NAPLES RESERVE

COMMUNITY DEVELOPMENT
DISTRICT

June 13, 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

June 6, 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 June 13, 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. Presentation of Annual Quality Assurance Audit: Lake Maintenance
 - Discussion: Lake Bank Easement
- 5. Continued Discussion: Removal of Grasses
- 6. Continued Discussion: Spike Rush
- 7. Consideration of Resolution 2024-02, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
- 8. Consideration of Resolution 2024-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
- 9. Ratification of Encroachment Agreement for 14159 Nautica Court
- 10. Acceptance of Unaudited Financial Statements as of April 30, 2024
- 11. Approval of May 9, 2024 Regular Meeting Minutes

Board of Supervisors Naples Reserve Community Development District June 13, 2024, Regular Meeting Agenda Page 2

- 12. Other Business
- 13. Staff Reports
 - A. District Counsel: Coleman, Yovanovich & Koester, P.A.
 - Draft Stormwater Management Rules and Policies
 - B. District Engineer: Bowman Consulting Group LTD
 - C. Operations Manager: Wrathell, Hunt and Associates, LLC
 - Monthly Report
 - D. District Manager: Wrathell, Hunt and Associates, LLC
 - NEXT MEETING DATE: August 8, 2024 at 10:00 AM
 - QUORUM CHECK

SEAT 1	Lisa Wild	IN PERSON	PHONE	☐ No
SEAT 2	THOMAS MARQUARDT	☐ In Person	PHONE	☐ N o
SEAT 3	DEBORAH LEE GODFREY	☐ In Person	PHONE	☐ N o
SEAT 4	GREGORY INEZ	☐ In Person	PHONE	☐ No
SEAT 5	Anna Harmon	☐ In Person	PHONE	☐ N o

- 14. Public Comments
- 15. Supervisors' Requests
- 16. Adjournment

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

Sincerely,

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

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

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

NAPLES RESERVE

COMMUNITY DEVELOPMENT DISTRICT

OFFICE OF THE DISTRICT MANAGER 2300 Glades Rd., Suite #410w Boca Raton, FL 33431

MEMORANDUM

Date: May 13, 2024

To: Naples Reserve Board of Supervisors

From: Shane Willis – Operations Manager

Subject: Quality Assurance Audit – Lake Maintenance

Cc: File

Management recently conducted an on-site audit to review District owned Lakes. The audit was conducted on May 13th 2024.

Included in this report are the following:

- Evaluation Sheets for each Lake
- Pictures of each Lake
- Map of each Lake (previously provided)

There are (22) District owned Lakes, totaling 214.76 acres.

There is an Evaluation Sheet for each lake included - Please note the below observations, which may/may not require Board discussion and action for resolution:

- **Aeration System:** During the lake audit the aeration system was operating, there are multiple fountains in a number of lakes across the District.
- Lake Bank Remediation (LBR): The following have been identified for bank remediation projects:
 - o Lakes:

24/25 Budget year: 10, 13, 16, & 17 2-3 years: 5, 14, 21W, & 24E 3-5 years: 1, 6, 7, 19, 24W

Monitor: 12

Action Required: Proposals for bank remediation will be sourced and presented to the Board at a future meeting based upon Board guidance.

Management observed the following lakes had some type of issue of concern with bank weeds, Torpedo Grasses and Algae.

- o Minor compliance issues that require a work order: 6, 9, 10, & 11
- o Lakes Out of Compliance: 7 & 13

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

OFFICE OF THE DISTRICT MANAGER 2300 Glades Rd., Suite #410w Boca Raton, FL 33431

During the time of this inspection Management observed wildlife in and around the stormwater system that included Florida Mottled Ducks, Anhinga, Turtles, Bass, Pan Fish, Mosquito Fish, Herons, Ibis, Oscars, Shad, Alligators & Dragonflies.

Additionally, it is the recommendation of Management that the CDD implement a yearly program to install Littoral Shelf plants to ensure Lake Bank stabilization, this will help minimize Lake Bank erosion.

In conclusion, it is determined that the district's lakes are healthy ecosystems that are home to a wide variety of wildlife and with the proper maintenance moving forward it will remain so for the foreseeable future.

Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 1







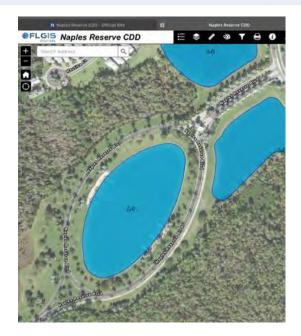
Photo 3

Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
The littoral shelf is very bare	
Is the lake absent any trash?	Yes

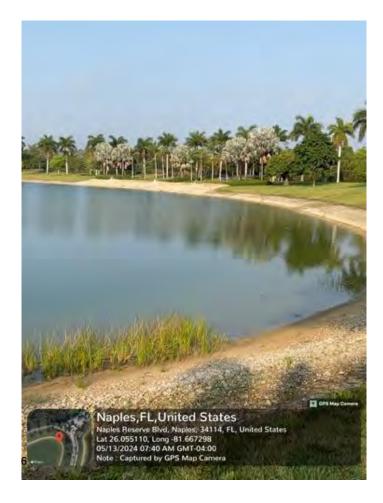
Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Alligator, mosquito fish, turtles	
Does the overall body of the stormwater lake appear healthy?	Yes

STRUCTURAL INTEGRITY		
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes	
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes	
There are a number of areas greater than 8 inches, this lake should be scheduled for LBR in 3 to 5 years		
Does the slope exceeded a 4:1 ratio?	No	
Are the control structures and sound condition?	Yes	
Is there a maintenance easement open?	Yes	

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A







Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 2









Photo 2

Photo 3

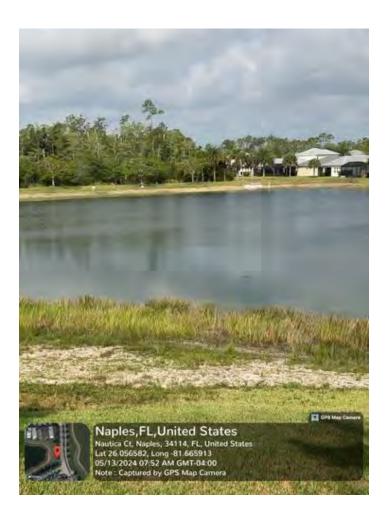
Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Minor bank weeds	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Bass, alligator	
Does the overall body of the stormwater lake appear healthy?	Yes
Water is very clear	

STRUCTURAL INTEGRITY	
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A









Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 3







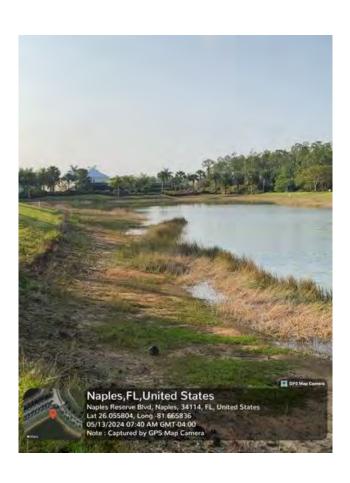
Are the invasive and undesirable plant control measures meeting contract specifications?	Yes	
Does beneficial plant population meet regulatory requirements?	Yes	
Are the existing beneficial plants, healthy?	Yes	
Minor lake Bank weeds		
Is the lake absent any trash?	Yes	

