### **NAPLES RESERVE**

COMMUNITY DEVELOPMENT
DISTRICT

March 14, 2024

**BOARD OF SUPERVISORS** 

REGULAR
MEETING AGENDA

### NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

# AGENDA LETTER

### Naples Reserve Community Development District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W 

Boca Raton, Florida 33431

Phone: (561) 571-0010 

Toll-free: (877) 276-0889 

Fax: (561) 571-0013

March 7, 2024

**ATTENDEES:** 

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

Board of Supervisors Naples Reserve Community Development District

Dear Board Members:

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

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Chair's Opening Remarks
- 4. Update: Leeward Drainage Mitigation
- 5. Consideration of Napier Sprinkler, Inc. Proposals
  - A. Proposal #e1327 [14398 Laguna Springs] Grading Slope Correction
  - B. Proposal #e1350 [14266 Galley Ct] Grading Slope Correction
  - C. Proposal #e1378 [14749 Leeward Dr] Drainage Correction
- 6. Discussion: Storm Drains
- 7. Acceptance of Unaudited Financial Statements as of January 31, 2024
- 8. Approval of February 1, 2024 Regular Meeting Minutes
- 9. Other Business
- 10. Staff Reports
  - A. District Counsel: Coleman, Yovanovich & Koester, P.A.
    - Draft Stormwater Management Rules and Policies
  - B. District Engineer: Bowman Consulting Group LTD
  - C. Operations Manager: Wrathell, Hunt and Associates, LLC

Board of Supervisors Naples Reserve Community Development District March 14, 2024, Regular Meeting Agenda Page 2

- Monthly Report
- Proposal/Treatment Plan to Better Manage Lakes
- D. District Manager: Wrathell, Hunt and Associates, LLC
  - NEXT MEETING DATE: May 9, 2024 at 10:00 AM
    - O QUORUM CHECK

SEAT 1	LISA WILD	☐ In Person	PHONE	☐ No
SEAT 2	THOMAS MARQUARDT	☐ In Person	PHONE	☐ No
SEAT 3	DEBORAH LEE GODFREY	In Person	PHONE	☐ No
SEAT 4	GREGORY INEZ	☐ In Person	PHONE	□No
SEAT 5	Anna Harmon	☐ In Person	PHONE	□No

- 11. Public Comments
- 12. Supervisors' Requests
- 13. Adjournment

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

Sincerely,

Jamie Sanchez District Manager FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 131 733 0895

## NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

Napier Sprinkler, Inc.

4001 Santa Barbara Blvd #237

Naples, FL 34104

#### **Proposal**

Date	Proposal #
2/6/2024	e1327

Name / Address		
Naples Reserve CDD		

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

nature
nature

# NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

**5B** 

Napier Sprinkler, Inc.

4001 Santa Barbara Blvd #237 Naples, FL 34104

#### **Proposal**

Date	Proposal #
2/19/2024	e1350

Name / Address
Naples Reserve CDD

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

Customer Signature

Napier Sprinkler, Inc.

4001 Santa Barbara Blvd #237

Naples, FL 34104

#### **Proposal**

Date	Proposal #
2/19/2024	e1350

Naples Reserve CDD	

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

Customer Signature

# NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

Napier Sprinkler, Inc.

4001 Santa Barbara Blvd #237

Naples, FL 34104

#### **Proposal**

Date	Proposal #
3/8/2024	e1378

Name / Address		
Naples Reserve CDD		

Project

Description	Qty	Cost	Total
14749 Leeward Dr Laser Grading Daily Rate Driver/Groundsmen/Laborers Hauling Trash Materials -Debris Dump Load Floratam Sod Pallet Delivered & Installed 8" ADS Drainage Pipe installation per foot Concrete Drilling - Tapping  Adrian & Ian have met on site to go over the site plan & drainage plans. The project at hand is to rectify the elevations impeding the flow of water & drainage. Due to some pool work and other factors related the elevation behind lot 12-13-14 have some work that needs to be addressed. The elevations set on the sit plan need to be dropped from the current elevations to a 6.80-7.20 FFE (Finished floor Elevation). Once the elevation is achieved and the hill behind the properties is sloped gradually, the drainage portion will begin. For the drainage aspect Adrian and his crew will dig a 10 x 14" x 10 x 14" trench depending on the % of slope the drainage pipe needs to be set at. The 8" ADS pipe will be connected at the beginning with a 12" catch basin box that will work its way towards the concrete swell box. There will be one more 12" catch basin in between lot 12/14 that will be the last stop until the water drains into the concrete swell box. The pipe will be set at the required elevation & slope. Once the pipe is set and the truck is back filled, the final grade will take place the following day all sodding & rolling will take place.	2 2 9 7 128 1	3,600.00 720.00 600.00 540.00 43.20 360.00	7,200.00 1,440.00 5,400.00 3,780.00 5,529.60 360.00
		Total	\$23,709.60

Customer Signature	
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### NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

# UNAUDITED FINANCIAL STATEMENTS

NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2024

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

	(	General Fund	Debt Service Fund Series 2014	Debt Service Fund Series 2018	Go	Total overnmental Funds
ASSETS						
Cash	\$	785,122	\$ -	\$ -	\$	785,122
Investments						
Reserve		-	554,351	586,573		1,140,924
Revenue		-	517,100	284,219		801,319
Prepayment		-	114	1,183		1,297
Due from general fund		-	43,594	47,090		90,684
Due from debt service fund - series 2014		-	-	38,728		38,728
Due from other	_	320	<u>+ 4 445 450</u>	<u>+ 057 702</u>	Φ.	320
Total assets	\$	785,442	\$ 1,115,159	\$ 957,793	\$	2,858,394
LIABILITIES Liabilities: Due to debt service fund - series 2014 Due to debt service fund - series 2018 Retainage Payable Developer advance		43,594 47,090 10,701 1,500	- 38,728 - -	- - -		43,594 85,818 10,701 1,500
Total liabilities		102,885	38,728	-		141,613
FUND BALANCES: Restricted for Debt service Assigned		-	1,076,431	957,793		2,034,224
3 months working capital		109,825	-	-		109,825
Lake bank remediation		243,013	-	-		243,013
Unassigned		329,720	- 4 070 404			329,720
Total fund balances		682,558	1,076,431	957,793		2,716,782
Total liabilities and fund balances	\$	785,443	\$ 1,115,159	\$ 957,793	\$	2,858,395

# NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND

FOR THE PERIOD	ENDED JA	ANUARY 31	2024
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	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 19,662	\$562,112	\$591,583	95%
Miscellaneous income	3,033	10,056		N/A
Total revenues	22,695	572,168	591,583	97%
EXPENDITURES				
Administrative				
Engineering	-	2,589	40,000	6%
Audit	-	-	7,200	0%
Legal	289	1,603	20,000	8%
Management, accounting, recording	4,080	16,320	48,960	33%
Debt service fund accounting	458	1,832	5,500	33%
Postage	11	48	500	10%
Insurance	-	7,160	7,574	95%
Trustee	-	5,052	5,300	95%
Trustee - second bond series	-	-	5,300	0%
Arbitrage rebate calculation	407	500	1,500	33%
Dissemination agent	167	667	2,000	33%
Telephone	4	17	50	34%
Printing & binding	28	117	350 1.200	33% 0%
Legal advertising Annual district filing fee	-	- 175	1,200	100%
Contingencies	-	175	500	0%
Website	-	- 705	705	100%
ADA website compliance	-	705	210	0%
Property appraiser	-	2,206	9,243	24%
Tax collector	393	11,233	12,325	91%
Total administration expenses	5,430	50,224	168,592	30%
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Field Operations				
Operations management	625	2,500	7,500	33%
GIS Solutions	2,000	2,000	12,000	17%
Drainage / catch basin maintenance	-	-	6,500	0%
Other repairs and maintenance	-	13,326	150,000	9%
Lake maintenance / water quality		13,783	71,987	19%
Total field operations expenses	2,625	31,609	247,987	13%
Total expenditures	8,055	81,833	416,579	20%
Excess (deficiency) of revenues	44.046	400.005	475.007	
over/(under) expenditures	14,640	490,335	175,004	
Fund balance - beginning	667,918	192,223	184,143	
Fund balance - ending				
Assigned				
3 months working capital	109,825	109,825	109,825	
Lake bank remediation	243,013	243,013	243,013	
Unassigned	329,720	329,720	6,309	
Fund balance - ending	\$682,558	\$682,558	\$359,147	

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				Daaget
Assessment levy: on-roll	\$ 17,848	\$ 510,247	\$537,000	95%
Interest	4	15	· ,	N/A
Total revenues	17,852	510,262	537,000	95%
EXPENDITURES				
Debt service				
Principal	-	155,000	155,000	100%
Interest		179,781	355,881	51%
Total debt service		334,781	510,881	66%
Other fees and charges				
Tax collector	357	10,196	11,188	91%
Property appraiser		2,003	8,391	24%
Total other fees and charges	357	12,199	19,579	62%
Total expenditures	357	346,980	530,460	65%
Excess/(deficiency) of revenues				
over/(under) expenditures	17,495	163,282	6,540	
Fund balances - beginning	1,058,936	913,149	900,022	
Fund balances - ending	\$1,076,431	\$1,076,431	\$906,562	

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 19,279	\$ 551,163	\$580,060	95%
Interest	2,260	9,755		N/A
Total revenues	21,539	560,918	580,060	97%
EXPENDITURES				
Debt service				
Principal	-	160,000	160,000	100%
Interest		198,647	394,094	50%
Total debt service		358,647	554,094	65%
Other fees and charges				
Property appraiser	-	2,149	9,063	24%
Tax collector	386_	11,014_	12,085	91%
Total other fees and charges	386	13,163	21,148	62%
Total expenditures	386	371,810	575,242	65%
Excess/(deficiency) of revenues				
over/(under) expenditures	21,153	189,108	4,818	
Fund balances - beginning	936,640	768,685	735,618	
Fund balances - ending	\$957,793	\$ 957,793	\$740,436	

# NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

# MINUTES

#### **DRAFT**

1 2 3 4	N	UTES OF MEETING APLES RESERVE Y DEVELOPMENT DISTRICT		
5	The Board of Supervisors of the N	aples Reserve Community Development District held a		
6	Regular Meeting on February 1, 2024 at 2	10:30 a.m., at the Island Club at Naples Reserve, 14885		
7	Naples Reserve Circle, Naples, Florida 342	114.		
8 9	Present were:			
10	Thomas Marquardt	Chair		
11	Deborah Lee Godfrey	Vice Chair		
12	Anna Harmon	Assistant Secretary		
13 14	Lisa Wild (via telephone)	Assistant Secretary		
15	Also present:			
16	·			
17	Jamie Sanchez	District Manager		
18	Shane Willis	Operations Manager		
19	Meagan Magaldi	District Counsel		
20	Terry Cole (via telephone)	District Engineer		
21	Felipe Lemus	FL GIS Solutions, LLC		
22	Andy Nott	Superior Waterways		
23	Ken Dixon	Assistant General Manager, Naples Reserve		
24		HOA		
25	Gregory Bayer	Resident		
26	Sophia Gutierrez	Resident		
27 28 29	FIRST ORDER OF BUSINESS	Call to Order/Roll Call		
30	Ms. Sanchez called the meeting to	o order at 10:33 a.m. Supervisors Marquardt, Harmon,		
31	and Godfrey were present. Supervisor V	Wild attended via telephone. Supervisor Inez was not		
32	present.			
33				
34 35	SECOND ORDER OF BUSINESS	Public Comments		
36	Resident Gregory Bayer complain	ed that littorals planted to the right of his home and in		
37	the eastern side of the lake have grown	significantly, impeding his lake views and ability to fish		
38	from his property. He wants to know the	e CDD's plan for managing littorals as they continue to		
39	grow and encompass areas that were not	originally part of the plantings.		
40	Mr. Marquardt stated the Developer had to present a littoral plan, which was approve			

by the County. The plan required a certain amount of area to be planted. The expectation was

