepared by Wrathell, Hunt & Associates, LLC and dated August 19, 2014 (the "First Supplemental Assessment Methodology"). (The Master Assessment Methodology Report together with the First Supplemental Assessment Methodology and the Second Supplemental Assessment Methodology, are sometimes collectively referred to herein as the "Assessment Methodology".) A copy of the documents comprising the Assessment Methodology are on file with the District Manager and were included in the Limited Offering Memorandum issued in connection with the Series 2018 Bonds; and

WHEREAS, the Master Engineer's Report, as updated and supplemented by that certain First Supplement District Engineer's Report for Naples Reserve Community Development District 2018 Construction Bond dated May 3, 2018 (the "Supplemental Engineer's Report") (the Master Engineer's Report together with the Supplemental Engineer's Report is sometimes referred to herein as the "Engineer's Report"), estimated capital costs for the Series 2018 Project totaling \$9,870,000 including professional services and contingencies; and

WHEREAS, the Second Supplemental Assessment Methodology projected the estimated total costs of the portion of the Series 2018 Project to be funded by the sale of the Series 2018 Bonds and secured by assessments as set forth in the Engineer's Report inclusive of such items as capital costs, financing costs, capitalized interest, reserve funds and underwriter's discount; and

WHEREAS, pursuant to Chapter 170, Florida Statutes, and the Trust Indenture, the District Engineer has executed and delivered that certain Naples Reserve Community Development District Engineer's Certificate of Engineer Series 2018 Project dated October 20, 2021 (the "Engineer's

<u>Certification</u>"), attached hereto and made a part hereof as <u>Exhibit A</u>, wherein the District Engineer has confirmed and verified the Series 2018 Project is complete; and

WHEREAS, upon receipt of and in reliance upon the Engineer's Certification evidencing the completion date of the Series 2018 Project as described above, the District's Board of Supervisors desires to certify the Series 2018 Project complete in accordance with the Trust Indenture and Chapter 170, Florida Statutes; and

WHEREAS, the actual costs incurred by the District to complete the Series 2018 Project resulted in a zero balance in the Series 2018 Acquisition and Construction Account; and

WHEREAS, Chapter 170, Florida Statutes requires that upon completion of the Series 2018 Project, the District is to credit each of the assessments the difference, if any, between the amount assessed and the actual cost of the improvements.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and, by this reference, are incorporated into and form a material part of this Resolution.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, Florida Statutes, and in accordance with the provisions of the Final Assessment Resolution.

SECTION 3. ACCEPTANCE AND CERTIFICATION OF COMPLETION OF THE SERIES 2018 PROJECT. The Board of Supervisors hereby accepts the Engineer's Certification, attached hereto as **Exhibit A**, certifying the Series 2018 Project complete and upon reliance thereon, certifies the Series 2018 Project complete in accordance with the Final Assessment Resolution and supplemental assessment resolutions, the Trust Indenture, and Chapter 170, Florida Statutes.

SECTION 4. FINALIZATION OF SPECIAL ASSESSMENTS SECURING SERIES 2018 BONDS. Pursuant to Section 170.08, Florida Statutes and the Assessment Resolutions, special assessments securing the 2018A-2 Bonds on benefitted land within the District are to be credited the difference in the assessment as originally made, approved, and confirmed and a proportionate part of the actual cost of the Series 2018 Project. Any remaining balance of the Series 2018 Acquisition and Construction Account within the Acquisition and Construction Fund not reserved for the completion of the balance of the Series 2018 Project shall be transferred to the Series 2018 General Account in the Series 2018 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2018 Bonds as provided in the Trust Indenture. Pursuant to Section 170.08, Florida Statutes and the Assessment Resolutions, the special assessments on parcels specially benefitted by the Series 2018 Project are hereby finalized as originally established and as contemplated in the Assessment Methodology, subject to modification for the application of any amounts in the Series 2018 Acquisition and Construction Account as specified by in the Engineer's Certification.

SECTION 5. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution these special assessments as reflected herein shall be updated/reocrded by the Secretary of the Board of the District in the District's "Improvement Lien Book." The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, school district, municipal or other governmental taxes and superior ill dignity to all other liens, titles, and claims.

SECTION 6. APPLICATION OF TRUE-UP PAYMENTS. Pursuant to the Assessment Methodology, the Final Assessment Resolution and the True-Up Agreement with SFI Naples Reserve LLC, among other documents, there may be required from time to time certain "true-up payments". Nothing herein shall be deemed to amend or alter the requirement to make "true-up payments" as and when due, if any.

SECTION 7. CONFLICTS. This Resolution is intended to supplement the Final Assessment Resolution and any other supplemental assessment resolutions, which resolutions remain in full force and effect (except as previously modified or amended) and except to the extent modified herein. This Resolution and the such assessment resolutions shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 3rd day of November, 2021.

Series 2018 Project dated October 20, 2021

Exhibit A:

Attest:	DEVELOPMENT DISTRICT	
Cindy Cerbone, Secretary	Thomas Marquardt, Chairman	

Naples Reserve Community Development District Engineer's Certificate of Engineer

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT CERTIFICATE OF ENGINEER SERIES 2018 PROJECT

The undersigned, the duly authorized representative of Hole Montes, Inc., (the "District Engineer") hereby certify as follows:

- 1. The undersigned serves as the District Engineer to the Naples Reserve Community Development District (the "District").
- 2. This Certificate is being furnished pursuant to the provisions of the Trust Indenture (the "Master Indenture") of the District dated August 1, 2014 and solely for the purpose of certifying the Date of Completion of the Series 2018 Project.
- 3. The Series 2018 Project and all components thereof have been acquired or constructed by the District and are capable of performing the function for which they were intended. As such, the Series 2018 Project is deemed complete as of the date of this letter.
- 4. All plans, permits and specifications necessary for the operation and maintenance of the improvements made pursuant to the Series 2018 Project are complete and on file with the District Engineer or have been transferred to the appropriate governmental entity having charge of such operation and maintenance.
- 5. The full amount of funds remaining in the Series 2018 Construction Account, currently estimated at \$148.39 is not necessary for the payment of any remaining enhancement or deferred costs of the improvements.
- 6. The District and the Trustee may rely conclusively on this Certificate.

All Capitalized terms used herein have the meanings as ascribed thereto in the Master Indenture.

Dated: October 20, 2021

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W. Terry Cole, P.E. #42347

District Engineer

Dated:

/20/21

Hole Montes, Inc. 950 Encore Way, Suite 200 Naples, Florida 34110 (239) 254-2000

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is dated this ______ day of ______, 2021 ("Effective Date") and states the understanding and agreement of NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes ("District") and NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS:

WHEREAS, the District is a local unit of special-purpose government established by ordinance adopted by the Board of County Commissions of Collier County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Association is a private not-for-profit corporation formed pursuant to Chapter 720, Florida Statutes that owns and operates certain common facilities within the jurisdictional boundaries of the District. The membership of the Association is comprised solely of property owners within the District; and

WHEREAS, following turnover of the Association by SFI Naples Reserve LLC, a Delaware limited liability company ("<u>Developer</u>") as the developer of the Naples Reserve community, the District and the Association desire to create a roadmap outlining ownership and responsibility for maintenance of certain items located within the Naples Reserve community, which ownership and responsibility was not clearly defined by the Developer prior to turnover; and

WHEREAS, the District and the Association have been working together to better delineate the ownership and maintenance responsibility for the lakes and common areas within the Naples Reserve community; and

WHEREAS, by entering into this MOU, the District and Association intend to memorialize their respective ownership and maintenance responsibilities of certain facilities.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Association covenant and agree as follows:

- 1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference.
- 2. **Responsibilities of the Association**. The Association will own, operate, and maintain, at its sole cost and expense, the following items (collectively, "<u>HOA Water Features</u>"):
 - a. existing cannons surrounding Lake #1;
 - b. the water features presently existing within Lakes #12 and #19;
 - c. the floating dock, island, and tiki hut presently existing in Lake #24.

The Association will provide normal, regular, and customary maintenance and repair to keep the HOA Water Features in good and proper condition and repair. The Association may remove the HOA Water Features at any time in its discretion. The HOA Water Features will be operated in a manner consistent with the operation of the stormwater management system of the District. The Association will not place any additional fountains, water features, floating docks, islands, or tiki huts within other lakes

without the approval of the District. A depiction of the Lakes as referenced herein is attached hereto as Exhibit "A".

- 3. **Responsibilities of the District**. The District will own, operate, and maintain, at its sole cost and expense, the existing aerators and associated equipment for Lakes #4 and #18. The District will provide normal, regular, and customary maintenance and repair of the aerators to keep the aerators in good and proper condition and repair. The District may remove the aerators at any time in its discretion.
- 4. <u>Electrical Expenses</u>. The District and the Association acknowledge that their individual responsibilities set forth in Sections 2 and 3 above may require coordination to establish or tie into electrical meters belonging to the other party. The parties agree to cooperate as may be reasonably necessary to provide for electrical service for these services. To the extent one parties ties into a meter of the other, the party tying into the meter shall pay the applicable cost of electricity used by the other.
- 5. <u>Irrigation Facilities</u>. The Developer installed irrigation facilities including onsite wells, pumping facilities and transmission/distribution mains for the community with services up to the development tracts, and facilities for the right-of-ways, common areas, berms, lake banks and open space (collectively, "<u>Irrigation Facilities</u>"). While it was originally contemplated that the Irrigation Facilities would be part of the overall capital improvement project of the District as contemplated in the District Engineer's Report for Naples Reserve Community Development District prepared by Hole Montes, Inc. and dated November 5, 2013 and financed, in whole or in part, by bonds issued by the District, the District did not construct or acquire any Irrigation Facilities using bond proceeds. The Developer instead determined the Irrigation Facilities would be privately owned by the Association and turned over the Irrigation Facilities to the Association. The Association will own, operate and maintain the Irrigation Facilities in perpetuity, at the Association's sole cost and expense.
- 6. <u>Amendments</u>. This MOU may not be changed or modified except by a written instrument executed by the parties.
- 7. <u>Counterparts</u>. This MOU may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments shall constitute one agreement which shall be binding on all of the parties.

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

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be duly executed as of the day and year first written above.

ATTEST:	NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT
Cindy Cerbone, Assistant Secretary	By: Tom Marquardt, Chairman
	NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.
	Ву:
	Name:
	Title:

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT



AGREEMENT FOR OVERSIGHT SERVICES

THIS AGREEMENT FOR OVERSIGHT SERVICES (this "Agreement") is made and entered into as of this ______ day of ______, 2021 by and between NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes (the "District"), and NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WITNESSETH:

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Collier County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, including surface water management systems and other infrastructure within the Naples Reserve community; and

WHEREAS, included within the maintenance responsibilities of the District is the responsibility to maintain certain stormwater management improvements including all lakes and storm drainage piping/structures within the District's boundaries (the "District Facilities"); and

WHEREAS, the District has engaged various independent contractors to perform maintenance work on the District Facilities (the "<u>District Maintenance Contractors</u>"); and

WHEREAS, the scope of maintenance work to be performed by the District Maintenance Contractors is as follows: maintenance and repair of stormwater management improvements including all lakes and storm drainage piping/structures, which maintenance and repair shall include, without limitation, the following: cleaning and repair of stormwater management piping and structures, maintenance and repair of lake banks, and maintenance of aquatic vegetation; and

WHEREAS, the District desires to engage the Association, as an independent contractor, to provide oversight and field management of the maintenance work to be performed by the District Maintenance Contractors, and the Association desires to provide such oversight and field management upon the terms, conditions and provisions set forth in this Agreement; and

WHEREAS, the Association has field management staff on-site in the Naples Reserve community and has represented that it can provide such services as required by the District.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the District and Association (collectively, the "Parties"), the Parties agree as follows:

- 1. **RECITALS**. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. **TERM/RENEWAL**. The District engages the Association as an independent contractor and the Association accepts such engagement for the term beginning on January 1, 2022 and ending on December 31, 2022 (the "<u>Term</u>"), unless terminated prior to that time pursuant to the provisions set forth herein. Thereafter, this Agreement will be automatically extended for additional one (1) year periods pursuant to the terms hereof (hereinafter, "<u>Annual Renewal Term</u>") unless otherwise terminated or either party provides written notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Term or Annual Renewal Term, as applicable. Each Annual Renewal Term shall be on the same

terms and conditions as the immediately preceding Term or Annual Renewal Term, as applicable, unless agreed upon in writing by the Parties.