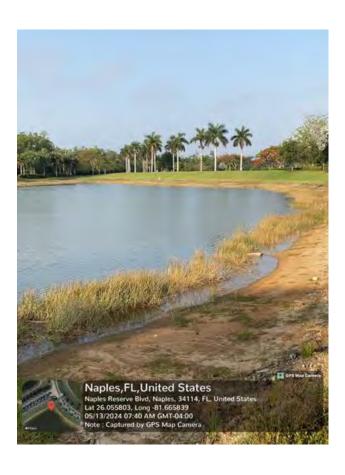
Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Anhinga, minnows, ducks, bass	
Does the overall body of the stormwater lake appear healthy?	Yes
Water levels very low	

STRUCTURAL INTEGRITY	
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Is the slope breakpoint absent significant drop offs greater than 8 inches?	No
Does the slope exceeded a 4:1 ratio?	No
Are the control structures and sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A







Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 4







Photo 2

Photo 3

Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Minor bank weeds	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

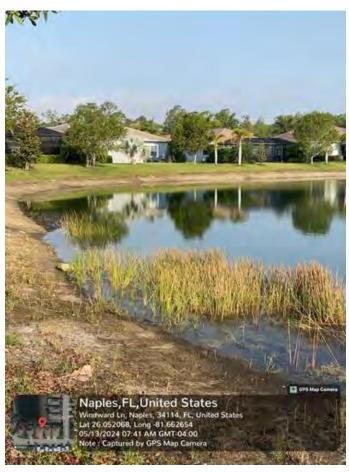
Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Mosquito fish, bass, turtles	
Does the overall body of the stormwater lake appear healthy?	Yes
Water is very clear	

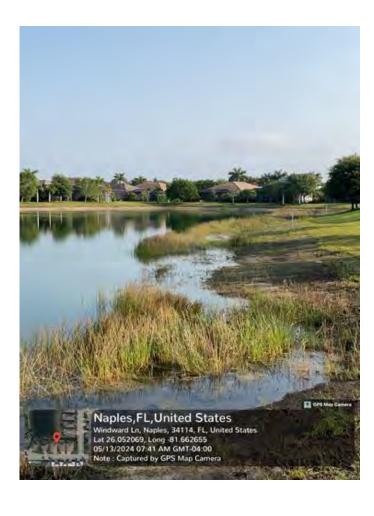


STRUCTURAL INTEGRITY	
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
N/A	
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	Yes
How many are present?	1
Is the aerator or fountain operating?	Yes
Are the hoses and cords properly secured or screened?	Yes
Do the pumps and motor sound like they are operating properly?	Yes
Are the electrical and/or mechanical boxes in good condition?	Yes
Are the boxes/enclosures secured properly?	Yes







Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 5







Photo 2

Photo 3

Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Alligator, Bass, Dragonflies, Anhinga	
Does the overall body of the stormwater lake appear healthy?	Yes

Is the stormwater lake/Lake Bank absent any significant washouts?	No
There are a couple of point erosion spots	
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	Yes
Schedule for LBR in 2-3 years	
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A







Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 6







Photo 2

Photo 3

Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Excessive torpedo grass	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Very wide littoral shelf	
Is the lake absent any trash?	Yes

Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Alligator, bass, minnows, mosquito fish	
Does the overall body of the stormwater lake appear healthy?	Yes

Is the stormwater lake/Lake Bank absent any significant washouts?	No
There are multiple point runoff erosion areas	
Is the slope breakpoint absent significant drop offs greater than 8 inches?	No
Runoff erosion has caused a number of dropoffs	
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

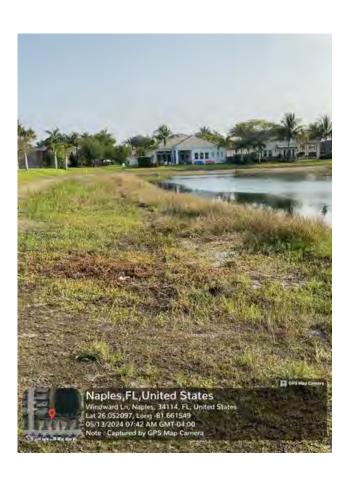
Is there a CDD owned aerator or fountain present?

No

Staff gauge has been removed and placed on the bank, Work order will be put in to replace.

Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A







Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 7











Photo 2

Photo 3

Photo 4

Photo 5

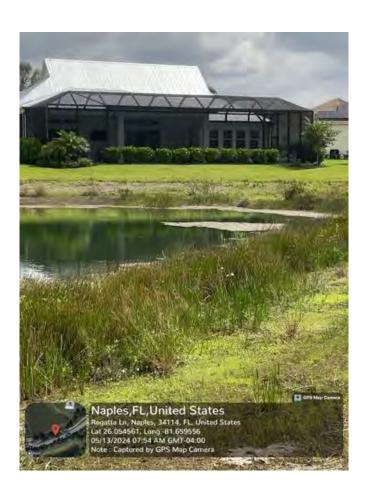
Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Minor bank weeds, vines in littorals, pennywort	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

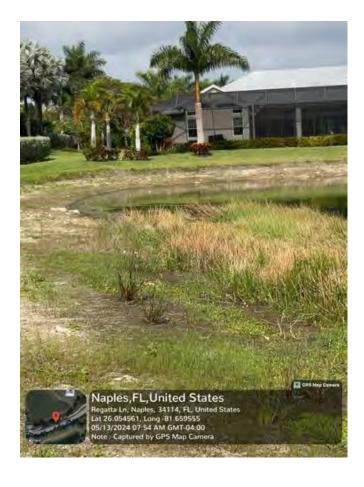
Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Alligator, dragonflies, fish	
Does the overall body of the stormwater lake appear healthy?	No
Algae bloom in progress, work order placed with Superior	

Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Numerous runoff off point erosion spots on the west side of the lake, schedule for repairs	
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	No
This lake will need restoration in 3-5 years	
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A











Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 8







Photo 2

Photo 3

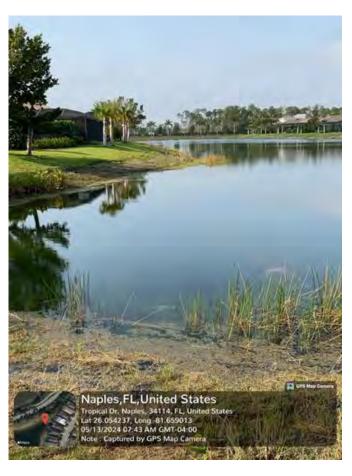
Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Minor bank weeds, minor torpedo grass	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

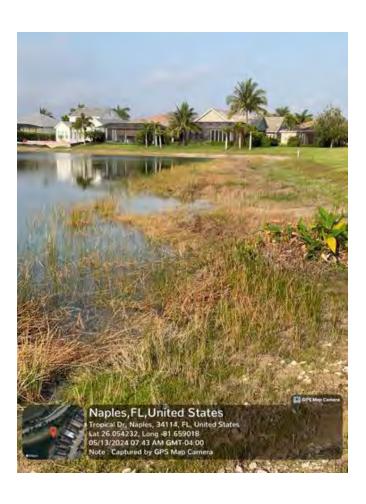
Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Mosquito fish, Dragonflies, turtles, alligator	
Does the overall body of the stormwater lake appear healthy?	Yes
Water is very clear	