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that plants would grow perhaps 10% to 13% initially and as much as 90%, over time with the understanding that the plant life is helping the lakes. The CDD removes invasive weeds and has discussed littoral management and resident requests many times but this is a difficult situation to address because the littorals benefit the lake. The Board is hesitant due to the requirements for littorals, the potential consequences of removing beneficial littorals, the possibility of being inundated with requests and how to decide which, if any, requests to accommodate.

Mr. Willis expressed agreement with Mr. Marquardt's statements and noted that littoral plantings hold the lake banks together; they very important for erosion control, nutrient elimination and providing a habitat for fish and wildlife, such as fish and native frogs that reduce the mosquito population. While whether to remove littorals is a Board decision, he recommends that the littorals not be removed because it can create erosion problems. Other communities have established a Fishing Club or consolidated fishing areas where littorals are removed and fishing is allowed. While the lakes are beautiful, the lakes are part of the stormwater system and the main purpose of the lakes is to collect runoff water and allow sediment to settle in the lakes and the littorals filter the nutrients out of the runoff water. While the lakes are a stormwater system and not an aesthetic feature, the CDD tries to manage them to provide a more aesthetically pleasing appearance. In his opinion, if the CDD accommodates a homeowner's fishing area, it will likely spur additional requests from other homeowners who want accommodations made for them for fishing or aesthetic reasons.

Mr. Marquardt stated the Board has discussed this matter numerous times without reaching any conclusion other than not to take action now.

Mr. Willis stated his understanding that the littoral bands are meant to be 12' to 15' wide to prevent the motion of the water from causing erosion and to act as a filter.

Mr. Nott stated one of the CDD's challenges is the loss of water; when water levels are low, the beneficials have an opportunity to establish farther and farther out. With Board approval, technicians can spray certain areas, somewhat, but he does not recommend removing littorals behind homes. Most communities have fishing areas of 20' to 30' wide, at the most, in common areas on one end of a lake. The littoral plants are present for a reason and the Developer was required to plant them; a certain amount is required and, once they are removed from one house, more requests are likely. If the littoral plants spread too far, spray treatments can be used to control growth but only with Board approval.

Mr. Willis noted that shrinking the littoral ribbon might be a good compromise.

Mr. Nott stated treatments could be applied occasionally; the challenge is that there are exposed banks when water levels are low and littorals can spread. If certain areas are designated, they can be treated at the shoreline according to a schedule, provided boats can get into the water.

Mr. Willis asked about replacing spikerush with swamp lily. Mr. Nott stated that is possible but spikerush is preferred because it is a hardy plant, it is the easiest to grow and it spreads easily.

Mr. Marquardt stated the areas that suffered a lot of erosion had no littorals but, had there been littorals, the erosion might have been prevented.

Mr. Nott stated spikerush is planted to prevent erosion. Asked if water rising will cause spikerush to disappear, Mr. Nott stated some littorals might disappear but, once spikerush is established, it can continue to grow in 7' of water.

- Mr. Bayer stated the littoral shelf on the side of his home extends 40' into the lake.
- Mr. Willis will research whether that is an area of dedicated littoral shelf marsh.

A Board Member noted that some residents do not like the littoral shelf while others want more littorals; the bottom line is that the littoral shelf is not going away.

Mr. Ken Dixon, the new HOA Assistant Manager of the HOA voiced his opinion that a 30' wide littoral shelf far exceeds the requirements. He stated that numerous homeowners complain to him that low water levels lead to torpedo grass and undesirables and asked who is the responsible party.

Mr. Marquardt stated the CDD is responsible; invasive weeds are treated by the contractor, Superior Waterway. He noted that these questions should be referred to the CDD.

Mr. Willis stated the area between the high-water mark and the property line will be discussed. He will assess the lake and make a proposal for managing these issues.

Mr. Nott will assist Mr. Willis in this regard.

Ms. Harmon stated she received complaints from homeowners and she promised to pass on their addresses at the meeting. The homeowners at 14511 Stillwater Way and the home next to it complained that they are on the right-of-way (ROW) and, in their opinion, the appearance is very ugly.

Mr. Willis stated, despite warm weather in winter, Florida foliage goes through a brown season; this is likely what they are observing. He will inspect the area and provide updates.