- 3. **TERMINATION**: Either party has the right to terminate this Agreement with or without cause upon ninety (90) days written notice to the other party. All obligations arising under this Agreement shall be null and void as of the termination date, except for the Association's obligations to turn over any applicable District records in the Association's possession.
- 4. <u>OVERSIGHT SERVICES</u>. The Association agrees to provide oversight and field management of the maintenance work to be performed by the District Maintenance Contractors (the "<u>Oversight Services</u>"). Specifically, the Oversight Services to be performed by the Association will include the following:
- a. Participate in walk-throughs and on-site inspections of the District Facilities with the District Maintenance Contractors.
 - b. Review reports provided by the District Maintenance Contractors.
- c. Advise the District on contract matters between the District and District Maintenance Contractors, and ongoing maintenance of the District Facilities.
- d. Report to the District regarding issues observed regarding the maintenance of District Facilities.
- e. Respond to requests or inquiries from homeowners within the Naples Reserve community regarding the District Facilities and District Maintenance Contractors.
- f. Maintain records of correspondence with District Maintenance Contractors and requests and inquiries from homeowners within the Naples Reserve Community regarding the District Facilities and District Maintenance Contracts.

There shall be no fee charged to the District for the Oversight Services to be provided hereunder. The Association's services under this Agreement shall be provided at the sole cost and expense the Association. Nothing herein shall be deemed to require the Association to expend any funds for the maintenance of the Drainage Facilities. The District shall be responsible for and shall be required to budget for and fund the maintenance work on the District Facilities and District Maintenance Contractors.

- 5. <u>INSURANCE</u>. The Association shall procure, at the Association's expense, and maintain at all times during the term of this Agreement, comprehensive general liability insurance, worker's compensation insurance, automobile liability insurance, and such other coverage as may be necessary or desirable to carry out its duties under this Agreement regarding the Oversight Services. The Association shall carry the following minimum levels of insurance:
- a. Comprehensive general liability insurance coverage of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, and \$2,000,000 general aggregate.
- b. Worker's compensation insurance coverage insurance shall be in full compliance with Florida statutory requirements.
- c. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

d. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its officers and supervisors shall be named as an additional insured on all policies required (excluding worker's compensation). A certificate of insurance will be provided to the District annually evidencing compliance with the foregoing insurance requirements. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from one or more reputable insurance carriers that are licensed to conduct business in the State of Florida, which carriers shall be reasonably acceptable to the District. Association further agrees to require by written contract any contractor or subcontractors hired or engaged by the Association to perform all or part of the Associations' services hereunder to procure and maintain, until the completion of the contractor's or subcontractor's work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the contractor or subcontractor are expressly waived in writing by the District.

- 6. <u>INDEMNIFICATION</u>. Except to the extent of negligence or intentional misconduct of the District, the Association agrees to indemnify, defend and hold harmless the District and its Board members, officers, agents, staff and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, representatives, contractors, or subcontractors relating to the obligations assumed by the Association hereunder. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, fines, penalties, attorneys' fees, and paralegal fees (incurred in court, out of court, mediation, on appeal, or in bankruptcy proceedings) as ordered.
- 7. **PREVAILING PARTY**. In any action or proceeding arising between the parties relating to the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses, and all court costs, including fees and costs incurred through any appeal, from the non-prevailing party.
- **PUBLIC RECORDS**. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. The Association acknowledges that the designated public records custodian for the District is Daphne Gillyard ("Public Records <u>Custodian</u>"). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the Oversight Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that

are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of Association to comply with Section 119.0701, Florida Statutes may subject the Association to penalties under Section 119.10, Florida Statutes. Further, in the event the Association fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, **CONTACT** CUSTODIAN OF PUBLIC RECORDS AT DAPHNE GILLYARD, **TELEPHONE:** (561)**571-0010**, **EMAIL:** GILLYARDD@WHHASSOCIATES.COM, AND **MAILING** ADDRESS: 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FL 33431.

9. **E-VERIFY**. The Association shall comply with all applicable requirements of Section 448.095, Florida Statutes. The Association shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Association enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide the Association with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Association shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If the Association has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then the Association shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of the Association knowingly violated Section 448.095, Florida Statutes, but the Association otherwise complied with its obligations hereunder, District shall promptly notify the Association and upon said notification, the Association shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that the Association knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Agreement, the Association represents that no public employer has terminated a contract with the Association under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with the Association.

10. **SOVEREIGN IMMUNITY**. The Association agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's statutory limitations on liability set forth in Section 768.28, Florida Statutes, and 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.

- 11. **ASSIGNMENT**. This Agreement may not be assigned by the Association without the prior written specific consent of the District, which consent may be withheld in the District's sole and absolute discretion.
- 12. <u>NOTICES</u>. All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either emailed, hand-delivered, delivered by next business day commercial courier (such as FedEx or UPS), or mailed through the Unites States Postal Service, to the party to which the notice, demand, request or communication is made, as follows:

IF TO THE DISTRICT:

Naples Reserve Community Development District Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 wrathellc@whhassociates.com and cerbonec@whhassociates.com

WITH A COPY TO:

Coleman, Yovanovich & Koester, P.A. Attention: Gregory L. Urbancic, Esq. 4001Tamiami Trail North, Suite 300 Naples, Florida 34103 gurbancic@cyklawfirm.com

IF TO THE ASSOCIATION:

Naples Reserve Homeowners Association, Inc. c/o KWPMC 8200 NW 33rd Street, Suite 300 Miami, Florida 33122 Email: _____

WITH A COPY TO:

Goede, DeBoest & Cross, PLLC Attn: Richard D. DeBoest, Esq. 6609 Willow Park Drive Second Floor Naples, Florida 34109 rdeboest@gadclaw.com

13. **WAIVER**. A waiver by either party of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If any provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of this Agreement.

- 14. <u>AMENDMENTS</u>. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.
- 15. <u>INTEGRATION</u>. This Agreement embraced the entire Agreement between the parties. No oral Agreement or representation concerning this Agreement shall be binding.
- 16. <u>GOVERNING LAW/VENUE</u>. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Collier County, Florida.
- 17. **COUNTERPARTS**. This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments shall constitute one agreement which shall be binding on all of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:	NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT
Cindy Cerbone, Assistant Secretary	By: Tom Marquardt, Chairman
	NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.
	Ву:
	Name:
	Title

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

94



SERVICES CONTRACT

CUSTOMER NAME: Cindy Cerbone #561-346-5294 cerbonec@whhassociates.com

SUBMITTED TO: Naples Reserve CDD

CONTRACT EFFECTIVE DATE: January 1, 2022, through December 31, 2022

SUBMITTED BY: Jeff Moding

SERVICES: Annual Lake Management for twenty one (21) located in Naples, Florida.

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. PAYMENT TERMS. The Annual Contract Price is \$44,448.00. SOLitude shall invoice the Customer \$3,704.00 per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, the Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar



expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

- 3. <u>TERM AND EXPIRATION</u>. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
- 4. <u>DISCLAIMER.</u> SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this



Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

- 6. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 7. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 8. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 9. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 10. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 11. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 12. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

2844 Crusader Circle, Suite 450

Virginia Beach, VA 23453



Please Mail All Contracts to:	
1320 Brookwood Drive Suite H Little Rock AR 72202	2300 Glades Road #410W Boca Raton, FL 33431
Please Remit All Payments to:	Customer's Address for Notice Purposes:
Date:	Date:
Title:	Title:
Name:	Name:
Ву:	Ву:
SOLITUDE LAKE MANAGEMENT, LLC.	Naples Reserve CDD
ACCEPTED AND APPROVED:	



SCHEDULE A - SERVICES

ANNUAL POND MANAGEMENT SERVICES

Visual Inspections:

- 1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Erosion
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
- Any issues or deficiencies that are observed during this visual monitoring will be
 documented by our staff in the field notes of the service order completed at the time
 the issue was first observed and reported to the Customer in writing as part of that
 month's service report.
- 3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
- 4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

- 1. Pond(s) will be inspected on a **two (2) times per month** basis.
- 2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
- 3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species.



Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

- 1. Shoreline areas will be inspected on a **two (2) times per month** basis.
- 2. Any growth of cattails, torpedograss, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
- 3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

- 1. Pond(s) will be inspected on a **two (2) times per month** basis.
- 2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.



Permitting (when applicable):

- 1. SOLitude staff will NOT be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

- 1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health,
 Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is
 to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.



- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.



NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

9B



SERVICES CONTRACT

CUSTOMER NAME: Cindy Cerbone#561-346-5294 cerbonec@whhassociates.com

SUBMITTED TO: Naples Reserve CDD CONTRACT DATE: October 26, 2021

SUBMITTED BY: Jeff Moding

SERVICES: One Time planting required Littoral Plants

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. PAYMENT TERMS. The fee for the Services is \$25,000.00. The service fee will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
- 3. <u>TERM AND EXPIRATION.</u> This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
- 4. <u>DISCLAIMER.</u> SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.



Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

- 5. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 6. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.



- 7. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 8. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 9. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 10. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 11. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 12. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.



Please Mail All Contracts to:	
1320 Brookwood Drive Suite H Little Rock AR 72202	2300 Glades Road #410W Boca Raton, FL 33431
Please Remit All Payments to:	Customer's Address for Notice Purposes:
Date:	Date:
Title:	Title:
Name:	Name:
Ву:	Ву:
SOLITUDE LAKE MANAGEMENT, LLC.	Naples Reserve CDD
ACCEPTED AND APPROVED:	

2844 Crusader Circle, Suite 450 Virginia Beach, VA 23453



SCHEDULE A - SERVICES

AQUATIC VEGETATION INSTALLATION

Aquatic Vegetation Installation:

- Contractor will install aquatic vegetation in 1"- 24" of water:
 Species and amounts to be determined upon signing and inspection of planting areas.
- 2. Plant species are suited to live and thrive in water less than 24" in depth.
- 3. Contractor will plant the vegetation after a map is provided to Solitude from the district Engineer.
- 4. All plants will be spaced per the district Engineer.
- 5. Contractor will clean up after themselves and leave the work site with minimal disturbance to its natural appearance.
- 6. Contractor will not be responsible for the protection of the plants from predation by ducks, turtles or any other wildlife.
- 7. Contractor is responsible for the health of the plants upon arrival to the site and will properly transplant the plants taking the health of the plant into consideration throughout the entire processes.
- 8. Contractor is not responsible for the health of the plants following the completion of the transplant process. Young plants may be susceptible to trouble early after planning with harsh weather conditions. Contractor will look to the forecasted weather prior to planting to give the plants best odds of survival, but will not be held responsible for environmental factors that may decrease plant survival rates.
- 9. Customer understands that these plants are designed to live in an aquatic or wetland environment, and as such, shall take full responsibility for supplemental irrigation or any other care and maintenance that may be required due to weather or other environmental conditions. Contractor is not responsible for any ongoing maintenance or care for the newly installed plants following completion of the installation work.

Permitting (when applicable):

- 1. SOLitude staff will NOT be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.



- c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
- d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

<u>Customer Responsibilities:</u>

- 1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and



- determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT



Cardno Contract ID / Project ID: E919055200

This Agreement is made effective January 1, 2022 by and between:

"Cardno"

Name: Cardno, Inc.

Address: 5670 Zip Drive, Fort Myers, FL 33905

Phone: (239) 246-4813

Representative: Steve Kohlmeier Email: Stephan.Kohlmeier@cardno.com

"Client"

Name: Naples Reserve CDD c/o Wrathell, Hunt and Associates

Address: 2300 Glades Road #410W Boca Raton, FL 33431

Phone: (561) 571-0010

Representative: Cindy Cerbone Email: cerbonec@whhassociates.com

The Scope of Services, Special Conditions, Terms, and Conditions constitute the complete agreement between Cardno and Client with respect to the scope of services hereunder.

Project Name/Location: Naples Reserve - Water Use Permit (WUP No. 11-01836-W) - Compliance

Monitoring Services - Naples, FL

Fee Type: Monthly Fee

Retainer: A retainer in the amount of \$0 will be paid to Cardno upon contract execution and

prior to the start of work. The retained amount will be credited on the final invoice(s)

for services contracted under this Agreement.

Estimated Budget: \$300.00 lump sum monthly 1-1-2022 to 9-30-2022.

Scope of Services:

Provide Compliance Monitoring Services - Water Use Permit For Landscape Irrigation (WUP No. 11-01836-W) Naples Reserve – Naples, FL.

- 1.1. Collect pumpage information monthly from all withdrawal facilities, and adjust well timers accordingly.
- 1.2. Collect water quality samples monthly from the supply lakes to be analyzed for chloride levels in mg/l.
- 1.3. Compile and submit quarterly reports to the SFWMD, and Naples Reserve.