STRUCTURAL INTEGRITY	
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A







Complete May 13, 2024

Client / Site

NAPLES RESERVE CDD

Conducted onMay 13, 2024Prepared byShane WillisLAKE NUMBER9

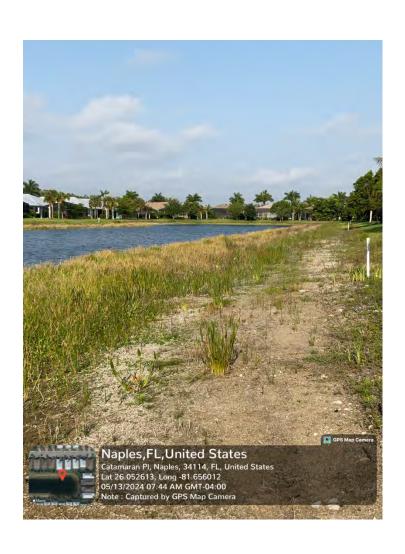
Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Excessive bank weeds, pennywort	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

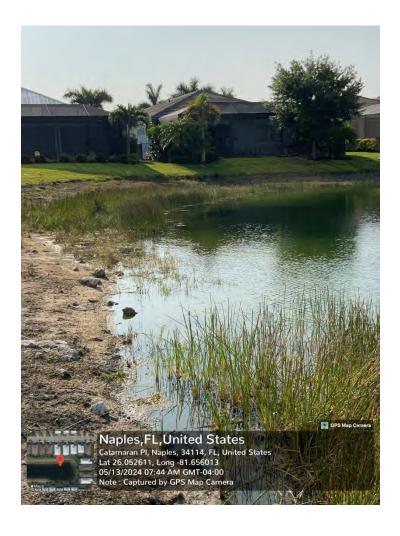
Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Mosquito fish, turtles	
Does the overall body of the stormwater lake appear healthy?	Yes
Water levels very low and very clear	

STRUCTURAL INTEGRITY	
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes
Only one easement was open, the rest were blocked	

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A







Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 10

Added photograph of sign present in some lakes but not all









Photo 1

Photo 2

Photo 3

56

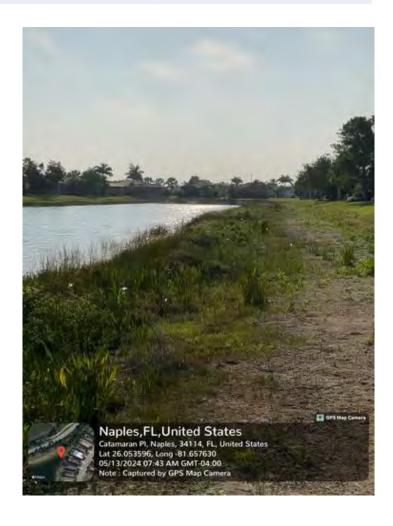
Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Vines in littorals, excessive torpedo grass Work Order placed with Superior	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Anhinga, turtles, fish, alligator	
Does the overall body of the stormwater lake appear healthy?	Yes

Is the stormwater lake/Lake Bank absent any significant washouts?	No
Numerous areas of point runoff erosion, add this lake to next year's Lake bank restoration	
Is the slope breakpoint absent significant drop offs greater than 8 inches?	No
Numerous drop offs due to point runoff erosion	
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A









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NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 11







Photo 2

Photo 3

Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Excessive bank weeds, vines in the littorals	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Spike rush ribbon needs to be trimmed back to 12 to 15 feet	
Is the lake absent any trash?	Yes

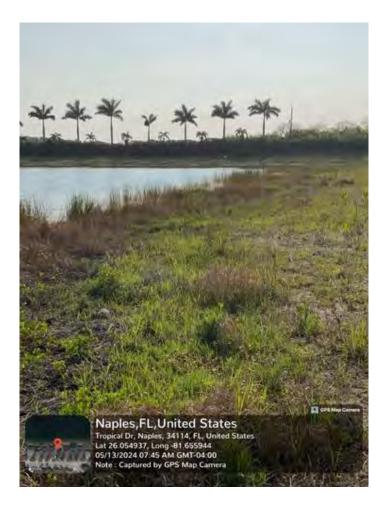
Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Anhinga, dragonflies, turtles, fish	
Does the overall body of the stormwater lake appear healthy?	Yes
Water is very clear	

STRUCTURAL INTEGRITY	
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A







Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 12







Photo 2

Photo 3

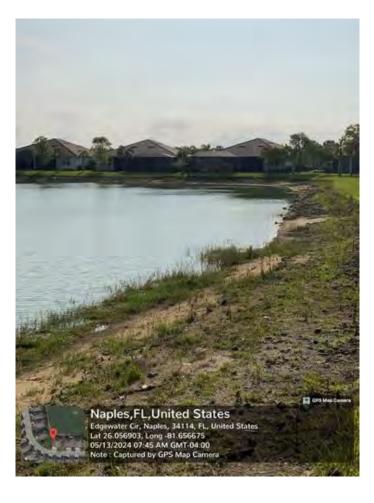
Are the invasive and undesirable plant control measures meeting contract specifications?	Yes	
Minor bank weeds, minor torpedo grass, Dogfennel stems need to be removed		
Does beneficial plant population meet regulatory requirements?	Yes	
Are the existing beneficial plants, healthy?	Yes	
Is the lake absent any trash?	Yes	

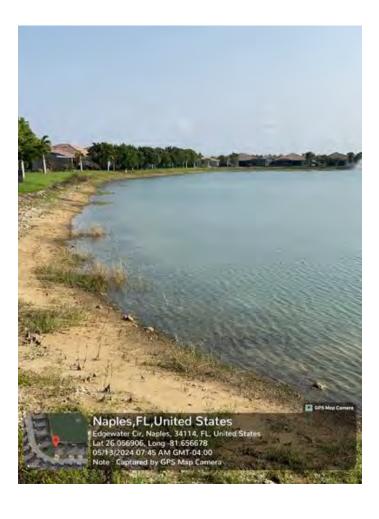
Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Fish	
Does the overall body of the stormwater lake appear healthy?	Yes
Water is very clear	

Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
There are some point runoff, erosion areas, monitor for future restoration	
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

Is there a CDD owned aerator or fountain present?	No
There are two fountains in this lake	
Is the aerator or fountain operating?	Yes
Are the hoses and cords properly secured or screened?	Yes
Do the pumps and motor sound like they are operating properly?	Yes
Are the electrical and/or mechanical boxes in good condition?	Yes
Are the boxes/enclosures secured properly?	Yes







Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 13













Photo 2

Photo 3

Photo 4

Photo 5

Photo 6

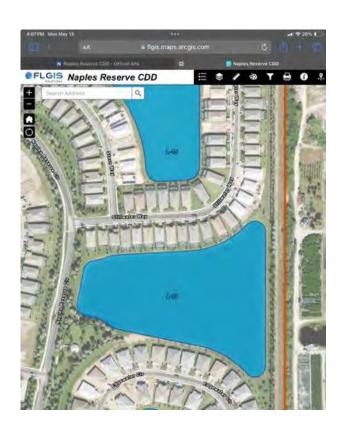
Are the invasive and undesirable plant control measures meeting contract specifications?	No
Excessive bank weeds , excessive torpedo grass, excessive dogfennel LAKE IS OUT OF COMPLIANCE, WORK ORDER PLACED WITH SUPERIOR	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Spike rush ribbon needs to be trimmed back to 12 to 15 feet	
Is the lake absent any trash?	Yes