NAPLES RESERVE CDD	DRAFT	February 1, 2024
Ms. Godfrey stated the	CDD permit requires vegetation	n to be maintained according to
guidelines in order to avoid fine	es. The Board and Staff will addre	ess the issues.
Resident Sophia Gutierro	ez voiced her opinion that landso	capers do not trim adequately.
Mr. Marquardt stated th	nat topic will be discussed later ir	n the meeting.
	Ms. Godfrey stated the guidelines in order to avoid fine Resident Sophia Gutierr	NAPLES RESERVE CDD DRAFT  Ms. Godfrey stated the CDD permit requires vegetation guidelines in order to avoid fines. The Board and Staff will address Resident Sophia Gutierrez voiced her opinion that landsomer. Mr. Marquardt stated that topic will be discussed later in

#### THIRD ORDER OF BUSINESS

#### **Chair's Opening Remarks**

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Mr. Marquardt stated the HOA is transitioning to BrightView Landscaping (BrightView) as its landscaping vendor. In the past, the HOA and the CDD had an understanding whereby the HOA vendor would mow and maintain certain areas in the CDD setback. This has been helpful, as it is easier for the HOA vendor to maintain the areas rather than the CDD hiring a separate contractor at greater expense. He noted that homeowners pay both the CDD and the HOA for certain services and Heidi agreed that the goal is to get the job done as efficiently as possible. He is unclear that this understanding is still clear due to the transition to BrightView. He emailed Heidi to suggest that he meet with the new HOA contractor to discuss this. This lends itself to upcoming discussions about GreenPointe, because the CDD does not expect the HOA to weed whack weeds that the mower cannot reach. He and Ms. Sanchez have discussed whether a Memorandum of Understanding is necessary; this will be discussed further.

#### Discussion: Change to Fiscal Year 2023/2024 Meeting Schedule

This item was an addition to the agenda.

Mr. Marquardt stated Mr. Willis was promoted to District Manager of another CDD that is well north of Naples Reserve CDD. As this creates a scheduling conflict, he proposed adjusting the meeting time to ensure that Mr. Willis can continue attending Naples Reserve CDD meetings in person.

The Board and Staff discussed rescheduling meetings to the second Thursday of the originally scheduled months at 10:00 a.m.

Mr. Willis and Ms. Sanchez thanked the Board and Staff for accommodating the schedule change.

The following changes were made to the Fiscal Year 2024 Meeting Schedule:

DATE: Change to March 14, May 9, June 13, August 8 and September 12, 2024

TIME: Change "10:30 AM" to "10:00 AM"

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On MOTION by Ms. Wild and seconded by Ms. Godfrey, with all in favor, the Fiscal Year 2024 Meeting Schedule, amended as discussed, was approved.

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

Consideration of Resolution 2024-01, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Collier County Supervisor of Elections Begin Conducting the District's General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date

Ms. Sanchez presented Resolution 2024-01. Seats 1, 3 and 4, currently held by Supervisors Lisa Wild, Deborah Godfrey and Gregory Inez, respectively, will be up for election at the November 2024 General Election. Interested parties should contact the Supervisor of Elections. The candidate qualifying period is noon, June 10, 2024 to noon, June 14, 2024. Candidates must be a citizen of the United States, at least 18 years of age, a legal resident of Florida, reside within the CDD and be a registered voter in Collier County.

Mr. Marquardt noted that none of the current Supervisors chose to receive compensation. He asked for Page 1, Section 3 of the Resolution to be revised to indicate that Members of the Board "may" receive compensation.

Ms. Harmon asked if CDD Supervisors will be subject to the new Form 6 requirements. Ms. Magaldi stated they are not; the new disclosure rules apply to City Council members and other municipal officials.

The following change was made to Resolution 2024-01:

Section 3, First Line: Insert "may" before "receive"

On MOTION by Mr. Marquardt and seconded by Ms. Harmon, with all in favor, Resolution 2024-01, in substantial form, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Collier County Supervisor of Elections Begin Conducting the District's General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Presentation of Florida GIS Activation

- 176 Mr. Felipe Lemus demonstrated the Florida GIS application and discussed the work done 177 in the last month. He noted the following:
- 178 The application is live and the link is posted on the CDD website.
- 179 The "Legend" tab breaks down parcel ownership.
- 180 All individual homeowners are broken down into end users.
- Naples Reserve CDD, Naples Reserve HOA and Collier County are represented.
- 182 > Information accessed is linked to the Property Appraiser's website.
- 183 A legend to the right side includes pertinent information.
- The easements layer is under construction; when published, lake maintenance and utilities easements will be available.
- 186 Each drainage structure and pipe has its own unique ID.

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- 187 CDD pipes and non-CDD pipes will be differentiated and color-coded.
- Mr. Marguardt stated the application will be accessible to the CDD and the public.
- Discussion ensued regarding drainage swales, berms and catch basins.
  - Mr. Marquardt expressed his opinion that the party responsible for drainage swales depends. He noted that, in some instances, the property owner destroyed the flow and poorly constructed pools have created problems. This issue will be discussed later in the meeting; each property must be inspected to determine where the swale begins.
  - Mr. Willis stated, in some communities, the HOA or Design Review Committee (DRC) can add features, such as fences, to the GIS provided the HOA pays for that layer.
  - Discussion ensued regarding building the system and additional information and assets that can be added, such as pipe inspections, littoral shelves, fishing areas, etc.
  - Mr. Lemus demonstrated the Toolbox, Drainage Summary that includes pipe sizes and the measurement tool.
- 200 > Annual county-wide photos are uploaded to the GIS system; all photos are retained.
  - Mr. Willis stated the basic package was purchased and additional layers are available at an extra charge. The CDD could identify repairs, docks, affinity pools, restructured lake banks, etc., in a layer. The DRC and/or the HOA could pay for layers used for their purposes.
    - Asked if pipe sizes were officially verified, Mr. Lemus stated all data was collected via Engineering processes but not independently verified. Mr. Willis stated he can gather information from pipe inspection reports.
      - Ms. Wild left the meeting at 11:21 a.m.

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#### SIXTH ORDER OF BUSINESS

#### Discussion: District Landscaping Needs and Laguna Springs Drainage Report

Mr. Willis stated the options for the area between the high-water mark and where the landscapers currently stop cutting include hiring a landscape company, asking the HOA to enter into a Maintenance Agreement to provide the additional cutting or surveying the area to determine responsibility. A similar situation exists at another CDD where, in the interest of maintaining a uniform appearance throughout the community, the CDD entered into an Agreement with the HOA for the CDD to use the HOA's landscaping company for maintenance.