:

NOW, THEREFORE, Cardno shall perform the services outlined in this Agreement for the stated fee in accordance with these terms and conditions:

ARTICLE 1: ACCESS TO SITE (if applicable)

Upon execution of this Agreement, the Client represents that they have secured legal rights to access the property and authorizes Cardno staff to access the site for activities necessary for the performance of the services.



ARTICLE 2: PAYMENT

- Cardno will submit invoices to Client monthly for services provided during the previous month. Each invoice
 will identify the project name and cost of the services provided. Cardno's rates are subject to increase
 annually.
- b. Within thirty (30) days following Client's receipt of each invoice rendered by Cardno pursuant to this Agreement, Client will pay the amount invoiced. Retainers/deposits shall be credited on the final invoice If Client disputes any portion of an invoice; Client will notify Cardno in writing of such disputed items within 10 days of invoice date. In the event any invoice has not been paid in full within sixty (60) days of the invoice date, Cardno may immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).
- c. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable. Collection fees and any additional legal costs associated with the recovery of outstanding payments may also be applied

ARTICLE 3: INDEMNIFICATION

Cardno and Client shall indemnify and hold harmless each other from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of damages or injuries to persons or property to the extent caused by the negligence, gross negligence or willful misconduct by the other party or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that each party's aforesaid indemnity agreement shall not be applicable to any liability based upon willful misconduct or negligence of the other party. In no event shall either party be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon. For purposes of this Paragraph, the duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations. Where any claim results from the joint negligence, gross negligence or willful misconduct by Client and Cardno, the amount of such damage for which Client or Cardno is liable as indemnitor under this Paragraph shall equal the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence or willful misconduct bears to the amount of the total claim attributable to the joint negligence, gross negligence or willful misconduct at issue.

ARTICLE 4: LIMITATION OF LIABILITIES

Notwithstanding any other provision in this Agreement, the Client agrees to strictly limit Cardno's liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of five times the fees paid to Cardno for the Services or the maximum of insurance provided. No claim may be brought against Cardno in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Cardno and not against any of Cardno's employees, shareholders, officers or directors. Cardno's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and Cardno shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets

ARTICLE 5: TERMINATION:

This Agreement will continue in effect until terminated by either party upon thirty (30) days written notice to the other party. In the event of any termination, Cardno shall be paid for all services rendered and reimbursables incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional costs reasonably related to termination of the project and a proportionate amount of the consideration hereunder commensurate with the portion of the project accomplished.

ARTICLE 6: FORCE MAJEURE

Any suspension, temporary or permanent, in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract:



labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophic events, or any other similar event beyond the reasonable control or contemplation of either party.

ARTICLE 7: ASSIGNMENT

Neither party to this Agreement shall, without the prior written consent, of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

ARTICLE 8: OWNERSHIP OF DOCUMENTS

All report documents produced by Cardno under this Agreement shall be made available to the Client upon receipt of full payment for services rendered. Cardno shall retain ownership of all field notes, computer files and project files used to produce the work products and may make copies of all work products.

ARTICLE 9: CONFIDENTIALITY

Cardno will maintain in confidence the nature of its Services, as well as all information made available to Cardno by Client during the term of this Agreement or resulting from Services performed by Cardno under this Agreement. The confidential obligation imposed on Cardno by Paragraph 9, however, will not extend to any such information insofar as, and from such time as Cardno may disclose (i) as required by law, (ii) pursuant to court order, (iii) to its subcontractors, agents or other representatives as may be reasonably necessary to perform its services hereunder (iv) for the purpose of prosecuting or defending any litigation, or (v) Cardno can show by reasonable proof has been in the public domain. Cardno agrees to use information intended to be kept confidential under this Paragraph 9 solely to provide its Services.

ARTICLE 10: NOTICES

Any notices or written statements hereunder shall be deemed to have been given when mailed by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at its address noted at the top of this Agreement or at such other latest address as it may designate in writing to the other party for this purpose.

ARTICLE 11: NON-SOLICITATION

Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other working under this Agreement during the term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party.

ARTICLE 12: WAIVER

Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

ARTICLE 13: GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the place of the project.

ARTICLE 14: LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.



ARTICLE 15: ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by Cardno's and the Client's respective representatives.

Cardno, Inc.		Naples Re	eserve CDD c/o Wrathell, Hunt and Associates	
Ву:		Ву:		
Print		 Print		
Name: David P. Kelly, PG		Name:		
Title: Practice Group Leader		Title:		
Date: 10/13/2021		Date:		
Client Invoicing Instructions:				
Invoices should be sent via:	Email	US Mail		
Invoice are sent to the attention of:	Name:			
	Address:			
	Phone:			
	Email:			
Invoices must reference:				
Additional Instructions:				

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

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Wrathell, Hunt and Associates, LLC

MEMORANDUM

To:

Board of Supervisors

From:

District Manager

Date:

October 12, 2021

Subject:

Stormwater Management Needs Analysis

(Chapter 2021-194, Laws of Florida/HB53)

We are writing with an update regarding the new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s).

The Office of Economic and Demographic Research ("OEDR") recently promulgated additional details and an excel template for reporting the stormwater needs analyses (attached hereto for reference). Similar documents for the wastewater needs analyses will be available soon at which time we will again supplement this memorandum.

A brief summary of the new law and its requirements were set forth in our previous memorandum, attached to this memorandum for your reference in **Exhibit A**. Please feel free to contact us with any questions.

When is the deadline?

For both wastewater and stormwater, the first analysis must be submitted by **June 30, 2022** and updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should the District take?

- District engineers should review the stormwater needs analysis excel workbook and submit a work authorization for approval by the District's Board prior to commencing work. We recommend presenting the work authorization to the Board as soon as is practical, but no later than the first quarter of 2022.
- District managers should review the stormwater needs analysis excel workbook and start entering information that is readily available. The district manager may be able to complete the "background information" section and provide data on stormwater O&M expenditures, among other assistance.

- Once the work authorization is approved, the district manager should work with the district engineer to complete the remainder of the stormwater needs analyses with the final version submitted to the District no later than May 15, 2022.
- In some cases, districts may require outside consulting or evaluation to complete the needs analyses. Since the necessity of this additional step may not be immediately apparent, we recommend that district managers begin coordinating with their engineers as soon as possible.

Stormwater Needs Analysis Resources from OEDR

- OEDR website http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm
- Excel Workbook (stormwater needs analysis reporting template)

http://edr.state.fl.us/Content/naturalresources/Stormwater Needs Analysis.xlsx (last updated October 8, 2021)

PDF Version for (essentially the same as the Excel workbook)
 http://edr.state.fl.us/Content/natural-resources/Stormwater Needs Analysis.pdf
 (last updated October 8, 2021)

Wastewater Needs Analysis Resources from OEDR

• Forthcoming.



Wrathell, Hunt and Associates, LLC

MEMORANDUM

To:

Board of Supervisors

From:

District Manager

Date:

September 7, 2021

Subject:

Wastewater Services and Stormwater Management Needs Analysis

(Chapter 2021-194, Laws of Florida/HB53)

We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

What is required?

The Office of Economic and Demographic Research ("OEDR") is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.
- c) The current and projected service area for the stormwater management program or stormwater management system
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

When is the deadline?

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should districts take?

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

CHAPTER 2021-194

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term "public works project"; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services <u>paid</u> for <u>with any</u> in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) The contractor's Maintaining an office or place of business within a particular local jurisdiction;
- (b) The contractor's Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) The contractor's Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

- (1) As used in this section, the term:
- (b) "Public works project" means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- (2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:
- (a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.
- (b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:
- 1. Pay employees a predetermined amount of wages or prescribe any wage rate;
- 2. Provide employees a specified type, amount, or rate of employee benefits;
 - 3. Control, limit, or expand staffing; or

- 4. Recruit, train, or hire employees from a designated, restricted, or single source.
- (c)(b) The state or any political subdivision that contracts for a public works project may not Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.
 - (3) This section does not apply to the following:
 - (a) Contracts executed under chapter 337.
- (b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.
- Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:
- 403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida's water resources and conservation lands.
- (1) WATER RESOURCES.—The assessment must include all of the following:
- (e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.
 - Section 4. Section 403.9301, Florida Statutes, is created to read:
 - 403.9301 Wastewater services projections.—
- (1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.
 - (2) As used in this section, the term:
- (a) "Domestic wastewater" has the same meaning as provided in s. 367.021.
- (b) "Facility" means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.
- (c) "Treatment works" has the same meaning as provided in s. 403.031(11).

- (d) "Wastewater services" means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.
- (3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:
- (a) A detailed description of the facilities used to provide wastewater services.
- (b) The number of current and projected connections and residents served calculated in 5-year increments.
 - (c) The current and projected service area for wastewater services.
- (d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- (e) The estimated remaining useful life of each facility or its major components.
- (f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- (g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.
- (4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.
- (5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.
- (6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

- Section 5. Section 403.9302, Florida Statutes, is created to read:
- 403.9302 Stormwater management projections.—
- (1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.
 - (2) As used in this section, the term:
- (a) "Facility" means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.
- (b) "Stormwater management program" has the same meaning as provided in s. 403.031(15).
- (c) "Stormwater management system" has the same meaning as provided in s. 403.031(16).
- (3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:
- (a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- (b) The number of current and projected residents served calculated in 5-year increments.
- (c) The current and projected service area for the stormwater management program or stormwater management system.
- (d) The current and projected cost of providing services calculated in 5-year increments.
- (e) The estimated remaining useful life of each facility or its major components.
- (f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- (g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.
- (4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

- (5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.
- (6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.
- Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: https://www.flsenate.gov/Laws/Statutes/2021/403.031). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (i.e., dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0. The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.*, FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type the from the dropdown lists in columns B and C.

Links to Template Parts:
Background Information
Part 1
Part 2
Part 3
Part 4
Part 5
Part 6
Part 7
Part 8
Additional Projects - This table contains additional rows for projects that do not fit into the main tables in
Parts 5 and 6

ckground Informati	on	
Please provide y	our contact and location information	on, then proceed to the template on the next sheet.
Name of Local G	iovernment:	
	vater utility, if applicable:	
Contact Person		
Name:		
Position	-	
Email A		
	Number:	
Indicate the Wa	ter Management District(s) in whicl	h your service area is located.
	Northwest Florida Water Manage	ement District (NWFWMD)
	Suwannee River Water Managen	ment District (SRWMD)
	St. Johns River Water Manageme	ent District (SJRWMD)
	Southwest Florida Water Manage	ement District (SWFWMD)
	South Florida Water Managemer	nt District (SFWMD)
Indicate the type	e of local government:	
	Municipality	
	County	
	Independent Special District	

.u Detai	iea aesc	ription o	of the sto	ormwate	er manag	gement program (Section 403.9302(3)(a), F.S.)
operatio	on and m	naintena	nce, and	control	of storm	ed in the Introduction, includes those activities associated with the management, nwater and stormwater management systems, including activities required by state is divided into multiple subparts consisting of narrative and data fields.
.1 Narra	itive Des	cription	:			
any mis	sion stat	ement, o	divisions	or depai	rtments	nstitutional strategy for managing stormwater in your jurisdiction. Please include dedicated solely or partly to managing stormwater, dedicated funding sources, and ach to stormwater:
						ase indicate the importance of each of the following goals for your program:
On a sca	ale of 1 t	o 5, with 2	5 being 3	4	5	
						ase indicate the importance of each of the following goals for your program: Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
0	1	2	3	4	5	
0	1	2	3	4	5	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
0		2	3	4	5	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes) Water quality improvement (TMDL Process/BMAPs/other) Reduce vulnerability to adverse impacts from flooding related to increases in frequency and
0		2	3	4	5	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes) Water quality improvement (TMDL Process/BMAPs/other) Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
0		2	3	4	5	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes) Water quality improvement (TMDL Process/BMAPs/other) Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
0			3	4	5	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes) Water quality improvement (TMDL Process/BMAPs/other) Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise

1.2 Current Stormwater	Program Activities:	
Please provide answers	to the following questions regarding your stormwater management program.	
Does your juris	diction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?	
If yes,	is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:	
Does your juris	diction have a dedicated stormwater utility?	
If no, o	lo you have another funding mechanism?	
	If yes, please describe your funding mechanism.	
Does your juris	diction have a Stormwater Master Plan or Plans?	
If Yes:		
	How many years does the plan(s) cover?	
	Are there any unique features or limitations that are necessary to understand what the	ne plan does or does
	not address?	
	Please provide a link to the most recently adopted version of the document (if it is pu	blished online):
Does your juris	diction have an asset management (AM) system for stormwater infrastructure?	
If Yes,	does it include 100% of your facilities?	
If your	AM includes less than 100% of your facilities, approximately what percent of your	
facilitie	es are included?	

	your stormwater management program implement the following (answer Yes/No):
	A construction sediment and erosion control program for new construction (plans review
	and/or inspection)?
	An illicit discharge inspection and elimination program?
	A public education program?
	A program to involve the public regarding stormwater issues?
	A "housekeeping" program for managing stormwater associated with vehicle maintenance
	yards, chemical storage, fertilizer management, etc. ?
	A stormwater ordinance compliance program (i.e., for low phosphorus fertilizer)?
	Water quality or stream gage monitoring?
	A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?
	A system for managing stormwater complaints?
	Other specific activities?
1.3 Current Sto	Notes or Comments on any of the above: rmwater Program Operation and Maintenance Activities
	e answers to the following questions regarding the operation and maintenance activities undertaken by your nanagement program.
stormwater n	
stormwater n Does with	nanagement program.
stormwater n Does with upon	your jurisdiction typically assume maintenance responsibility for stormwater systems associated new private development (i.e., systems that are dedicated to public ownership and/or operation completion)?
stormwater n Does with upon	your jurisdiction typically assume maintenance responsibility for stormwater systems associated new private development (i.e., systems that are dedicated to public ownership and/or operation
stormwater n Does with upon	your jurisdiction typically assume maintenance responsibility for stormwater systems associated new private development (i.e., systems that are dedicated to public ownership and/or operation completion)?