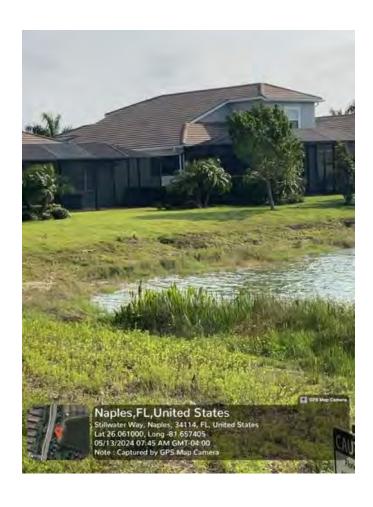
Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes	
Were there birds or fish observed?	Yes	
Ducks, minnows, turtles		
Does the overall body of the stormwater lake appear healthy?	Yes	

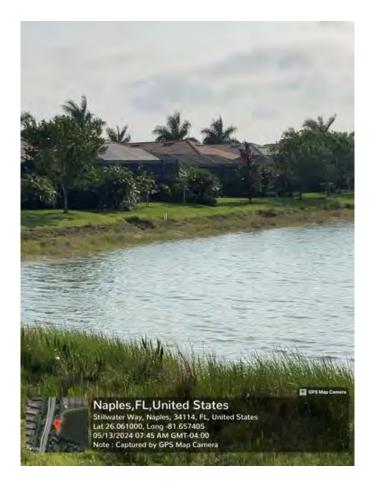
Is the stormwater lake/Lake Bank absent any significant washouts? Significant point runoff erosion near the homeowners side of the lake, add that area to next year restoration work Is the slope breakpoint absent significant drop offs greater than 8 inches? See the areas around the point runoff erosion Does the slope exceed a 4:1 ratio? No Are the control structures in sound condition? Yes

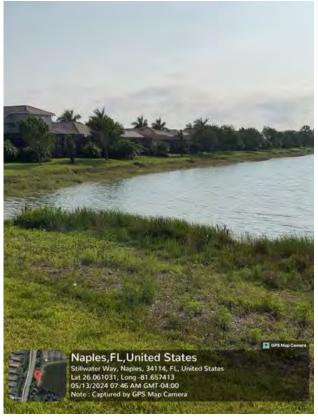
Is there a maintenance easement open?

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A

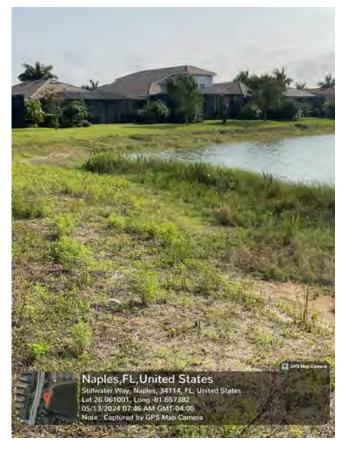












Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 14







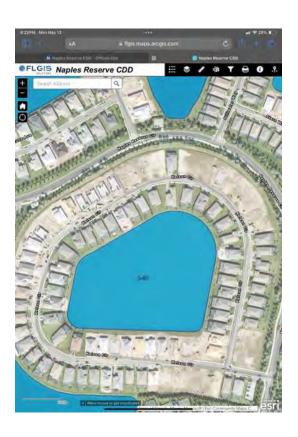
Photo 2

Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Minor torpedo grass	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Turtles, dragonflies, fish, bass	
Does the overall body of the stormwater lake appear healthy?	Yes

Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Numerous washout areas, consider for restoration work next year or the year after	
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A







Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 15







Photo 2 Photo 3

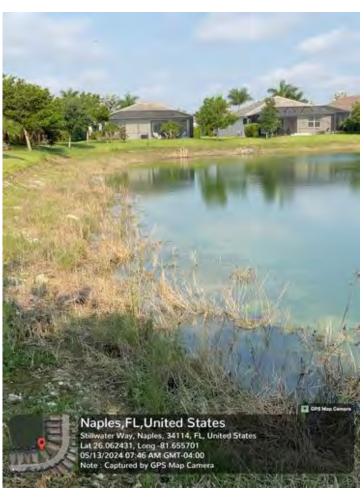
Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Willow stems need to be removed, littorals were recently treated	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

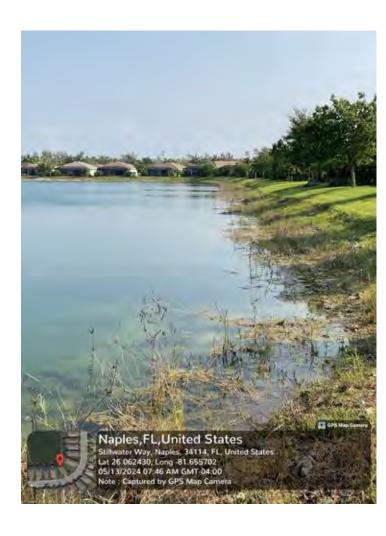
Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Bass, mosquito fish, anhinga	
Does the overall body of the stormwater lake appear healthy?	Yes
Water is very clear	

STRUCTURAL INTEGRITY	
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A







Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 16









Photo 2

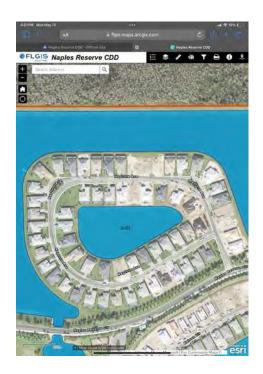
Photo 3

Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Minor bank weeds	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

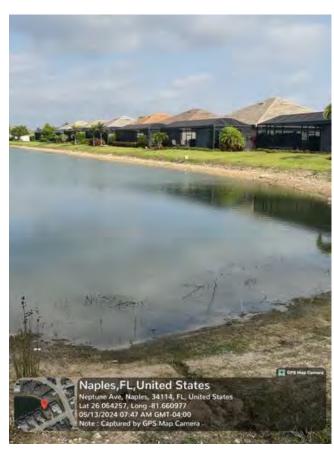
Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Minnows, bass, oscars	
Does the overall body of the stormwater lake appear healthy?	Yes
Water is very clear	

STRUCTURAL INTEGRITY	
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	Yes
Significant lake Bank erosion add this lake to the restoration project next year	
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A









Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 17









Photo 2

Photo 3

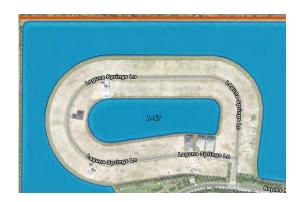
Photo 4

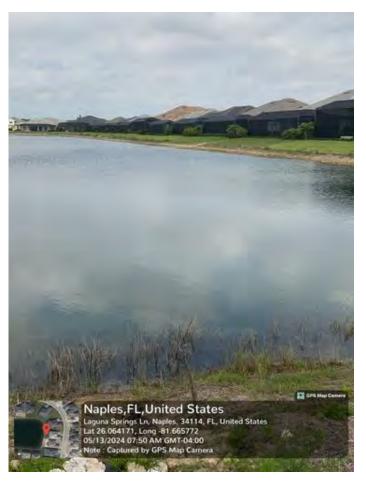
Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Minor bank weeds, dogfennel	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Dragonflies, bass, oscar mosquito fish	
Does the overall body of the stormwater lake appear healthy?	Yes
Water is very clear	