Mr. Willis stated, if the CDD uses its own landscaping company, he does not suggest maintenance more than once per month, due to the cost, which was quoted at approximately \$4,700 per month or \$60,000 per year.

Discussion ensued regarding difficulty accessing the waterline with a lawnmower, areas in question and efforts to obtain additional quotes.

Mr. Marquardt stated a long-term solution might be re-grading the property in a future year, beginning with one-third or one-quarter of the project per year.

Steep lake banks, the desire to prevent grass from going into the water, lake maintenance and the CDD's responsibility from the high-water mark to the water's edge were discussed.

Mr. Willis stated that a ribbon is not addressed. Ms. Harmon noted that the area has not been maintained. Mr. Marquardt suggested a one-time maintenance be performed in the short term, while long-term solutions are explored.

On MOTION by Mr. Marquardt and seconded by Ms. Godfrey, with all in favor, a one-time lake bank maintenance contract in the specified two communities, in an amount not to exceed \$5,000, was approved.

- Ms. Sanchez noted that the next meeting will be held on March 14, 2024 at 10:00 a.m.
- 238 Discussion ensued regarding exploring littoral options to replace spikerush.
- 239 Mr. Nott stated he will provide recommendations.
  - Mr. Cole stated Mr. Bob Ferguson will work with Mr. Willis to determine which lots will be regraded at the back side of the lots; he stated a proposal will be needed.

#### NAPLES RESERVE CDD DRAFT February 1, 2024

Mr. Marquardt thinks it will be helpful to identify those properties. He wants to see the proposal to advise property owners that their homes have been identified for re-grading.

Regarding the last two photographs included in the Sixth Order of Business, labeled "Berm Preventing Runoff" and "Water Pools Here", Mr. Cole stated, as he mentioned many times before, that berm must remain in sight and any water along the back side of those lots must drain into yard drains and/or catch basins and then flow internally into the property and then be treated in the lakes and go through a water management control structure before it discharges to the north. That berm is there for a purpose and it is supposed to block the runoff. It could be that the swale along the back side of those lots is incorrectly graded or, during construction of the homes, it might have been altered. The solution is that possibly to regrade some of the drainage along the back side of the homes or the pool cage; however, that is not something that the CDD caused.

Mr. Marquardt asked if that is something the CDD should supervise or approve. Mr. Cole stated the CDD should have some oversight. Mr. Marquardt asked if Mr. Cole is suggesting the response is to communicate to the property owner that the CDD has determined that this problem was caused by pool construction and that the property owner is responsible for repairing the damage, with CDD supervision. Mr. Cole replied affirmatively.

Mr. Cole will draft the letter stipulating that the CDD wants to review the plan before it is executed; Ms. Magaldi will review the letter before it is sent.

**Discussion: Leeward Drainage Mitigation** 

#### **SEVENTH ORDER OF BUSINESS**

Mr. Cole stated he and Mr. Bob Ferguson inspected the area; a recommended solution and proposal will need to be developed. They believe the cause of the problem is that the first lots to the left had homes on them and the third was built later and it looks like, when the pool and/or the house was built, excavated material was piled up into the swale that presumably existed before home construction. The rear drainage is supposed to drain from the back side of the lots to the east to an existing catch basin between the third and fourth lots. There is now a mounded area from the pool construction that must be reviewed to see how it can be regraded to drain so that the water from the first two lots does not pond up.

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272		Mr. Marquardt believes the area wa	as inspected before regradir	ng and consideration of a			
273	second drain. Mr. Cole will see if a yard drain is needed. A proposal will be presented at the						
274	next meeting.						
275	Ms. Sanchez stated she spoke with resident Bill Pokius for the first time two days ago						
276	and he	e stated he is affected by the constru	iction of this pool. She is ur	sure who he spoke to in			
277	the past; he might have been communicating with the HOA, as she did not find any						
278	commi	unications with CDD Staff. After fol	lowing up with Mr. Cole,	she thinks Mr. Pokius is			
279	affecte	ed. Mr. Willis will follow up with Mr. F	Pokius today.				
280		Mr. Marquardt will forward another	resident inquiry to Mr. Will	is.			
281							
282 283 284	EIGHTI	H ORDER OF BUSINESS		at Dock Encroachment Laguna Springs Lane]			
285		Ms. Sanchez presented the Boat	Dock Encroachment Agree	ment for 14342 Laguna			
286	Springs	s Lane, previously executed by the Ch	nair.				
287							
288 289 290 291		On MOTION by Ms. Godfrey and sthe Boat Dock Encroachment Agre ratified.	•	· ·			
292 293 294 295 296 297 298	NINTH	ORDER OF BUSINESS  This item was discussed during the S	Services, Inc. Pro [Clean Up Lake Ba Crown Point]	BrightView Landscape posal for Extra Work inks Around Bimini and			
299							
300 301 302	TENTH	ORDER OF BUSINESS	Acceptance of Statements as of D				
303		Ms. Sanchez stated budget discussion	_	eeting; a proposed Fiscal			
304	Year 20	025 budget might be presented at the	e May meeting.				
305	ı <del>.</del>			<del>-</del> -			
306 307		On MOTION by Mr. Marquardt and the Unaudited Financial Statement	-				