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc.? Debris and trash removal from pond skimmers, inlet grates, ditches, etc.? Invasive plant management associated with stormwater infrastructure? Ditch cleaning? Sediment removal from the stormwater system (vactor trucks, other)? Muck removal (dredging legacy pollutants from water bodies, canal, etc.)? Street sweeping? Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc.?	rmwater operation and maintenance program implement any of the following (answe	. ,
Invasive plant management associated with stormwater infrastructure? Ditch cleaning? Sediment removal from the stormwater system (vactor trucks, other)? Muck removal (dredging legacy pollutants from water bodies, canal, etc.)? Street sweeping?	ne mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc.?	
Ditch cleaning? Sediment removal from the stormwater system (vactor trucks, other)? Muck removal (dredging legacy pollutants from water bodies, canal, etc.)? Street sweeping?	s and trash removal from pond skimmers, inlet grates, ditches, etc. ?	
Sediment removal from the stormwater system (vactor trucks, other)? Muck removal (dredging legacy pollutants from water bodies, canal, etc.)? Street sweeping?	ve plant management associated with stormwater infrastructure?	
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)? Street sweeping?	cleaning?	
Street sweeping?	nent removal from the stormwater system (vactor trucks, other)?	
	removal (dredging legacy pollutants from water bodies, canal, etc.)?	
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	t sweeping?	
	and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	
Non-structural programs like public outreach and education?	structural programs like public outreach and education?	
Other specific routine activities?	specific routine activities?	

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of
	Number	Measurement
Estimated feet or miles of buried culvert:		
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the		
stormwater program:		
Estimated number of storage or treatment basins (i.e., wet or dry ponds):		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle		
boxes, hydrodynamic separators, etc. :		
Number of chemical treatment systems (e.g., alum or polymer injection):		
Number of stormwater pump stations:		
Number of dynamic water level control structures (e.g., operable gates and weirs that control canal		
water levels):		
Number of stormwater treatment wetland systems:		
Other:		
		7
		7
		7
Notes or Comments on any of the above:	1	_
Notes of comments on any of the above.		7

	Best Management Practice	Current	Planned
	Tree boxes		
	Rain gardens		
	Green roofs		
	Pervious pavement/pavers		
	Littoral zone plantings		
	Living shorelines		
	Other Best Management Practices:		
e indicate	which resources or documents you used when answering these question	s (check all that apply).	
	Asset management system		
	GIS program		
	MS4 permit application		
	Aerial photos		
	Past or ongoing budget investments		
	Water quality projects		
	Other(s):		
	G the life is a second		

ере	endent Special Districts:
	If an independent special district's boundaries are completely aligned with a county or a municipality, identify that
	jurisdiction here:
	Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS
	shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on
	that map. Submission of this shapefile also serves to complete Part 4.0 of this template.
	e current and projected service area for the stormwater management program or stormwater management system (Section
Rather	r than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the
Rather	
Rather	r than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the
Rather	r than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the
Rather storm	r than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the water service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.
Rather torm	r than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template's service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, "services" means:

- 1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
- 2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

- 1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
- 2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
- 3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
- 4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project's capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR's website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance	Expenditures (in \$thousands)					
	LFY 2021-2022	2037-38 to				
	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42	
Operation and Maintenance Costs						
Brief description of growth greater than 15%	over any 5-year per	iod:				

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

- 5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.
- 5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.
 - If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection Expenditures (iii Stillousani	5.2.1 Flood Protection	Expenditures (in \$thousands)
--	------------------------	-------------------------------

	=				
Project Name	LEV 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42

5.2.2 Water Quality Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project	LEV 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Number or ProjID)	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Expenditures ((in \$thousands)

Project Name	LEV 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42

5.3.2 Water Quality Expenditures (in Sthousands)

order country	=				
Project Name (or, if applicable, BMAP Project	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Number or ProjID)	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42

	Stormwater Master Plan						
	Basin Studies or Engineering Reports						
	Adopted BMAP						
	Adopted Total Maximum Daily Load						
	Regional or Basin-specific Water Qua	lity Improvement	Plan or Restoration	on Plan			
	Specify:						
	Other(s):						
Stormwater proj	ects that are part of resiliency initiati	ves related to clim	nate change				
	·						
-	mwater infrastructure relocation or mo		•	•	-		
	verse effects of climate change. When						
	tion participates in a Local Mitigation S		o include the exp	enditures associate	d with your stormw	ater management sys	tem in thi
ategory (for exam	ole, costs identified on an LMS project	list).					
Resilienc	y Projects with a Committed Funding	Source	Expe	enditures (in \$thou			
Project N	la ma a		2022-23 to	2027-28 to	2032-33 to	2037-38 to	
FIOJECLIN		1EV 2021 2022	2022-23 10	2027-28 10	2032-33 10	2037-38 to	
	iame	LFY 2021-2022	2026-27	2027-28 to	2032-33 to	2041-42	
-	lame	LFY 2021-2022					
,	arne	LFY 2021-2022					
	arne	LFY 2021-2022					
	arne	LFY 2021-2022					
	arne	LFY 2021-2022					
			2026-27	2031-32	2036-37		
Resilienc	ry Projects with No Identified Funding		2026-27 Expo	2031-32	2036-37 2036-37 sands)	2041-42	
	ry Projects with No Identified Funding		2026-27 Expo 2022-23 to	2031-32 2031-32 enditures (in \$thou 2027-28 to	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc	ry Projects with No Identified Funding	Source	2026-27 Expo	2031-32	2036-37 2036-37 sands)	2041-42	
Resilienc	ry Projects with No Identified Funding	Source	2026-27 Expo 2022-23 to	2031-32 2031-32 enditures (in \$thou 2027-28 to	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc	ry Projects with No Identified Funding	Source	2026-27 Expo 2022-23 to	2031-32 2031-32 enditures (in \$thou 2027-28 to	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc	ry Projects with No Identified Funding	Source	2026-27 Expo 2022-23 to	2031-32 2031-32 enditures (in \$thou 2027-28 to	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc	ry Projects with No Identified Funding	Source	2026-27 Expo 2022-23 to	2031-32 2031-32 enditures (in \$thou 2027-28 to	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc	ry Projects with No Identified Funding	Source	2026-27 Expo 2022-23 to	2031-32 2031-32 enditures (in \$thou 2027-28 to	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc Project N	y Projects with No Identified Funding	Source LFY 2021-2022	Expr 2022-23 to 2026-27	2031-32 enditures (in \$thou 2027-28 to 2031-32	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc Project N	ry Projects with No Identified Funding lame nerability assessment been completed	Source LFY 2021-2022 for your jurisdicti	Expr 2022-23 to 2026-27	2031-32 enditures (in \$thou 2027-28 to 2031-32	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc Project N Has a vul	y Projects with No Identified Funding lame nerability assessment been completed If no, how many facilities have been	Source LFY 2021-2022 I for your jurisdiction assessed?	2026-27 Expo 2022-23 to 2026-27 on's storm water	2031-32 enditures (in \$thou 2027-28 to 2031-32	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc Project N Has a vul	ry Projects with No Identified Funding lame nerability assessment been completed	Source LFY 2021-2022 I for your jurisdictivassessed? Incy plan of 20 year	2026-27 Expo 2022-23 to 2026-27 on's storm water	2031-32 enditures (in \$thou 2027-28 to 2031-32	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Expenditures (in Sthousands)

	Experiences (in periodounds)				
Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Project Name	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42

End of Useful Life Replacement Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Ject Name	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as "actual" expenditures.

Consistent with expenditure projections, the jurisdiction's actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR's interpretation of subparagraph 403.9302(3)(f), F.S., is that "capital account" refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

Cairi							
	Total	F	unding Sources fo	r Actual Expenditu	ires		
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Expansion

···						_	
	Total	F	unding Sources fo	r Actual Expenditu	res		
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Resiliency

.,						_		
	Total	F	unding Sources fo	r Actual Expenditu	res			
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		Contributions to Reserve Account	Balance of Reserve Account
2016-17						П		
2017-18								
2018-19								
2019-20								
2020-21							•	

Replacement of Aging Infrastructure

	Total	F	unding Sources fo	r Actual Expenditu	res			
	Actual Expenditures	Amount Drawn from Current	Amount Drawn from Bond	Amount Drawn from Dedicated	Amount Drawn from All-Purpose		Contributions to	Balance of
	Actual Experiorcures	Year Revenues	Proceeds	Reserve	Rainy Day Fund	' Reserve Ac	Reserve Account	Reserve Account
2016-17								
2017-18								
2018-19								
2019-20								
2020-21								

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, i.e., EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Committee randing Source	2026-27	2031-32	2036-37	2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	0	0	0	0

No Identified Funding Source	2022-23 to	2027-28 to	2032-33 to	2037-38 to
No identified Failding Source	2026-27	2031-32	2036-37	2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Strategies for New Funding Sources	2026-27	2031-32	2036-37	2041-42
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

Additional Table Rows

Choose from the drop-down lists for Project Type and Funding Source Type, then fill in the project name and expenditure estimates. Rows that are highlighted RED are either missing information in a "Project & Type Information" column or have zero expenditures.

Link to aggregated table to crosscheck category totals and uncategorized projects.

	Project & Type Information			Expenditu	ures (in \$thou	sands)	
Project Type	Funding Source Type (Choose from dropdown list)	Due in at Name	LEV 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42

	Project & Type Information			Expendit	ures (in \$thou	sands)	
Project Type	Funding Source Type	Funding Source Type (Chaosa from drandown list) Project Name		2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
	·						
			+				
			+				

	Project & Type Information			Expendit	ures (in \$thou	sands)	
Project Type	Funding Source Type	Funding Source Type (Chaosa from drandown list) Project Name		2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
	·						
			+				
			+				

	Project & Type Information			Expendit	ures (in \$thou	sands)	
Project Type	Funding Source Type	Funding Source Type (Chaosa from drandown list) Project Name		2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
	·						
			+				
			+				

	Project & Type Information			Expendit	ures (in \$thou	sands)	
Project Type	Funding Source Type	Funding Source Type (Chaosa from drandown list) Project Name		2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
	·						
			+				
			+				

Project & Type Information				Expendit	ures (in \$thou	sands)	
Project Type	Funding Source Type	Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name		2026-27	2031-32	2036-37	2041-42

Project & Type Information				E	xpenditures		
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
	Funding Source Type		LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	C
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	C
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	C
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	C
			•	•			•
Total of Projects	s without Project Type and/or Fund	ding Source Type	0	0	0	0	0