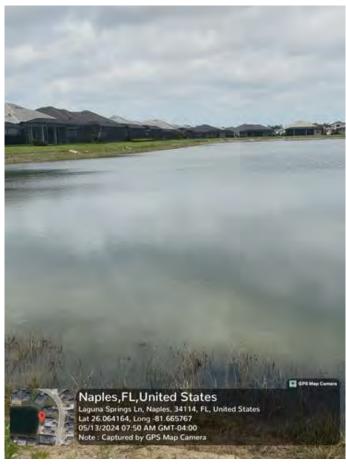
Is the stormwater lake/Lake Bank absent any significant washouts?	No
Numerous washout areas, add this lake to the restoration project next ye	ar
Is the slope breakpoint absent significant drop offs greater than 8 inches?	No
Numerous drop off areas due to erosion	
Does the slope exceed a 4:1 ratio?	Yes
Lake Bank restoration work needed	
Are the control structures in sound condition?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A









Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 18







Photo 2

Photo 3

Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Minor bank weeds	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Alligator , bass, mosquito fish, pan fish, shad	
Does the overall body of the stormwater lake appear healthy?	Yes
Water is very clear	

STRUCTURAL INTEGRITY	
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A







Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 19









Photo 2

Photo 3

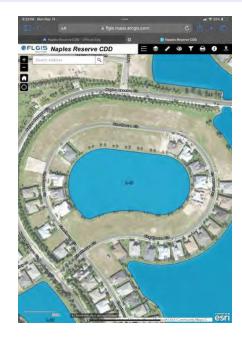
111

Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Minor bank weeds, torpedo grass	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Bass, Dragonflies, Turtles	
Does the overall body of the stormwater lake appear healthy?	Yes

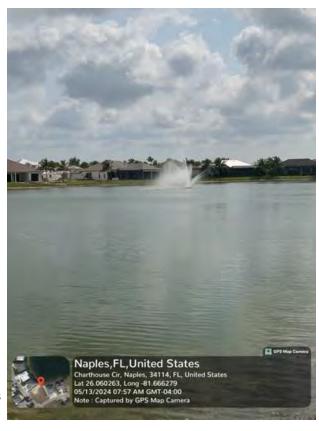
Is the stormwater lake/Lake Bank absent any significant washouts?	No
Numerous point erosion spots, lake will need restoration in 3-5 years	
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

Is there a CDD owned aerator or fountain present?	No
There is a fountain present	
Is the aerator or fountain operating?	Yes
Are the hoses and cords properly secured or screened?	Yes
Do the pumps and motor sound like they are operating properly?	Yes
Are the electrical and/or mechanical boxes in good condition?	Yes
Are the boxes/enclosures secured properly?	Yes









Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 20









Photo 2

Photo 3

117

Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes
Water clear	

Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Anhinga, ducks	
Does the overall body of the stormwater lake appear healthy?	Yes

STRUCTURAL INTEGRITY	
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A









Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 21 Center









Photo 2

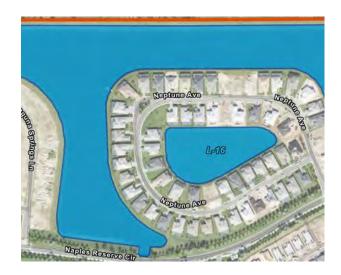
Photo 3

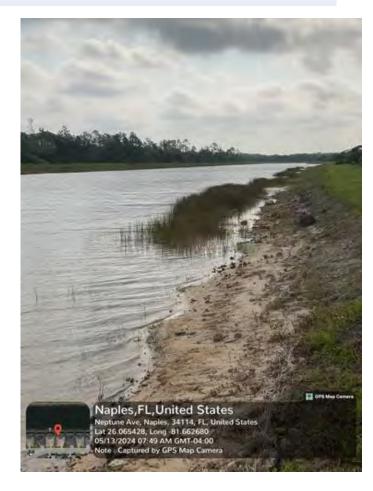
Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Minor torpedo grass	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Ducks, sparrows, dragonflies, mosquito fish	
Does the overall body of the stormwater lake appear healthy?	Yes
Water is very clear	

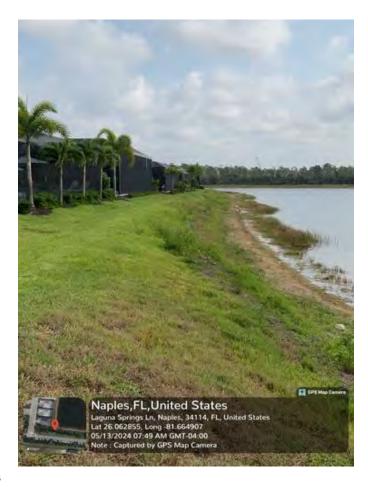
STRUCTURAL INTEGRITY	
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A









Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 21 East







Photo 1

Photo 3

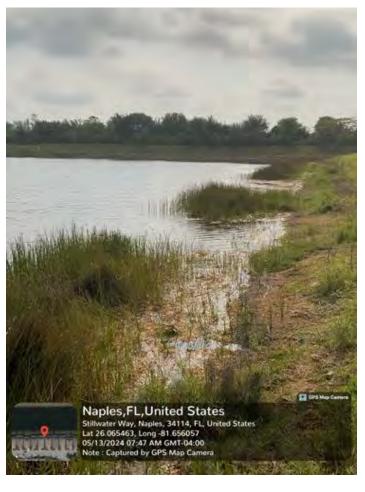
Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Minor lake bank weeds, minor torpedo grass, chara	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

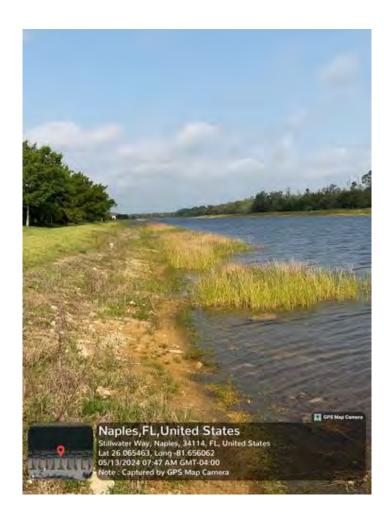
Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Minnows, bass, alligator, anhinga	
Does the overall body of the stormwater lake appear healthy?	Yes
Water is very clear	

STRUCTURAL INTEGRITY	
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A







Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 21 West







Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Minor bank weeds	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Mosquito fish, Ibis, Ducks, Alligator	
Does the overall body of the stormwater lake appear healthy?	Yes
Water is very clear	

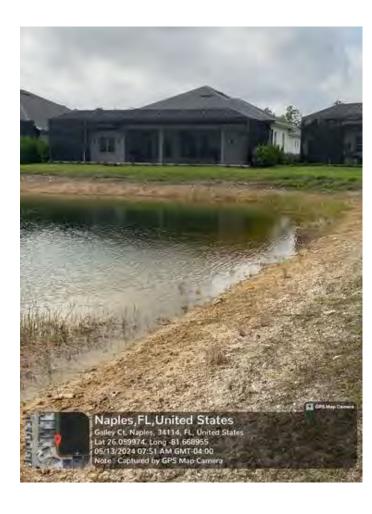
STRUCTURAL INTEGRITY	
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	Yes
This lake will need restoration work in the next 2 to 3 years	
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A