	NAPL	LES RESERVE CDD DRA	FT	February 1, 2024
309 310 311 312	ELEVI	ENTH ORDER OF BUSINESS	Approval of October Meeting Minutes	5, 2023 Regular
313 314 315		On MOTION by Mr. Marquardt and seco the October 5, 2023 Regular Meeting Min	•	•
316 317 318 319	TWEL	LFTH ORDER OF BUSINESS  There was no other business.	Other Business	
320		There was no other business.		
321 322	THIRT	TEENTH ORDER OF BUSINESS	Staff Reports	
323	A.	District Counsel: Coleman, Yovanovich &	Koester, P.A.	
324		Draft Stormwater Management R	ules and Policies	
325		Required Ethics Training		
326		Ms. Magaldi discussed the new requirem	ent for Supervisors to com	plete four hours of
327	ethics	ethics continuing education every year. Free trainings are available on the Florida Commission		Florida Commission
328	on Et	thics website. Completion will be reported	by checking a box on Form	1 in 2025. Proof of
329	comp	pletion need not be submitted but any	certificates, dates of comp	oletion, notes and
330	docur	mentation related to completion should be	retained. If a Supervisor w	hose seat is up for
331	electi	ion does not plan to run again, it is not nece	ssary to meet the requireme	ent.
332		Ms. Sanchez stated she will email the link	to coursework to Board Me	mbers.
333		Ms. Magaldi presented the new Draft Sto	rmwater Management Rules	and Policies.
334		Mr. Marquardt suggested the Board rev	riew the document and dis	cuss it at the next
335	meet	ing. Ms. Sanchez stated some comments	received were notated. Sh	e asked the Board
336	Mem	bers to email their questions to her in a	dvance, to help with disc	ussion at the next
337	meet	ing.		
338		This item will remain on the agenda.		
339	В.	District Engineer: Bowman Consulting Gr	oup LTD	
340		There was nothing further report.		
341	C.	Operations Manager: Wrathell, Hunt and	Associates, LLC	
342		I. Monthly Report		
343		Mr. Willis reported the following:		

	NAPL	ES RESERVE CDD	1	DRAFT	February 1, 2024	
344	>	A large irrigation b	reak occurred behi	ind a home on (	charthouse Circle. The contract was	
345	execu	executed, the repair was completed yesterday and the invoice was sent to the HOA. The				
346	propo	proposal is included in the report.				
347	>	A resident on Laguna Springs called the offices numerous times and claims that his				
348	phone	phone calls and communications are not being returned. He was called at least four times and				
349	messa	essages were left asking the resident to call back. The resident is convinced that there is a fire				
350	hazar	azard behind his home and, each time he called, he was advised that the area is part of the				
351	Picayı	une Strand so his inc	uiry should be dir	ected to the St	ate; was advised that it is not CDD	
352	prope	erty and the CDD can	do nothing.			
353		Mr. Willis recalled that, at the last meeting, a question was asked about how lake				
354	restor	restoration is conducted. He offered to show a brief one-minute video. The Board Members				
355	agree	greed to watch the video.				
356	D.	District Manager: V	Vrathell, Hunt and	l Associates, LLC		
357		NEXT MEET	ING DATE: March	7, 2024 at 10:30	AM	
358		o QUO	RUM CHECK			
359		The next meeting w	vill be held on Mar	ch 14, 2024, at 1	.0:00 a.m., not on March 7, 2024.	
360						
361	FOUR	TEENTH ORDER OF B	USINESS	Public Co	mments	
362 363		Mr Dixon asked M	r Willis to check th	he lake hank he	nind the house at 14748 Windward	
364	Lane.	Will Dixon usice Wi	wims to effect the	Te lake ballik be	mid the flouse at 117 to Williawara	
365	Larre.					
366	EIETEI	ENTH ORDER OF BUS	INFSS	Sunarvis	ors' Requests	
367		ENTIT ONDER OF BOS	IIVESS	Jupervis	ors requests	
368		There were no Sup	ervisors' requests.			
369		The Board and St	aff viewed the b	orief information	nal lake bank restoration video.	
370	Follov	ving the presentatior	, Mr. Willis stated	the prices for la	ake bank restoration generally start	
371	at \$49	9 per linear foot. The	e option shown co	sts \$100 per lin	ear foot and comes with a lifetime	
372	warra	nty, as opposed to a	three-year warran	ty for the less e	pensive options.	
373						
374 375	SIXTE	ENTH ORDER OF BUS	SINESS	Adjourni	nent	

On MOTION by Mr. Marquardt and seconded by Ms. Godfrey, with all in favor, the meeting adjourned at 11:57 a.m.

378		
379		
380		
381		
382	Secretary/Assistant Secretary	Chair/Vice Chair

DRAFT

February 1, 2024

NAPLES RESERVE CDD

### NAPLES RESERVE

**COMMUNITY DEVELOPMENT DISTRICT** 

# STAFF REPORTS A

#### STORMWATER MANAGEMENT RULES AND POLICIES FOR

#### NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

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

- a. This document shall be known and may be cited as the "Stormwater Management Rules and Policies for Naples Reserve Community Development District".
- b. The Board of Supervisors (the "<u>Board</u>") of Naples Reserve Community Development District (the "<u>District</u>") has the authority to adopt rules and policies pursuant to Chapter 190 of the Florida Statutes, as amended.
- c. These rules and policies shall be applicable to all those property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the master stormwater management system operated by the District.
- d. It is intended that these Rules will be administered in conjunction with the Gutter, Downspout, and Drainage Standards (the "Standards") published and enforced by the Design Review Committee of the Naples Reserve Homeowners Association, Inc., as may be amended from time to time. The Standards have been developed jointly by the Naples Reserve Homeowners Association, Inc. (the "Association") and the District to meet both the aesthetic needs of the Association as well as the functional needs required by the District to significantly limit erosion and washout to lake banks which may affect the proper operation of the Master Stormwater System (defined herein). A copy of the Standards may be obtained on the District's website at naplesreservecdd.net.