Total of Projects without Project Type and/or Funding Source Type	0	0	0	0	0

Request to Transfer Environmental Resource and/or State 404 Program Permit

Instructions: To be completed, executed, and submitted by the new owner to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Use of this form is not required when a valid ERP permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be by letter or email, or through use of this

shall automatically transfer to the office to shall automatically transfer to the new modification of a permit as provided written notice to the Agency within 30 the entire real property or activity con 11-00090-S-02 Permit No(s): 11-00090-S-03	w owner or person in in Sections 373.426 a 0 days of the change vered by the permit, th	control, except in and 373.429, F.S. in ownership or chen the transfer researched	n cases of ab . (2013). If a pontrol, or if the must be reque	andonment, re permittee fails ne change doe	vocation, or to provide s not include s form. See Attached
				o manoromoa	· Letter
Permitted Project: See Attached	Proposed Project I	Name (if differe	ent):		
Letter Phase of Project (if applicable):					
I hereby notify the Agency that I have through the sale or other legal transfinterest or control in the land in according of my title, easement, or other recorded in the Public Records. I required By so doing, I acknowledge that I have rights and obligations as permittee, conditions and to be liable for any confit of this modification by the Permitting of incorporation, and certificate of incontrol of the lands. As necessary, I for the operation and maintenance of Applicant's Handbook Volume I.	er of the land. By sign ordance with subsection demonstration of own quest that the permit(save examined the permit including agreeing to prrective actions required agree. Also attaches agree to furnish the agree to furnish the serior actions.	ning below, I here on 4.2.3(d) of Applership or control by be modified to mit terms, condition be liable for coired as a result of ed are copies of nave been change Agency with dem	eby certify that plicant's Hand, reflect that I at ions, and drawing any violation any recorded as a resultions the	at I have sufficient to be desired to be the including any reagree to be the wings, and ago the all of the permanent restrictive count of my assuminat I have the all to be the all to the all to the all to the all to the all the al	ent real property in the light real property in the light revised plats, as the new permittee. The light ree to accept all in the light remit terms and light remit terms and light remants, articles and ownership or ability to provide
Name of Proposed Permittee: N					
Mailing Address: WRATHELL, HL				Suite 4 TOVV	
City: Boca Raton	State:	Florida	Zip:	33431	
Telephone: (561)571-0010	E-mail: o	cerbonec@whhas	ssociates.con	ก	
Signature of Proposed Permittee			Date:		
Cindy Cerbone, Naples Reserve Cl	DD - District Manager	•			
Name and Title					
Enclosures: Copy of title, easement, or ot Public Records Copy of currer Copy of current recorded rest	nt plat(s) (if any), as	recorded in the	e Public Red	cords	ecorded in the













October 4, 2021

Angelica Hoffert, P.E. Engineering Manager South Florida Water Management District 2301 McGregor Boulevard Fort Myers, Florida 33901

RE: NAPLES RESERVE

REQUEST TO TRANSFER ERP PERMITS TO
NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT
HM EH E NO : 2012020

HM FILE NO.: 2013030

Dear Angelica:

This letter serves as our request to transfer the following Naples Reserve ERP Permit/Applications to the Naples Reserve Community Development District. In lieu of providing SFWMD's Request to Transfer Environmental Resource Permit form #62-330.340(1) for each of the Permits listed below, we have consolidated the permits and have listed them as follows:

Permitted Project Name	Permit/App. No.	Applicant (Permittee)	Proposed Permittee Operating Entity	Acres to be Transferred
Naples Reserve	11-00090-S-02 App. No. 121120-1	SFI Naples Reserve, LLC	Naples Reserve Community Development District	592.51
Naples Reserve Circle	11-00090-S-02 App. No. 170203-12	SFI Naples Reserve, LLC	Naples Reserve Community Development District	37.49
Naples Reserve Phase II	11-00090-S-02 App. No. 140113-10	SFI Naples Reserve, LLC	Naples Reserve Community Development District	115.94
Parrot Cay	11-00090-S-03/ App. No. 141124-2	Parrot Cay Holdco, LLC	Naples Reserve Community Development District	35.5
Naples Reserve – Coral Harbor	11-00090-S-02/App. No. 160707-20	SFI Naples Reserve, LLC	Naples Reserve Community Development District	32.57
Naples Reserve Phase III	11-00090-S-02/App. No. 171024-14	SFI Naples Reserve, LLC	Naples Reserve Community Development District	66.40
Naples Reserve – Sutton Cay	11-00090-S-02/App. No. 180322-8	SFI Naples Reserve, LLC	Naples Reserve Community Development District	37.10
Naples Reserve – Crane Point	11-00090-S-02/App. No. 180814-15	SFI Naples Reserve, LLC	Naples Reserve Community Development District	44.20

and Bimini		
Isle		

On behalf of the Naples Reserve Community Development District and as the District Engineer, I hereby notify SFWMD that it is the desire of SFI Naples Reserve, LLC and Parrot Cay Holdco, LLC to transfer the ERP Permits listed in the aforementioned table, to the Naples Reserve Community Development District effective immediately.

We are enclosing a copy of the recorded lake deeds and the recorded plats.

Should you have any questions or require further information, please feel free to contact my office.

Very truly yours,

HOLE MONTES, INC.

W. Terry Cole, P.E. Senior Vice President

and

District Engineer, Naples Reserve Community Development District

WTC:tdc

Naples Reserve

	General Project Information County Records		UTILITIES			SFWMD ERP # 11-00090-S-02				
						Initially Conveyed to	Final Conveyance/	Permit Modification		
Non Residential Phases	Description	Plat	County Project #	Right of Way/Property Owner	Potable Water and Sanitary Sewer Owner/Operator	CDD?	Acceptance Complete	Application #	Permittee	Operating Entity
Naples Reserve Phase I	Initial development of project infrastructure for phase II residential	PB53 PG89	PL20120002540	SFI NAPLES RESERVE LLC	Collier County Public Utilities	Yes	Yes	121120-1	SFI NAPLES RESERVE LLC	CDD
	Initial development of Island Club site including outrigger building				Collier County Public Utilities (*backflow preventer only)					NAPLES RESERVE
Naples Reserve Island Club Phase I	and requisite infrastructure	PB85 PG19	PL20140000758	SFI NAPLES RESERVE LLC	and SFI NAPLES RESERVE LLC (remainder)	Yes*	Yes*	140721-4	SFI NAPLES RESERVE LLC	HOMEOWNERS ASSN
	Completion of the remaining Island Club buildings and									NAPLES RESERVE
Naples Reserve Island Club Phase II	improvements	N/A	PL20150000066	SFI NAPLES RESERVE LLC	SFI NAPLES RESERVE LLC	N/A	N/A	150609-8	SFI NAPLES RESERVE LLC	HOMEOWNERS ASSN
	Extension of Naples Reserve Circle and development of the Tennis				Collier County Public Utilities (*backflow preventer only)					NAPLES RESERVE
Naples Reserve Tennis Center	Center site	N/A	PL20150000026	SFI NAPLES RESERVE LLC	and SFI NAPLES RESERVE LLC (remainder)	No*	Yes*	160120-5	SFI NAPLES RESERVE LLC	HOMEOWNERS ASSN
	Completion of Naples Reserve Circle including infrastructure for									
Naples Reserve Circle	future phases (included dog park #2)	PB64 PG1	PL20160000038	SFI NAPLES RESERVE LLC	Collier County Public Utilities	Yes	Yes	170203-12	SFI NAPLES RESERVE LLC	CDD
	Development of Boat ramp and tot lot site including other amenities									NAPLES RESERVE
Naples Reserve Boat Ramp and Tot Lot	and infrastructure	N/A	PL20180002837	SFI NAPLES RESERVE LLC	N/A	N/A	N/A	190422-10	SFI NAPLES RESERVE LLC	HOMEOWNERS ASSN
	Second entrance roadway to the Savannah Lakes parcel from Naples			NAPLES RESERVE HOMEOWNERS						
Jetty Drive	Reserve Phase II	PB67 PG84	PL20180001125	ASSN	N/A	N/A	N/A	N/A	N/A	
Residential Phases										
	Right of way and residential lots for Mallard Point, Savannah Lakes,									
Naples Reserve Phase II	Egret Landing, and Sparrow Cay (418 lots)	PB56 PG20	PL20130002124	NAPLES AW HOLDCO LLC	Collier County Public Utilities	Yes	Yes	140113-10	SFI NAPLES RESERVE LLC	CDD
.,	Right of way and residential lots for the Parrot Cay community (79				,					
Parrot Cay	lots)	PB58 PG75	PL20140002110	PARROT CAY HOLDCO LLC	Collier County Public Utilities	Yes	Yes	141124-2	PARROT CAY HOLDCO LLC	CDD
,	Right of way and residential lots for the first phase of the Coral				,					
Coral Harbor Phase I	Harbor community (28 lots)	PB61 PG67	PL20160001134	SFI NAPLES RESERVE LLC	Collier County Public Utilities	No	Yes	160707-20	SFI NAPLES RESERVE LLC	CDD
	Right of way and residential lots for the second phase of the Coral									
Coral Harbor Phase II	Harbor community (150 lots)	PB62 PG1	PL20160001577	SFI NAPLES RESERVE LLC	Collier County Public Utilities	No	Yes	160707-20	SFI NAPLES RESERVE LLC	CDD
cora marzo. mase n	Right of way and residential lots for the Canoe Landing and	1502162	1220100001377	5	comer county i abite of intees		1.03	100707 20	3111011 223 112321112 223	000
Naples Reserve Phase III	Halfmoon Point communities (193 lots)	PB64 PG37	PI 20170002678	SFI NAPLES RESERVE LLC	Collier County Public Utilities	Yes	Yes	171024-14	SFI NAPLES RESERVE LLC	CDD
respies reserve i hase in	Right of way and residential lots for the Sutton Cay community (101	, 5041 037	. 220170002070	S LES RESERVE LEG	Some Soundy I done Stilles	103	No (to be completed end	1,1024 14	S II LES MESERVE LEC	CDD
Sutton Cay	lots)	PB64 PG87	DI 20180000116	SFI NAPLES RESERVE LLC	Collier County Public Utilities	Yes	of this year)	180322-8	SFI NAPLES RESERVE LLC	CDD
Sutton Cay	Right of way and residential lots for the Crane Point and Bimini Isle	1 504 FG67	1 20130000110	STENANTES RESERVE LLC	Comer County rubile officies	163	No (to be completed	100322-0	SITINAL LES RESERVE LLC	CDD
Crane Point & Bimini Isle	,	PB65 PG88	DI 2019000100F	SFI NAPLES RESERVE LLC	Calliar County Public Htilitias	Voc	2021)	180814-15	SFI NAPLES RESERVE LLC	CDD
rane Point & Biffilli ISIE	communities (119 lots)	7805 PG88	FLZ0180001005	OLI MALTEO KESEKAE TTC	Collier County Public Utilities	Yes	2021)	180814-15	STI INAPLES RESERVE LLC	CDD

PERMITS TO BE TRANSFERRED TO CDD AS OPERATIONG ENTITY

NOTES

^{1.} SFWMD Water Use Permit #11-01836-W issued to SFI Naples Reserve LLC for Landscape Irrigation.

^{2.} SFWMD Permittee is liable to comply with permits unless they are transferred to an operating entity.

^{3.} Lake #1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 20 owned by NAPLES RESERVE HOMEOWNERS ASSN 4. Lake #12, 13, 14, 15, 16, 17, 18, 19 and 21 owned by SFI NAPLES RESERVE, LLC

^{5.} All lakes/excavation have been certified as complete and accepted by Collier County and Engineer of Record.

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT AMENDING THE GENERAL FUND PORTION OF THE BUDGET FOR FISCAL YEAR 2021; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Supervisors (hereinafter referred to as the "Board") of the Naples Reserve Community Development District (hereinafter referred to as the "District"), adopted a Budget for Fiscal Year 2021; and

WHEREAS, the Board desires to amend the General Fund portion of the budget previously approved for the Fiscal Year 2021.