Media summary







LAKE AUDIT REPORT

Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 24 East













Photo 1

Photo 2

Photo 5

Photo 6

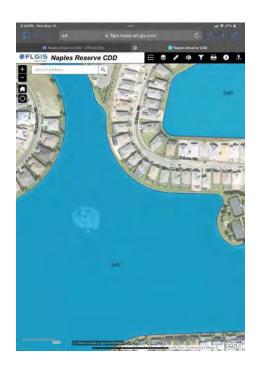
Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Minor bank weeds	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

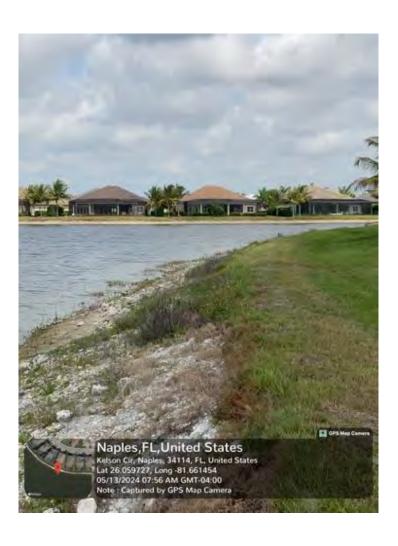
Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Anhinga, bass, minnows	
Does the overall body of the stormwater lake appear healthy?	Yes

STRUCTURAL INTEGRITY		
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes	
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes	
Does the slope exceed a 4:1 ratio?	Yes	
Erosion has begun in multiple areas, this side of the lake will need restoration work in 2-3 years		
Are the control structures in sound condition?	Yes	
Note the erosion beginning around this structure		
Is there a maintenance easement open?	Yes	

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A

Media summary













LAKE AUDIT REPORT

Complete

Client / Site

NAPLES RESERVE CDD

Conducted on	May 13, 2024
Prepared by	Shane Willis
LAKE NUMBER	24 North

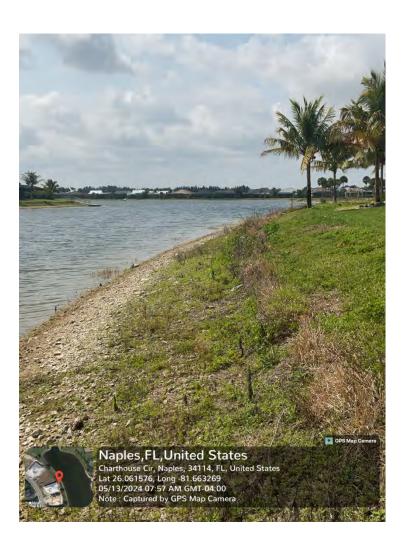
Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Minor bank weeds	
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Is the lake absent any trash?	Yes

Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Fish, Anhinga, Turtles	
Does the overall body of the stormwater lake appear healthy?	Yes
High water weeds present, needs to be scheduled for trimming	

STRUCTURAL INTEGRITY	
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	No
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A







LAKE AUDIT REPORT

Complete

Client / Site

NAPLES RESERVE CDD

Conducted on May 13, 2024

Prepared by Shane Willis

LAKE NUMBER 24 West







Photo 1

Photo 3

Are the invasive and undesirable plant control measures meeting contract specifications?	Yes
Does beneficial plant population meet regulatory requirements?	Yes
Are the existing beneficial plants, healthy?	Yes
Minimal littoral plantings	
Is the lake absent any trash?	Yes

Is the stormwater lake surface absent in the oil grease or gas sheen?	Yes
Were there birds or fish observed?	Yes
Mosquito fish, minnows, anhinga	
Does the overall body of the stormwater lake appear healthy?	Yes
Water is very clear	

STRUCTURAL INTEGRITY	
Is the stormwater lake/Lake Bank absent any significant washouts?	Yes
Is the slope breakpoint absent significant drop offs greater than 8 inches?	Yes
Does the slope exceed a 4:1 ratio?	No
Erosion is beginning to occur, lake will need restoration in 3-5 years	
Are the control structures in sound condition?	Yes
Is there a maintenance easement open?	Yes

AERATION/FOUNTAINS	
Is there a CDD owned aerator or fountain present?	No
Is the aerator or fountain operating?	N/A
Are the hoses and cords properly secured or screened?	N/A
Do the pumps and motor sound like they are operating properly?	N/A
Are the electrical and/or mechanical boxes in good condition?	N/A
Are the boxes/enclosures secured properly?	N/A

Media summary







From: Julie Concannon
To: Jamie Sanchez

Cc: <u>president@naplesreservehoa.com</u>; <u>Debbie Godfrey</u>

Subject: Naples Reserve - Lake bank easement Date: Friday, May 31, 2024 11:18:03 AM

Attachments: <u>image001.pnq</u>

image002.png

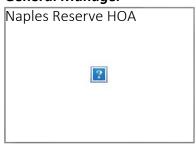
Hi Jamie,

Good morning! I hope you've had a good week so far. To combat some of our gate access issues, we recently had fence extensions to the front gate installed that go all the way down to the lakes on both sides. I sincerely apologize as it was a complete oversight on our part not requesting an easement in advance, but we are wondering what we can do at this point to get an easement from the CDD for these fences?

I appreciate your time, help, and advice. Thank you and have a great weekend!

Best regards,

Julie Concannon, LCAM General Manager



A GREAT team delivering GREAT services!

KW PROPERTY MANAGEMENT & CONSULTING

14885 Naples Reserve Circle Naples, FL 34114 (239) 231-4188

jconcannon@kwpmc.com

www.NaplesReserveHOA.com

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NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Naples Reserve Community Development District ("District") prior to June 15, 2024, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"); and

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

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

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

HOUR: 10:00 a.m.

LOCATION: Island Club at Naples Reserve

14885 Naples Reserve Circle
Naples, Florida 34114

- 3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Collier County at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.
- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

- 6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
 - 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF JUNE, 2024.

ATTEST:	NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT PROPOSED BUDGET FISCAL YEAR 2025

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT TABLE OF CONTENTS

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

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2025

	Fiscal Year 2024				
	Adopted	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2024	3/31/2024	9/30/2024	Projected	FY 2025
DEVENUE					
REVENUES	Ф 646 OOO				Ф 7 05 7 00
Assessment levy: on-roll	\$616,232				\$725,783
Allowable discount (4%)	(24,649)	¢ 500 445	ф 0.420	¢ E 04 E 02	(29,031)
Assessment levy - net	591,583	\$ 582,445	\$ 9,138	\$ 591,583	696,752
Interest and miscellaneous Total revenues	591,583	15,564 598,009	9,138	15,564 607,147	696,752
Total revenues	391,303	390,009	9,130	007,147	090,732
EXPENDITURES					
Professional & admin					
Engineering	40,000	10,134	29,866	40,000	40,000
Audit	7,200	6,000	1,200	7,200	7,200
Legal	20,000	3,424	16,576	20,000	20,000
Management/accounting/recording	48,960	24,480	24,480	48,960	48,960
Debt service fund accounting	5,500	2,750	2,750	5,500	5,500
Postage	500	207	293	500	500
Insurance	7,574	7,160	-	7,160	7,900
Trustee	5,300	5,052	-	5,052	5,300
Trustee - second bond series	5,300	-	5,300	5,300	5,300
Arbitrage rebate calculation	1,500	500	1,000	1,500	1,000
Dissemination agent	2,000	1,000	1,000	2,000	2,000
Telephone	50	25	25	50	50
Printing & binding	350	175	175	350	350
Legal advertising	1,200	255	945	1,200	1,200
Annual district filing fee	175	175	-	175	175
Contingencies	500	-	500	500	500
Website					
Hosting	705	705	-	705	705
ADA compliance	210		210	210	210
Total professional & admin	147,024	62,042	84,320	146,362	146,850
Field operations					
Operations management	7,500	3,750	3,750	7,500	7,500
GIS solutions	12,000	6,000	6,000	12,000	1,500
Drainage / catch basin maintenance	6,500	-	6,500	6,500	6,500
Littoral plantings	-	_	-	-	2,500
Other repairs & maintenance	150,000	13,326	344,163	357,489	150,000
Lake maintenance / water quality	71,987	30,033	48,000	78,033	76,500
Total field operations	247,987	53,109	408,413	461,522	244,500
•					