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

- a. The District was created pursuant to the provisions of Chapter 190, Florida Statutes (the "<u>Act</u>") and was established to provide for ownership, operation, maintenance, and provision of various public improvements, facilities and services within its jurisdiction. The purpose of these rules and policies (individually, each a "<u>Rule</u>" and collectively, the "<u>Rules</u>") is to describe the various policies of the District relating to stormwater management.
- b. Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- c. A Rule of the District shall be effective upon adoption by affirmative vote of the Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely

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

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

- d. The District is the operating entity responsible for the long-term operation and maintenance of the master stormwater management system servicing the property located within the boundaries of the District (the "Master Stormwater System"). The District owns certain real property and other improvements which comprise the Master Stormwater System. Stormwater lakes, ponds, control structures, lake interconnect piping, littoral plantings and natural wetlands are all integral parts of the Master Stormwater System. The owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly. The failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could result in significant damage or harm to real property, personal property and/or homes with the District.
- e. The Master Stormwater System is permitted through South Florida Water Management District ("SFWMD") and Collier County ("County"), and the regulations of such governmental bodies control the design, operation and use of the Master Stormwater System. Notwithstanding the same, consistent with the regulations of such entities there are certain practices and actions that can be controlled to enhance the effectiveness of the Master Stormwater System and improve the overall function and aesthetic value of the Master Stormwater System.
- f. Runoff from normal rain events, tropical storms and hurricanes originating from impervious surfaces such as roofs, gutters and downspouts, may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System. Based upon prior experiences of the District, undertaking corrective action for such events may result in the District expending significant sums of money to restore the Master Stormwater System (including lake banks) to maintain compliance with applicable permits and ensure public safety. These Rules are intended to establish rules and policies relating to the following installation and use of gutters and downspouts and other forms of drainage on privately owned property within the District ("Lot Outfall Improvements") that are discharging via overland flow or discharging directly into the District's lakes and wetlands. These Rules are intended to serve the following goals: (1) reduce and/or spread the volume of water flowing from an owner's property toward the lakes and wetlands within the District; (2) reduce the velocity of water flowing from an owner's property toward the lakes and wetlands; and (3) maintain compliance with applicable SFWMD and County permits and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Homes and Buildings Not Identified as Drainage Properties

Commented [MM7]: Will this work?

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

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

Commented [MM10]: Review and discuss

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

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

#### **Section 4.** Compliance with Laws

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

#### Section 5. Enforcement

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

#### **Section 6.** Effective Date

These Rules shall be effective upon their adoption.

Exhibit A – Stormwater Collection Illustrations

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

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

#### Exhibit "B"

#### LICENSE FOR ACCESS

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

#### RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

<b>IN WITNESS WHEREOF</b> , the parties have executed this License as of the day and year first above written.		
	LICENSOR:	
	Print Name:	
	LICENSEE:	
	NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT	
	By: Print Name: Title: Chairman / Vice Chairman	

#### EXHIBIT "A"

#### Depiction of the Property and License Area

(See Attached)

#### EXHIBIT "B"

#### **Plan for Drainage Improvements**

(See Attached)

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

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

#### **RECITALS**

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

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

**WHEREAS**, the District is obligated to operate and maintain these assets for the purpose of satisfying South Florida Water Management District ("<u>SFWMD</u>") permitting requirements, and satisfying obligations under the District's bond indentures to reasonably maintain assets funded with tax-exempt bond proceeds; and.

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

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

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

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

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

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

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

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

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

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

#### SECTION 3. ASSOCIATION OBLIGATIONS.

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

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

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

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

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

#### SECTION 6. PRE-SUIT MEDIATION; RECOVERY OF COSTS AND FEES.

Prior to filing any action to enforce this Agreement, the Parties shall mediate the dispute with a Florida licensed mediator unless the Parties agree to waive mediation. Each Party shall be responsible for half of the mediator's fee. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including

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

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

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

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

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

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

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

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

If to District: Naples Reserve Community Development District

Attn: District Manager

2300 Glades Road, Suite 410W Boca Raton, Florida 33431

With copy to: Coleman, Yovanovich & Koester, P.A.

Attn: Gregory L. Urbancic, Esq. 4001 Tamiami Trail North, Suite 300

Naples, FL 34103

If to Association: Naples Reserve Homeowners Association, Inc.

Attn: General Manager 14885 Naples Reserve Circle

Naples, FL 34114

With copy to: Varnum, LLP

Attn: S. Kyla Thompson, Esq.

999 Vanderbilt Beach Road, Suite 300

Naples, FL 34108

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

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

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

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

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

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

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

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

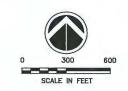
**IN WITNESS WHEREOF,** the Parties execute this Agreement the day and year first written above.

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

### NAPLES RESERVE

**COMMUNITY DEVELOPMENT DISTRICT** 

# STAFF REPORTS B



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4	2.6	.23
5	2.6	.23
6	1.9	.16
7	4.1	.42
8	6.1	.53
9	3.5	.68
10	3.2	.74
11	9.1	1.28
12	7.5	
13	8.8	.54
14	9.2	
15	7.5	
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17	6.7	
18	4.0	
19	7.0	
20	3.2	.35
21	61.1	5.00
24	50.0	
TOTAL	214.4	11.41

- NOTES:

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

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

COMMUNITY DEVELOPMENT DISTRICT LANDS



LAKE TRACTS CONVEYED TO CDD



PRESERVE TRACTS MAINTAINED BY HOA



DRAINAGE EASEMENTS AND PIPES MAINTAINED BY CDD

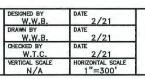


LAKE LITTORAL AREA

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

**NAPLES RESERVE** 

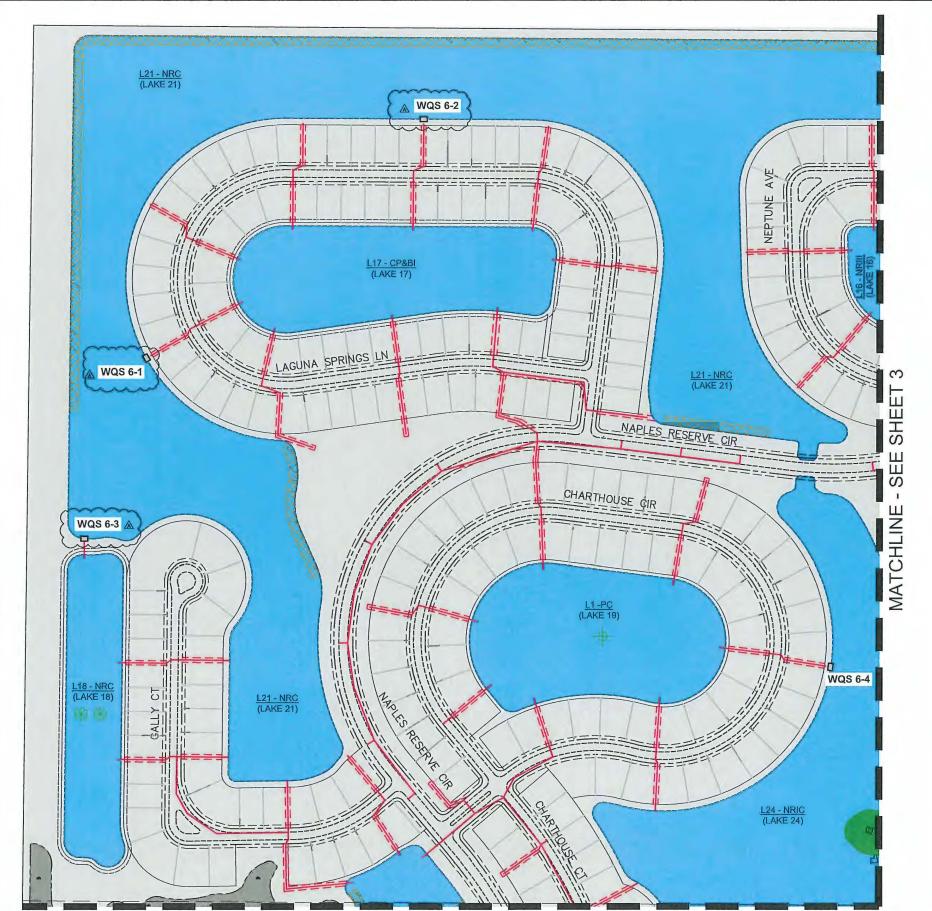


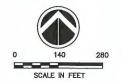


950 Encore Way Naples, FL. 34110 Phone: (239) 254-2000 Florida Certificate of Authorization No.1772

CDD DRAINAGE EASEMENTS and LAKE CONVEYANCE MAPS

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





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

COMMUNITY DEVELOPMENT DISTRICT LANDS

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DRAINAGE EASEMENTS AND PIPES
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LAKE LITTORAL AREA

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

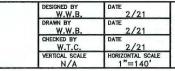
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NAPLES RESERVE



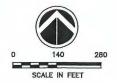


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CDD DRAINAGE EASEMENTS and LAKE CONVEYANCE MAPS

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





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

COMMUNITY DEVELOPMENT DISTRICT LANDS

LAKE TRACTS CONVEYED TO CDD

PRESERVE TRACTS MAINTAINED BY HOA

DRAINAGE EASEMENTS AND PIPES MAINTAINED BY CDD

LAKE LITTORAL AREA

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

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

NAPLES RESERVE



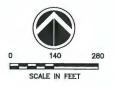


950 Encore Way Naples, FL. 34110 Phone: (239) 254-2000 Florida Certificate of Authorization No.1772

CDD DRAINAGE EASEMENTS and LAKE CONVEYANCE MAPS

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	PROJECT NO.	SHEET NO.	
DATE	2013.030	3 of 5	

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#### **LEGEND**

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

COMMUNITY DEVELOPMENT DISTRICT LANDS

PRESERVE TRACTS MAINTAINED BY HOA

LAKE TRACTS CONVEYED TO CDD

DRAINAGE EASEMENTS AND PIPES MAINTAINED BY CDD

LAKE LITTORAL AREA

PLAT REFERENCE C.H.I CORAL HARBOR PHASE I C.P.& B.I. CRANE POINT & BIMINI ISLE N.R.C. NAPLES RESERVE CIRCLE N.R.I.C.

NAPLES RESERVE ISLAND CLUB N.R.I NAPLES RESERVE PHASE I N.R.II NAPLES RESERVE PHASE II N.R.III NAPLES RESERVE PHASE III

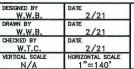
P.C. PARROT CAY S.C. SUTTON CAY

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**NAPLES RESERVE** 



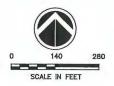


950 Encore Way Naples, FL. 34110 Phone: (239) 254-2000 Florida Certificate of Authorization No.1772

**CDD DRAINAGE EASEMENTS** and LAKE CONVEYANCE MAPS

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	PROJECT NO.	SHEET NO.
DATE	2013.030	4 of 5





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

COMMUNITY DEVELOPMENT DISTRICT LANDS

LAKE TRACTS CONVEYED TO CDD

PRESERVE TRACTS MAINTAINED BY HOA

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LAKE LITTORAL AREA

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	PROJECT NO.	SHEET NO.	
DATE	2013.030	5 OF 5	

## NAPLES RESERVE

**COMMUNITY DEVELOPMENT DISTRICT** 

# STAFF REPORTS

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

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

#### **LOCATION**

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

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

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