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

Section 1. The Fiscal Year 2021 Budget is hereby amended in accordance with Exhibit "A" attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2021 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this	_ day of	, 2021.	
Secretary/Assistant Secretary	Cha	ir/Vice Chair, Board o	of Supervisors

EXHIBIT "A"

NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2021

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

				Debt Service		Debt Service	Р	Capital rojects		Total	
	_	General Fund		Fund Series 2014		Fund Series 2018		Fund Series 2018		Governmental Funds	
ASSETS	' <u>-</u>										
Cash	\$	55,062	\$	-	\$	-	\$	-	\$	55,062	
Investments											
Reserve		-		519,812		280,178		-		799,990	
Revenue				394,592		388,959				783,551	
Capitalized interest		-		-		5		-		5	
Prepayment		-		2,557		9,514		-		12,071	
Construction		-		-		-		148		148	
Prepaid expense		7,110		-		-		-		7,110	
Undeposited funds		319		-				-		319	
Total assets	\$	62,491	\$	916,961	\$	678,656	\$	148	\$	1,658,256	
LIABILITIES											
Liabilities:											
Accounts payable	\$	10,498	\$	-	\$	-	\$	-	\$	10,498	
Developer advance		1,500		-		-		-		1,500	
Total liabilities		11,998								11,998	
FUND BALANCES:											
Restricted for											
Debt service		=		916,961		678,656		-		1,595,617	
Capital projects		-		-		-		148		148	
Unassigned		50,493		-						50,493	
Total fund balances		50,493		916,961		678,656		148		1,646,258	
Total liabilities and fund balances	\$	62,491	\$	916,961	\$	678,656	\$	148	\$	1,658,256	

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

	Current Month		Year to Date			
REVENUES					Budget	
Assessment levy: on-roll	\$	-	\$105,326	\$105,304	100%	
Miscellaneous income		639	1,598	-	N/A	
Total revenues		639	106,924	105,304	102%	
EXPENDITURES						
Supervisor fees			400	3,000	13%	
FICA taxes		-	31	230	13%	
		4 262		3,500	362%	
Engineering	,	4,363	12,655			
Audit		- 6 004	7,200	7,200	100%	
Legal		6,831	28,956	9,200	315%	
Management, accounting, recording		4,080	48,960	48,960	100%	
Debt service fund accounting		458	5,500	5,500	100%	
Postage		54	269	500	54%	
Insurance		-	6,189	6,483	95%	
Trustee		-	4,760	4,800	99%	
Trustee - second bond series		-	4,031	5,500	73%	
Arbitrage rebate calculation		5,000	5,000	1,500	333%	
Dissemination agent		167	2,000	2,000	100%	
Telephone		4	50	50	100%	
Printing & binding		29	350	350	100%	
Legal advertising		333	3,500	1,200	292%	
Annual district filing fee		-	175	175	100%	
Contingencies		-	999	400	250%	
Website		-	705	705	100%	
ADA website compliance		199	409	210	195%	
Property appraiser		-	500	1,645	30%	
Tax collector			2,107	2,194	96%	
Total expenditures	2	1,518	134,746	105,302	128%	
Excess (deficiency) of revenues						
over/(under) expenditures	(2	0,879)	(27,822)	2		
Fund balance - beginning Fund balance - ending Assigned	7	1,372	78,315	65,010		
3 months working capital	3	1,188	31,188	31,188		
Unassigned		9,305	19,305	33,824		
Fund balance - ending		0,493	\$ 50,493	\$ 65,012	ı	
i and balance chaing	ψυ	0,730	Ψ 50,435	Ψ 00,012	!	

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

	Current Month			Year to Date	Budget	% of Budget
REVENUES			_			
Assessment levy: on-roll	\$	-	\$	-	\$	- N/A
Off- roll assessment levy	•	-	•	- 40 - 0 -	A = 10 00	- N/A
Assessment levy: on-roll	\$	-	\$	542,735	\$542,600	
Assessment levy: off-roll		-		-		- N/A
Assessment prepayment		-		<u>-</u>		- N/A
Assessment lot closing		-		1,351		- N/A
Interest		4		42		- N/A
Total revenues		4		544,128	542,600	100%
EXPENDITURES						
Debt service						
Principal		-		135,000	135,000	
Principal prepayments		-		40,000		- N/A
Interest		-		379,531	380,59	
Total debt service				554,531	515,59	<u>4</u> 108%
Other fees and charges						
Tax collector		-		10,853	11,30	4 96%
Property appraiser		-		2,447	8,478	<u>3</u> 29%
Total other fees and charges		-		13,300	19,782	2 67%
Total expenditures				567,831	535,370	106%
Excess/(deficiency) of revenues						
over/(under) expenditures		4		(23,703)	7,22	4
Fund balances - beginning Fund balances - ending		6,957 6,961	\$	940,664 916,961	889,024 \$896,248	

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

	Current		Year to		% of	
	Mo	<u>nth</u>	Date	Budget	Budget	
REVENUES	·					
Assessment levy: on-roll	\$	-	\$580,957	\$580,740	100%	
Assessment prepayment		-	9,514	-	N/A	
Interest		4	35	-	N/A	
Total revenues		4	590,506	580,740	102%	
EXPENDITURES						
Debt service						
Principal		-	140,000	140,000	100%	
Interest		-	413,056	413,056	100%	
Total debt service		-	553,056	553,056	100%	
Other fees and charges						
Property appraiser		-	2,613	9,074	29%	
Tax collector		-	11,618	12,099	96%	
Total other fees and charges		-	14,231	21,173	67%	
Total expenditures		-	567,287	574,229	99%	
Excess/(deficiency) of revenues						
over/(under) expenditures		4	23,219	6,511		
Fund balances - beginning	678	3,652	655,437	647,982		
Fund balances - ending		3,656	\$678,656	\$654,493		

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

	Current Month	Year to Date		
REVENUES Total revenues	\$ -	\$ -		
EXPENDITURES				
Capital outlay	2,681	12,407		
Total expenditures	2,681	12,407		
Excess (deficiency) of revenues over/(under) expenditures	(2,681)	(12,407)		
Fund balance - beginning Fund balance - ending	2,829 \$ 148	12,555 \$ 148		

DRAFT

1 2 3 4	MINUTES OF MEETING NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT						
5	The Board of Supervisors of the Naples Reserve Community Development District held						
6	multiple Public Hearings and	d a Regular Meeting o	n August 17, 2021 at 1	LO:30 a.m., at the Island			
7	Club at Naples Reserve, Activities Room, 14885 Naples Reserve Circle, Naples, Florida 34114.						
8							
9	Present at the meeti	ing were:					
10							
11	Thomas Marquardt		Chair				
12	Deborah Lee Godfrey	/	Assistant Secretary				
13	Charlene Hill		Assistant Secretary				
14							
15	Also present, were:						
16							
17	Cindy Cerbone		District Manager				
18	Jamie Sanchez		Wrathell, Hunt and Associates, LLC (WHA)				
19	Daniel Rom (via teler	ohone)	Wrathell, Hunt and Associates, LLC (WHA)				
20	Greg Urbancic		District Counsel				
21	Meagan Magaldi		Coleman, Yovanovich & Koester, P.A.				
22	Terry Cole		District Engineer				
23	Alan Jowers (via tele	phone)	Carr, Riggs & Ingram				
24	Randy Sparrazza		Resident/HOA President				
25	Anna Harmon Supervisor Appointee						
26							
27	Residents present, were:						
28	5.1.1.1						
29	Deborah Newton	Janice Skenderian	Mark Sandler	Laurie Sandler			
30	Al San Souza	Maryann Siemen	Harry C. Siemen	Paul Mosby			
31	Jerry Whitlock	Jeannine Whitlock	George Spence	Michael Considine			
32	Jeff Godfrey	Frank Hawkins	Dave Brehun	Monica Brehun			
33	Alan Sanger Dave Caram		Bev Caram	Ken Woods			
34 25	Claudia Woods Gary Carinci		Don Skenderian	Heidi Devlin			
35 36	Walt Matystik	Heidi McIntyre	Robin Giaimo Chris Bender				
30 37	Vincent Raccuglia	Donald Burg	Maria Desjardins Bill Desjardins				
37 38	Clement Soffer						
39							
40							
41			San to Graci, non et	n			

Ms. Cerbone called the meeting to order at 10:35 a.m. Supervisors Marquardt, Godfrey and Hill were present, in person. Supervisor Inez was not present. One seat was vacant.

Ms. Cerbone discussed the public comments and Public Hearing protocol, noted there would be four opportunities to speak during the meeting. She explained that the Board and Staff may decide whether to respond to questions or comments during the meeting; however, they are not required to respond.

SECOND ORDER OF BUSINESS

Public Comments

Resident Donald Burg expressed his opinion that the proposed assessment was too much. He asked if these types of assessments were previously paid by the HOA and if so, if property owners would see a reduction in HOA fees.

Resident Maria Desjardins read a statement in which she expressed her opinion that a lot of the costs were related to developing Naples Reserve. She recalled that the CDD collected for Operation and Maintenance (O&M) for the last five years and questioned whether residents are getting value for the investments. She asked how much revenue the CDD collected from 2015 to 2020 for O&M and if the CDD is required to advise residents when adjusting the budget. She felt that the CDD spends too much on overhead and that improvements should be meaningful to residents. She asked if lake erosion, Hurricane Irma, drainage systems and builder contributions to repair drainage and irrigation systems were discussed with the Developer prior to assessing property owners and if so, she wanted to know the outcome.

Resident Bill Desjardins expressed his appreciation for the Board's hard work. He believed that property owners are concerned that they may be paying for things that were not properly maintained or that should have been repaired by the Developer and that the HOA would assume responsibility for those issues. He asked if, during the turnover and lease agreement negotiations with the Developer, there might be some compensation for those items. He asked if the Board would be in contact with the HOA Board and review the HOA's Delta Engineering study to make sure it thoroughly covers items that are CDD responsibilities.

Resident Walt Matystik stated the legal notice cited four primary reasons for the O&M assessment increase. He hoped the costs and plans for Field Operations, Engineering, Legal and Contingencies would be itemized and explained during the meeting.

Resident Clement Soffer stated he complained about an issue with his backyard drain at the first CDD meeting after the Board transition and was told that the Developer would inspect and correct the issue before leaving. As the drain is still cracked, collecting debris and clogging, in his mind, the CDD did not address the issue. He discussed issues with riprap in his previous community and urged the Board to do their best to save money for the community.

THIRD ORDER OF BUSINESS

Chairman's Opening Remarks

Mr. Marquardt provided an overview of CDD history and operations as follows:

- CDDs are created by a Florida Statute that allows a Developer to plan and finance infrastructure. Developers approach things differently and include different items under the broad scope of a CDD. The Naples Reserve CDD's scope is limited to storm drainage, catch basins and lakes; it does not include irrigation, roads, light poles or amenities.
- One line in the annual tax bill includes the two CDD assessment items: one is the debt assessment for the two bond issuances and the other is the O&M assessment. The O&M part is a small portion and the debt assessment portion will most likely not change during the course of the bonds, unless bonds are refinanced.
- O&M can change due to issues facing the CDD. O&M has been steady for the last three years and it was less than the Developer projected. The assessment increase now is because the Developer did not project that the CDD would perform maintenance. Since the HOA decided not to renew the contract providing for the HOA to be responsible for maintenance, the CDD inherits the maintenance responsibility. The maintenance items the community faces, including lake bank erosion, would have required the HOA to raise its fees as well.
- This CDD was formed in 2008, long before the first house was built. In the initial years the Developer paid the O&M and, once bonds were issued, all property was assessed and the Developer was paying assessment fees to the CDD each year. As lots are sold to builders or property owners, the assessment payment to the CDD shifts to the builder or property owner.

100 > Until now, the CDD focused only on operations, which consisted of Staff managing the 101 organization, including the District Engineer, District Counsel, District Manager, and expenses.

- Board Members cannot discuss these matters between meetings because CDD matters may only be discussed at public meetings, which is why agenda items are often being discussed for the first time.
- He worked with Staff to develop an initial budget that anticipated fully funding necessary repairs, given that the CDD would assume responsibility for maintenance beginning the first of the year. Unlike the HOA, the CDD cannot levy a special assessment if emergency expenses arise during the course of the fiscal year. The only option if emergency funds are needed is a bank loan, which is expensive. Foresight is needed to anticipate expenses for the next budget year. Looking at the budget, it may be possible to reduce assessments considerably if the Board is willing to assume some risk, address issues that are the highest priority and hold back on others, which would be discussed today.
- The District Engineer did a survey that was updated in 2020 that documented all lake erosion and repairs to be made. Approximately 70 sites were noted and some were not caused by the Builder or the Developer but by the property owner, as in the case of improperly placed downspouts. These have been identified as maintenance issues because nothing is wrong with construction and placement is all a maintenance matter. The HOA was in charge of maintenance so that document list has been given to Mr. Sparrazza, the President of the HOA, and he agreed that this document and survey should be presented to the Developer during negotiation. The HOA has the best case to make that these maintenance issues were long overdue and should have been done by the Developer. Mr. Cole would update the document if necessary and also inspect catch basins, particularly those under construction, in advance of negotiations with the Developer.
- The Board previously discussed having an onsite representative to manage CDD issues and budgeting \$5,000 to have a staff member of the HOA field complaints from property owners. Mr. Sparrazza has offered to waive that fee so the CDD would save that much and would look to make further reductions to the budget.

Mr. Marquardt stated he attended a recent meeting about the littoral shelf, along with a County representative and the CDD's contractor. By County law, the CDD must meet minimum littoral shelf planting requirements. He expressed concern because the District is having difficulty locating the plan for what is needed and the costs of additional plantings that would be required are unknown. There was an overgrowth of spikerush at one lake. In January, lake maintenance would become a CDD responsibility. Mr. Sparrazza was also reviewing documents to see if the plan requirements are included in documents received from the Developer.