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2025

	Fiscal Year 2024				
	Adopted	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2024	3/31/2024	9/30/2024	Projected	FY 2025
Other fees & charges					
<u> </u>	9,243	2,206	7,037	9,243	10,887
Property appraiser	•	,	•	•	•
Tax collector	12,325	11,637	688	12,325	14,516
Total other fees & charges	21,568	13,843	7,725	21,568	25,403
Total expenditures	416,579	128,994	500,458	629,452	416,753
Excess (deficiency) of revenues					
over/(under) expenditures	175,004	469,015	(491,320)	(22,305)	279,999
Fund balance - beginning (unaudited) Fund balance - ending (projected) Assigned	184,143	192,223	661,238	192,223	169,918
3 months working capital	109,825	109,825	109,825	109,825	110,113
Lake bank remediation	243,013	243,013	83,037	83,037	243,013
	•	•	,	•	
Unassigned	6,309	308,400	(22,944)	(22,944)	96,791
Fund balance - ending (projected)	\$ 359,147	\$661,238	\$ 169,918	\$ 169,918	\$449,917

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

EXF

Copies, agenda package items, etc.

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

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES (continued)	
Legal advertising	1,200
The District advertises for monthly meetings, special meetings, public hearings, bidding,	1,200
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	170
Insurance	7,900
The District carries public officials and general liability insurance. The limit of liability is	7,000
set at \$1,000,000 (general aggregate \$2,000,000) and \$1,000,000 for public officials	
liability.	
Contingencies	500
Bank charges, autamated AP routing and other miscellaneous expenses incurred during	300
the year.	
Website	
	705
Hosting ADA compliance	210
Field operations	210
• · · · · · · · · · · · · · · · · · · ·	7,500
Operations management GIS solutions	1,500
Drainage / catch basin maintenance	6,500
· · · · · · · · · · · · · · · · · · ·	2,500
Littoral plantings Other repairs & maintenance	150,000
·	76,500
Lake maintenance / water quality	70,500
Lake aerator maintenance agreement - \$1,000 annually, includes air diffuser system maintenance 4x a year and the maintenance of the aeration cabinet. As well as, all	
associated conduits. Lake Mgmt. Agreement - \$44,448 annually, includes visual	
inspections, aquatic weed control 2x per month, shoreline weed control, pond algae	
control, minor trash removal, service reporting and permitting. Lake services agreement-	
\$2388 annually, includes visual inspections, lake 21A algae control, when needed,	
Other fees & charges	
Property appraiser	
The property appraiser charges 1.5% of the assessments	10,887
Tax collector	10,007
The tax collector charges 2% of the assessments collected.	14,516
Total expenditures	\$ 416,753
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NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND BUDGET - SERIES 2014 FISCAL YEAR 2025

	Fiscal Year 2024				
	Adopted	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2024	3/31/2024	9/30/2024	Projected	FY 2025
REVENUES					
Assessment levy: on-roll	\$559,375				\$559,375
Allowable discount (4%)	(22,375)				(22,375)
Assessment levy - net	537,000	\$ 528,704	\$ 8,296	\$ 537,000	537,000
Interest		24		24	
Total revenues	537,000	528,728	8,296	537,024	537,000
EXPENDITURES					
Debt service					
Principal	155,000	155,000	-	155,000	160,000
Interest	355,881	179,781	176,100	355,881	348,400
Total debt service	510,881	334,781	176,100	510,881	508,400
Other fees & charges					
Property appraiser	8,391	2,003	6,388	8,391	8,391
Tax collector	11,188	10,563	-	10,563	11,188
Total other fees & charges	19,579	12,566	6,388	18,954	19,579
Total expenditures	530,460	347,347	182,488	529,835	527,979
Excess/(deficiency) of revenues over/(under) expenditures	6,540	181,381	(174,192)	7,189	9,021
, 1	-,-	- ,	(, - ,	,	.,.
Fund balance:					
Beginning fund balance	900,022	913,149	1,094,530	913,149	920,338
Ending fund balance (projected)	\$ 906,562	\$1,094,530	\$ 920,338	\$ 920,338	929,359
Use of fund balance					
Debt service reserve account balance (requi	red)				(514,063)
Interest expense - November 1, 2025	104)				(170,000)
Principal expense - November 1, 2025					(170,300)
Projected fund balance surplus/(deficit) as of	f September 30	2025			\$ 72,996
1. 19,0000 and balance barpiae, (deficit) de of	. Coptombol 00	, 2320			Ψ . 2,000

NAPLES RESERVE

Community Development District Series 2014 \$7,680,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2024	160,000.00	4.750%	176,100.00	336,100.00
05/01/2025	-		172,300.00	172,300.00
11/01/2025	170,000.00	4.750%	172,300.00	342,300.00
05/01/2026	-		168,262.50	168,262.50
11/01/2026	180,000.00	5.250%	168,262.50	348,262.50
05/01/2027	-		163,537.50	163,537.50
11/01/2027	190,000.00	5.250%	163,537.50	353,537.50
05/01/2028	· -		158,550.00	158,550.00
11/01/2028	200,000.00	5.250%	158,550.00	358,550.00
05/01/2029	· -		153,300.00	153,300.00
11/01/2029	210,000.00	5.250%	153,300.00	363,300.00
05/01/2030	, <u>-</u>		147,787.50	147,787.50
11/01/2030	220,000.00	5.250%	147,787.50	367,787.50
05/01/2031	, <u>-</u>		142,012.50	142,012.50
11/01/2031	230,000.00	5.250%	142,012.50	372,012.50
05/01/2032	-		135,975.00	135,975.00
11/01/2032	245,000.00	5.250%	135,975.00	380,975.00
05/01/2033	-		129,543.75	129,543.75
11/01/2033	255,000.00	5.250%	129,543.75	384,543.75
05/01/2034	-		122,850.00	122,850.00
11/01/2034	270,000.00	5.250%	122,850.00	392,850.00
05/01/2035			115,762.50	115,762.50
11/01/2035	285,000.00	5.250%	115,762.50	400,762.50
05/01/2036	-		108,281.25	108,281.25
11/01/2036	300,000.00	0.056%	108,281.25	408,281.25
05/01/2037	-		99,843.75	99,843.75
11/01/2037	315,000.00	0.056%	99,843.75	414,843.75
05/01/2038	-		90,984.38	90,984.38
11/01/2038	330,000.00	0.056%	90,984.38	420,984.38
05/01/2039	-	0.02070	81,703.13	81,703.13
11/01/2039	350,000.00	0.056%	81,703.13	431,703.13
05/01/2040	-	******	71,859.38	71,859.38
11/01/2040	370,000.00	0.056%	71,859.38	441,859.38
05/01/2041	-	0.02070	61,453.13	61,453.13
11/01/2041	390,000.00	0.056%	61,453.13	451,453.13
05/01/2042	-	0.03070	50,484.38	50,484.38
11/01/2042	415,000.00	0.056%	50,484.38	465,484.38
05/01/2043	-	0.03070	38,812.50	38,812.50
11/01/2043	435,000.00	0.056%	38,812.50	473,812.50
05/01/2044	-	0.05070	26,578.13	26,578.13
11/01/2044	460,000.00	0.056%	26,578.13	486,578.13
05/01/2045	-	0.03070	13,640.63	13,640.63
11/01/2045	485,000.00	0.056%	13,640.63	498,640.63
Total	6,465,000.00	0.000.0	4,683,143.82	11,148,143.82