FOURTH ORDER OF BUSINESS

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

Ms. Cerbone stated Mr. Jeff Bieker's resignation was accepted at a previous meeting. The Board previously had an opportunity to nominate and appoint a new Board Member but chose to wait and see if feedback was received from interested residents.

Mr. Marquardt nominated Ms. Anna Harmon to fill the unexpired term of Seat 5. No other nominations were made.

On MOTION by Mr. Marquardt and seconded by Ms. Godfrey, with all in favor, the appointment of Ms. Anna Harmon to Seat 5, term expires November 2022, was approved.

- Ms. Cerbone stated Ms. Harmon asked to defer administration of the Oath of Office until the next meeting. She would be present today as an appointed but not official Board Member. Administration of the Oath of Office would be included on the next agenda.
- 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

160			a.	Form 1: St	atement o	f Financi	al Interests					
161			b.	Form 1X: Amendment to Form 1, Statement of Financial Interests								
162			c.	Form 1F: Final Statement of Financial Interests								
163		IV.	Form 8	BB – Memo	randum of	Voting (Conflict					
164												
165 166 167 168	FIFTH ORDER OF BUSINESS			Consideration of Resolution 2021-09, Designating Certain Officers of the District, and Providing for an Effective Date								
169		Ms. Ce	erbone	reiterated t	hat, as a n	newly ap	pointed but	not ye	t offi	cial Boa	rd M	1ember,
170	Ms. H	armon r	nay not	participate	as a Board	l Membe	er in discussio	ns or v	oting	ζ.		
171	This item was deferred to the next meeting.											
172												
173 174 175 176 177 178 179	SIXTH	ORDER	OF BUS	SINESS			Consideration Homeowner Amendment Developmen Facilities O Agreement	s s to	o istrict	•	r, Com tems	Reserve Inc., nmunity and tenance
180	A.	First A	mendm	nent								
181	В.	Secon	d Amen	dment								
182	These items were included for informational purposes.											
183	Ms. Cerbone stated the CDD was notified that the HOA would like to terminate the											
184	existing Maintenance Agreement, effective January 1, 2022. The required notice was received											
185	from the HOA and Staff worked with the Chair, the HOA President and HOA Counsel to amend											
186	the existing Agreement. The First Agreement memorializes when the Agreement will terminate.											
187	This was necessary because a new HOA President and CDD Chair are in place than when the											
188	Agreement was originally executed so this Amendment allows them to be signatories to											
189	execute the new document.											
190	Mr. Urbancic stated the First Amendment was already approved by the HOA and											
191	extends the term; the Second Amendment adds language regarding potential disaster											

situations. Counsel for the HOA has not reviewed the Second Amendment; approval was recommended for each Amendment individually.

On MOTION by Mr. Marquardt and seconded by Ms. Hill, with all in favor, the First Amendment to the Community Development District Systems and Facilities Operation and Maintenance Agreement, was approved.

Ms. Cerbone stated the Second Amendment would allow the CDD to assume responsibilities for the lakes, drainage and/or catch basins in the event of a disaster to facilitate a storm cleanup claim with the Federal Emergency Management Agency (FEMA).

On MOTION by Mr. Marquardt and seconded by Ms. Godfrey, with all in favor, the Second Amendment to the Community Development District Systems and Facilities Operation and Maintenance Agreement, in substantial form, and authorizing the Chair or Vice Chair to execute, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Agreement for General Oversight of CDD Components/
Improvements by Naples Reserve Homeowners Association, Inc.

Ms. Cerbone stated, as discussed earlier, the proposed Fiscal Year 2022 budget originally included \$5,000 for the CDD to pay the HOA to provide general oversight for on-site CDD assets beginning January 1, 2022. The HOA agreed to waive the \$5,000 annual fee, which would be removed from the budget later in the meeting.

Mr. Urbancic stated the letter in the agenda could be amended to include required statutory language. A more robust version may be created or the Letter Agreement could be amended to address the HOA's obligation to maintain public records. He suggested amending the letter, in substantial form, pending the addition of public records and E-Verify language and a termination provision.

Mr. Marquardt stated, in his discussions with the HOA President, it was agreed that this arrangement would be experimental and, if the requests become excessive or the parties agree

that it would be more efficient for the CDD to manage its assets, the Agreement may be revisited. Mr. Urbancic suggested adding a phrase such that the Agreement would be annual, and updated to add a 90-day termination provision and public records and E-Verify verbiage.

Mr. Marquardt directed Mr. Urbancic to make the revisions discussed.

This item would be included on the next meeting agenda.

EIGHTH ORDER OF BUSINESS	Discussion/Consideration: Naples Reserve				
	Homeowners	Association, Inc.,			
	Memorandum of	Understanding Regarding			
	Ownership of	Fountains, Aerators,			
	Cannons and	Other Pond Related			
	Fauinment				

Ms. Cerbone stated productive discussions occurred between the HOA and CDD and Counsel for each regarding maintenance of equipment.

Mr. Urbancic presented the Memorandum of Understanding, which would clarify ownership and responsibility for maintenance of specific items. The Chair and the HOA President would fill in the blank spaces relating to items mentioned.

Mr. Marquardt stated the CDD does not own the cannons and maintenance for those is the responsibility of the HOA. Two aerators for water circulation and clarity are owned and maintained by the CDD. Water features such as the fountain, installed for aesthetic purposes, are owned and maintained by the HOA.

Ms. Hill asked where the two aerators are located. Mr. Cole stated one is in Lake 18, on the west side, and the other is on the south side. Mr. Marquardt stated the lakes may have required aerators due to their size or water quality issues; the cost of additional aerators that may be needed is unknown.

On MOTION by Mr. Marquardt and seconded by Ms. Godfrey, with all in favor, the Naples Reserve Homeowners Association, Inc., Memorandum of Understanding Regarding Ownership of Fountains, Aerators, Cannons and Other Pond Related Equipment, in substantial form, and authorizing the Chair to execute, was approved.

NINTH ORDER OF BUSINESS

Discussion/Update: CDD Easements
(Maintenance, Utility, Drainage, Other)
Between Homes and in Other Locations of the CDD

Ms. Cerbone stated the agenda included color coded maps provided by the District Engineer; the Board also received a handout from District Counsel.

Mr. Marquardt stated, initially, some lakes were clearly owned by the CDD and some were not. It was necessary to establish CDD ownership of the lakes.

Ms. Cerbone stated a review several months ago revealed that some lakes owned by the HOA and some owned by the Developer. Because it was determined that due to the bond financing all lakes should either be owned by the CDD or subject to O&M easements, District Counsel contacted HOA Counsel and the Developer to execute Quit Claim deeds from the HOA to the CDD and from the Developer to the CDD. The CDD now owns all the lakes.

Mr. Marquardt asked if the CDD is liable for recreational usage of the lakes.

Mr. Urbancic stated, in some cases the CDD owns the lake but the HOA reserves rights for purposes of recreation and enforcement. Regarding liability, the CDD enjoys sovereign immunity, which limits liability to \$200,000 per occurrence and \$300,000 in aggregate. The HOA has the right to enforce regulations on the property with the understanding that the lakes are primarily to be used for water management purposes. Discussion ensued regarding the numbering of the lakes on the exhibit. Mr. Cole stated, while the overall numbering scheme for the lakes is Lake 1 through Lake 24, some numbers are skipped, such as, there is no Lake 22 or Lake 23. Lake numbers on the plats do not correspond to the overall Master Plan.

TENTH ORDER OF BUSINESS

Discussion/Update: Permits in the CDD Name or that Need to be in the CDD Name

Mr. Cole presented a spreadsheet listing the different South Florida Water Management District (SFWMD) permits that need to be transferred from the Developer to the CDD. Documents would be prepared and submitted to the District Manager and the Chair for review.

ELEVENTH ORDER OF BUSINESS	Public Hearing on Adoption of Fiscal Year	
	2021/2022 Budget	

- A. Proof/Affidavit of Publication
- The affidavit of publication was included for informational purposes.
- 295 B. Consideration of Resolution 2021-10, Relating to the Annual Appropriations and 296 Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending 297 September 30, 2022; Authorizing Budget Amendments; and Providing an Effective 298 Date

Ms. Cerbone reviewed the proposed Fiscal Year 2022 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal year 2021 budget, and explained the reasons for any adjustments.

Discussion ensued regarding increases to the "Engineering" and "Legal" line items. Mr. Marquardt noted that Dock and Generator Requests all require an Engineering review and, in some cases, Legal review as well.

Mr. Cerbone stated, as previously discussed, although the HOA considered charging the CDD \$5,000 for oversight, the HOA agreed to waive the fee for Fiscal Year 2022.

Mr. Cole discussed a spot check of dozens of catch basins and noted that only nine were identified with 3" of silt, which did not warrant cleaning at this time. He suggested reducing the line item to \$3,000 and estimated that 10 catch basins could be cleaned for no more than \$3,000. The consensus was to reduce the line item to \$3,000.

Ms. Cerbone stated that she and Mr. Cole reviewed the "Lake maintenance / water quality" expenses invoices and scope of services and, based on that review, they were comfortable with budgeting \$55,000 for lake maintenance and water quality and \$20,000 for littoral replacement for a total of \$75,000, rather than \$110,000.

Mr. Cole stated that spraying for aquatic weeds costs approximately \$45,000 per year and water quality monitoring costs \$3,600 per year. The CDD currently has over 11 acres of littoral plantings and replacement typically happens annually. Mr. Marquardt stated some lakes may have extensive plantings and others may be sparse; the requirement is across the total acreage.

Ms. Cerbone stated the \$75,000 estimate included \$3,300 for Cardno water monitoring, \$45,000 for SOLitude aquatic treatments \$25,000 for littoral replacements and \$2,000 for aerator maintenance. Mr. Cole stated the SOLitude contract does not include replanting. He discussed the basis for littoral plantings and the suggestion to budget for the littorals.

Mr. Urbancic discussed the Florida Legislature's recently enacted requirement that a detailed stormwater needs analysis be submitted every five years beginning July 31, 2022. Ms. Cerbone noted there would be an Engineering fee component for this and there may be additional work required of CDD vendors.

Mr. Cole suggested budgeting approximately \$3,000 for this expense and stated, based on his experience with other CDDs, the lake erosion component would represent the biggest capital expenditure. He anticipated that the five-year plan might require budgeting \$100,000 per year for lake bank erosion repairs. He did not anticipate the need to replace catch basins or piping but the basins may need to be cleaned out. Following a hurricane or storm, landscape debris clogging catch basins is an issue that requires immediate attention.

Ms. Cerbone observed that, if the HOA is responsible for landscaping but the CDD is responsible for catch basins, Staff would need to work with the HOA to address the issue.

Mr. Marquardt asked if, in light of the previous question about riprap, more grasses should be planted to prevent lake bank erosion and reduce the need for riprap. Mr. Cole discussed the use of riprap and stated he has had good success with geotubes. Additional littoral plantings can help dissipate wave energy and provide a more stable bank. Mr. Marquardt stated a more aggressive planting approach may be discussed in the future.

Mr. Cole suggested increasing the "Engineering" line item to \$25,000.

Discussion ensued regarding the "Other repairs & maintenance" line item. Ms. Cerbone stated this non-specific line item could be utilized to supplement lake bank erosion repairs, aerators, drainage, etc. Mr. Cole suggested reducing the amount budgeted to \$50,000, noting it could also be utilized for storm cleanup.

Ms. Cerbone discussed the need to maintain three months working capital to cover expenses that must be paid before assessment revenues are received from the Tax Collector.

Lake bank remediation costs, the possibility of the HOA receiving funds from the Developer and uses for reserves were discussed. The consensus was to keep the "Lake bank remediation" budget at \$150,000.

On MOTION by Mr. Marquardt and seconded by Mr. Ms. Godfrey with all in favor, the Public Hearing was opened.

Mr. Soffer asked for the total amount of the bonds. Mr. Marquardt stated the par amount of both bonds was approximately \$16 million. Mr. Soffer asked if the CDD would dissolve if the bonds are paid off. Mr. Marquardt stated it would not, as the CDD would still own and be responsible for maintaining the assets. Ms. Cerbone stated in the unlikely event that the CDD were dissolved, the County or the City would take ownership of the governmental assets. Mr. Soffer discussed concerns about debris blocking drainage following Hurricane Irma.

Resident Mark Sandler asked where maintenance of Tiki Island fits in. Mr. Marquardt stated there are structures on the island and a dock attached to the island and the HOA budget includes monies set aside for contingencies. Mr. Urbancic stated he would review property ownership of the assets in question. Mr. Sandler expressed concern that the "Legal" expenses budget is inadequate.

Resident Laurie Sandler expressed concern with the budget cuts discussed today. She felt that cutting a line item from \$230,000 to \$50,000 would not leave adequate funds in the event of a disaster.

Resident Al San Souza expressed his agreement with Ms. Sandler.

Ms. Desjardins stated, as she listened, she realized how important it is to have a global view and prioritize and to lean on Mr. Cole's knowledge about the community. She asked what really needs to be done to remedy lake erosion and stated she would like to have a list of assets and a list of delineation between the HOA and the CDD. She felt that it is critical to prioritize without cutting the budget too much.

Mr. Desjardins agreed that the Board should not be overly aggressive in cutting the budget and losing needed contingencies. He asked if the Reflection Lakes drainage easement

out to 41 is a CDD responsibility. He asked what the annual littoral shelf plantings cost, in terms of the community, and expressed support for preemptively planting and budgeting properly.

A resident asked if the bonds could be refinanced. Ms. Cerbone stated the 2014 and 2018 bonds have a 10-year call period and, while neither bond is currently eligible, the bond Underwriters are checking to see if there is an early call provision. He requested a summary of the budget reductions discussed. Mr. Marquardt stated this would be discussed further.

Resident and HOA President Randy Sparrazza stated, in the event of a catastrophic storm or event, the landscaping company contract included a provision that they would immediately attend to storm cleanup.

On MOTION by Mr. Marquardt and seconded by Ms. Hill with all in favor, the Public Hearing was closed.

The following changes were made to the proposed Fiscal Year 2022 budget:

Page 1, "Engineering": Change \$20,000 to \$25,000

Page 1, "Operations management": Change \$5,000 to \$0

Page 1, "Drainage / catch basin maintenance": Change \$5,000 to \$3,000

Page 1, "Lake maintenance / water quality": Change \$110,000 to \$75,000

Page 1, "Other repairs & maintenance": Change \$230,000 to \$75,000

Ms. Cerbone reviewed estimated updated figures for "Professional and Admin", "Field Operations", "Other Fees & Charges" and "Total expenditures". She reviewed the "Projected Assessments" and stated, while the Debt Service Fund assessments would not change, the General Fund assessment would be reduced from \$678.62 to approximately \$443.12.

Ms. Cerbone presented Resolution 2021-10.

On MOTION by Mr. Marquardt and seconded by Ms. Hill, with all in favor, Resolution 2021-10, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022, as amended; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

410	•	Presentation of Audited Financial S	tatements for the Fiscal Year Ended September 30,
411		2020, Prepared by Carr, Riggs & Ing	ram, LLC
412		This item, previously the Fifteenth	Order of Business, was presented out of order.
413		Mr. Jowers presented the Audited F	inancial Report for Fiscal Year Ended September 30,
414	2020.	There were no findings, irregular	ities or instances of noncompliance; it was an
415	unmo	dified opinion, otherwise known as a	clean audit.
416	•	Consideration of Resolution 2021-2	3, Accepting the Audited Financial Statements for
417		the Fiscal Year Ended September 30), 2020
418		This item, previously the Sixteenth	Order of Business, was presented out of order.
419			
420 421 422			seconded by Ms. Godfrey, with all in favor, Audited Financial Statements for the Fiscal as adopted.
423 424 425 426 427 428 429 430	TWELI	FTH ORDER OF BUSINESS	Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2021/2022, Pursuant to Florida Law
431	A.	Proof/Affidavit of Publication	
432	В.	Mailed Notice(s) to Property Owner	rs
433		These items were included for inform	mational purposes.
434	C.	Consideration of Resolution 2021-1	1, Making a Determination of Benefit and Imposing
435		Special Assessments for Fiscal Ye	ear 2021/2022; Providing for the Collection and
436		Enforcement of Special Assessme	nts, Including but Not Limited to Penalties and
437		Interest Thereon; Certifying an As	sessment Roll; Providing for Amendments to the
438		Assessment Roll; Providing a Severa	bility Clause; and Providing an Effective Date
439			
440 441 442		On MOTION by Mr. Marquardt and the Public Hearing was opened.	seconded by Ms. Godfrey, with all in favor,

Resident Gary Carinci asked how many people reside in the CDD. Ms. Cerbone stated under, Florida Statute, the CDD gets information from the Property Appraiser and assessments are calculated for each parcel or platted lot.

Ms. Desjardins suggested installing a reservoir or tank for irrigation during the dry season.

A resident thanked the Board and Staff for being conscientious.

Resident Michael Considine asked if there is an issue with letting the public use the recreational lake since public monies were used to build the lakes. Mr. Urbancic stated the lakes are set aside for water management purposes; the lakes are open to the public for inspection but the lakes are not open for recreational purposes. The issue may need to be addressed in the future, from a rulemaking standpoint, in conjunction with the HOA.

Mr. Marquardt stated, if the CDD had assumed responsibility for the roads, it would be required to allow public access on the roads. Presumably, members of the public would need access to the property to launch a boat and a fee could be charged.

Mr. Matystik thanked the Board for reducing the assessment. He asked if the Board could take a revenue anticipation note instead of including the three months working capital in the assessment. Ms. Cerbone stated that might be possible but the assessment increase was necessitated by the CDD assuming responsibility for maintenance from the HOA.

Mr. Matystik asked if assessing more up front would result in a surplus of 25%. Ms. Cerbone stated it was a defined surplus to be used for projects at the Board's discretion.

A resident asked why it is necessary to assess residents to cover the three months working capital if there was an excess from the previous year. Ms. Cerbone discussed the need to supplement working capital in the early part of the fiscal year, before revenues are received.

On MOTION by Mr. Marquardt and seconded by Ms. Hill, with all in favor, the Public Hearing was closed.

Ms. Cerbone presented Resolution 2021-11.

On MOTION by Mr. Marquardt and seconded by Ms. Hill, with all in favor, Resolution 2021-11, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

THIRTEENTH ORDER OF BUSINESS

Consideration of Generator Encroachment Agreement [Ralph Guyer, 14316 Neptune Avenue]

Ms. Cerbone presented the Agreement. The property owner provided the plan and the District Engineer reviewed the plan and found no issues.

On MOTION by Mr. Marquardt and seconded by Ms. Hill, with all in favor, the Generator Encroachment Agreement, was approved.

FOURTEENTH ORDER OF BUSINESS

Consideration of Resolution 2021-12, Establishing Policies and Procedures Relating to the Review of Requests for Encroachments by Generators into Drainage Easements; and Providing for Severability, Conflicts and an Effective Date

Ms. Cerbone stated District Counsel prepared these Policies and Procedures similar to those for dock approvals. Requests would be submitted to the District Manager and reviewed by the District Engineer. Property owners must submit a \$250 review fee plus recording costs for a total of \$319.50. Authorizing the Chair to execute the Agreement was suggested.

On MOTION by Mr. Marquardt and seconded by Ms. Hill, with all in favor, Resolution 2021-12, Establishing Policies and Procedures Relating to the Review of Requests for Encroachments by Generators into Drainage Easements; and Providing for Severability, Conflicts and an Effective Date, was adopted.

513 514 515 516 517 518	FIFTEI	ENTH ORDER OF BUSINESS This item was presented following the Eleve	Presentation of Audited Financial Statements for the Fiscal Year Ended September 30, 2020, Prepared by Carr, Riggs & Ingram, LLC enth Order of Business.
519520521522523524525	SIXTE	ENTH ORDER OF BUSINESS This item was presented following the Eleve	Consideration of Resolution 2021-13, Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2020 enth Order of Business.
526 527 528 529	SEVEN	NTEENTH ORDER OF BUSINESS	Approval of Unaudited Financial Statements as of June 30, 2021
530 531		Ms. Cerbone presented the Unaudited Fina	
532 533 534 535		On MOTION by Mr. Marquardt and secon Unaudited Financial Statements as of June	-
536 537 538	EIGHT	Ms. Cerbone presented the following:	Approval of Minutes
539	A.	February 9, 2021 Continued Regular Meeti	ing
540	В.	June 2, 2021 Regular Meeting	
541			
542 543 544 545		On MOTION by Mr. Marquardt and seconthe February 9, 2021 Continued Regular Meeting Minutes, as presented, were app	Meeting and the June 2, 2021 Regular
545 546 547	NINET	TEENTH ORDER OF BUSINESS	Other Business
548 549		There was no other business.	

NAPLES RESERVE CDD	DRAFT	August 17	, 2021
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TWENTIETH ORDER OF BUSINESS	Staff Reports
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- 553 A. District Counsel: Coleman, Yovanovich & Koester, P.A.
- There was nothing further to report.
- 555 B. District Engineer: Hole Montes, Inc.
- There was nothing further to report.
- 557 C. District Manager: Wrathell, Hunt and Associates, LLC
 - I. Disaster Debris Removal & Disposal and Disaster Debris Monitoring & Reimbursement Consulting Services
 - Registration with Collier County

Ms. Cerbone stated the CDD filed with Collier County to request assistance with debris removal and road clearing. The County is aware that the CDD does not own the roads. The filing was done with the County's knowledge, as a precaution.

Piggyback Agreement Options

Ms. Cerbone stated, when a governmental agency has a contract with another party, another governmental agency can generally utilize that agreement without the rates changing. Collier County and the City of Naples have an Agreement for debris removal and disposal services with CrowderGulf. The CDD has the option of entering into a Piggyback Agreement with CrowderGulf. CrowderGulf advised that it has the capacity to assist the CDD with water clearing, in the event of a storm event.

RFP for Emergency Disaster Debris Removal & RFP for Disaster Debris Monitoring and Reimbursement Management Services

Ms. Cerbone stated the CDD would be also required to utilize a debris removal monitoring company and could enter into a Piggyback Agreement with Rosten, a firm that also specializes in filing claims with FEMA. The other option would be to advertise a Request for Proposals (RFP) but this would require time and the cost of legal advertising. She discussed the possible benefits of entering into a piggyback agreement with a local company. The consensus was to enter into a piggyback agreement instead of utilizing the RFP process. Mr. Marquardt directed Ms. Cerbone to include the Agreements on the next Agenda.

II. NEXT MEETING DATE: October 7, 2021 at 10:30 AM

The October 7, 2021 meeting would be canceled. Ms. Cerbone stated she would work with the Chair and Staff to schedule the next meeting, most likely in late October or early November.

TWENTY-FIRST ORDER OF BUSINESS Audience Comments

Mr. Soffer asked if his cracked drain cover could be replaced. Mr. Marquardt stated he noted the address. Mr. Cole would inspect the drain.

A resident asked if the CDD is uncovered for debris removal. Ms. Cerbone stated the CDD has a Maintenance Agreement with the HOA so it is technically the HOA's responsibility. In a state of emergency and to qualify for FEMA funding she could work with District Counsel and have the Chair execute the piggyback agreement.

Resident Don Skenderian stated he is a member of the Design Review Committee (DRC). He asked about the procedure for approval of generators, with regard to CDD easements.

Discussion ensued with the Board Liaison for the DRC. Mr. Marquardt stated he would discuss this after the meeting. A procedure would be posted on the website.

TWENTY-SECOND ORDER OF BUSINESS Supervisors' Requests

There were no Supervisors' requests.

TWENTY-THIRD ORDER OF BUSINESS

Adjournment

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

On MOTION by Ms. Godfrey and seconded by Ms. Hill, with all in favor, the meeting adjourned at 1:26 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

614	
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621 Secretary/Assistant Secretary	Chair/Vice Chair

DRAFT

August 17, 2021

NAPLES RESERVE CDD

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

Naples Reserve Community Development District

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2021 CANCELED	Regular Meeting	10:30 AM
October 14, 2021	Workshop	10:30 AM
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Join Zoom Meeting: https://zoom.us/j/93710553245?pwd=L2xyZTBXLzVIM0NESVNoUHhGTFQzdz09
Meeting ID: 937 1055 3245

Passcode: 521802

Dial by Location: 1 929 205 6099 Meeting ID: 937 1055 3245 Passcode: 521802

November 3, 2021	Regular Meeting	10:30 AM
November 4, 2021 CANCELED	Regular Meeting	10:30 AM
December 2, 2021	Regular Meeting	10:30 AM
January 6, 2022	Regular Meeting	10:30 AM
February 3, 2022	Regular Meeting	10:30 AM
March 3, 2022	Regular Meeting	10:30 AM
April 7, 2022	Regular Meeting	10:30 AM
May 5, 2022	Regular Meeting	10:30 AM
June 2, 2022	Regular Meeting	10:30 AM
July 7, 2022	Regular Meeting	10:30 AM
August 4, 2022	Public Hearing & Regular Meeting	10:30 AM
September 1, 2022	Regular Meeting	10:30 AM