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND BUDGET - SERIES 2018 FISCAL YEAR 2025

	Fiscal Year 2024				
	Adopted	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2024	3/31/2024	9/30/2024	Projected	FY 2025
REVENUES	_				
Assessment levy: on-roll	\$ 604,229				\$ 604,229
Allowable discount (4%)	(24,169)				(24,169)
Assessment levy - net	580,060	\$ 571,100	\$ 8,960	\$ 580,060	580,060
Interest		16,676		16,676	
Total revenues	580,060	587,776	8,960	596,736	580,060
EXPENDITURES					
Debt service					
Principal	160,000	160,000	-	160,000	165,000
Interest	394,094	198,647	195,447	394,094	387,078
Total debt service	554,094	358,647	195,447	554,094	552,078
Other fees & charges					
Property appraiser	9,063	2,149	6,914	9,063	9,063
Tax collector	12,085	11,410	675	12,085	12,085
Total other fees & charges	21,148	13,559	7,589	21,148	21,148
Total expenditures	575,242	372,206	203,036	575,242	573,226
Excess/(deficiency) of revenues					
over/(under) expenditures	4,818	215,570	(194,076)	21,494	6,834
Fund balance: Beginning fund balance	735,618	768,685	984,255	768,685	790,179
Ending fund balance (projected)	\$ 740,436	\$ 984,255	\$ 790,179	\$ 790,179	797,013
Use of fund balance					(()
Debt service reserve account balance (requ	ired)				(280,178)
Interest expense - November 1, 2025					(191,631)
Principal expense - November 1, 2025		0005			(175,000)
Projected fund balance surplus/(deficit) as o	of September 30	, 2025			\$ 150,204

NAPLES RESERVE

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

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2024	165,000.00	4.625%	195,446.88	360,446.88
05/01/2025	-		191,631.25	191,631.25
11/01/2025	175,000.00	4.625%	191,631.25	366,631.25
05/01/2026	-		187,584.38	187,584.38
11/01/2026	180,000.00	4.625%	187,584.38	367,584.38
05/01/2027	-		183,421.88	183,421.88
11/01/2027	190,000.00	4.625%	183,421.88	373,421.88
05/01/2028	-		179,028.13	179,028.13
11/01/2028	200,000.00	4.625%	179,028.13	379,028.13
05/01/2029	-		174,403.13	174,403.13
11/01/2029	210,000.00	4.625%	174,403.13	384,403.13
05/01/2030	-		169,546.88	169,546.88
11/01/2030	220,000.00	5.000%	169,546.88	389,546.88
05/01/2031	-		164,046.88	164,046.88
11/01/2031	230,000.00	5.000%	164,046.88	394,046.88
05/01/2032	· -		158,296.88	158,296.88
11/01/2032	240,000.00	5.000%	158,296.88	398,296.88
05/01/2033			152,296.88	152,296.88
11/01/2033	250,000.00	5.000%	152,296.88	402,296.88
05/01/2034	· -		146,046.88	146,046.88
11/01/2034	265,000.00	5.000%	146,046.88	411,046.88
05/01/2035	· -		139,421.88	139,421.88
11/01/2035	280,000.00	5.000%	139,421.88	419,421.88
05/01/2036			132,421.88	132,421.88
11/01/2036	290,000.00	5.000%	132,421.88	422,421.88
05/01/2037	, <u>-</u>		125,171.88	125,171.88
11/01/2037	305,000.00	5.000%	125,171.88	430,171.88
05/01/2038	-		117,546.88	117,546.88
11/01/2038	320,000.00	5.000%	117,546.88	437,546.88
05/01/2039	-		109,546.88	109,546.88
11/01/2039	340,000.00	5.125%	109,546.88	449,546.88
05/01/2040	-		100,834.38	100,834.38
11/01/2040	355,000.00	5.125%	100,834.38	455,834.38
05/01/2041	-		91,737.50	91,737.50
11/01/2041	375,000.00	5.125%	91,737.50	466,737.50
05/01/2042	-	5.12576	82,128.13	82,128.13
11/01/2042	390,000.00	5.125%	82,128.13	472,128.13
05/01/2043	-	213_213	72,134.38	72,134.38
11/01/2043	410,000.00	5.125%	72,134.38	482,134.38
05/01/2044	-	5.12576	61,628.13	61,628.13
11/01/2044	435,000.00	5.125%	61,628.13	496,628.13
05/01/2045	-	3.12370	50,481.25	50,481.25
11/01/2045	455,000.00	5.125%	50,481.25	505,481.25
05/01/2046	-	2.12070	38,821.88	38,821.88
11/01/2046	480,000.00	5.125%	38,821.88	518,821.88
05/01/2047	-	3.123/0	26,521.88	26,521.88
11/01/2047	505,000.00	5.125%	26,521.88	531,521.88
05/01/2048	-	3.123/0	13,581.25	13,581.25
11/01/2048	530,000.00	5.125%	13,581.25	543,581.25
Total	7,795,000.00		5,932,009.58	13,727,009.58

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT PROJECTED ASSESSMENTS GENERAL FUND AND DEBT SERVICE FUND FISCAL YEAR 2025

On-Roll Assessments

Number			Pro	jected Fiscal \	/ear	2025	FY 24 Total
of Units	Unit Type	Subdivision Name	GF	DSF		GF & DSF	Assessment
79	85' x 130'	Parrot Cay	\$667.08	\$ 1,458.33	*	\$2,125.41	\$ 2,024.72
82	78' x 130'	Sparrow Cay	667.08	1,250.00	*	1,917.08	1,816.39
116	64' x 130'	Savannah Lakes	667.08	1,145.83	*	1,812.91	1,712.22
169	53' x 130'	Egret Landing	667.08	1,041.67	*	1,708.75	1,608.06
51	40' x 130'	Mallard Point	667.08	833.33	*	1,500.41	1,399.72
178	34' x 130' Villa	Coral Harbor	667.08	708.33	**	1,375.41	1,274.72
183	76' x 130'	Canoe Landing/Crane Point/Bimini Isles	667.08	1,250.00	**	1,917.08	1,816.39
101	64' x 140'	Sutton Cay	667.08	1,145.83	**	1,812.91	1,712.22
129	53' x 130'	Half Moon Point	667.08	1,041.67	**	1,708.75	1,608.06
1,088	_						

^{*} Units subject to Series 2014 Bonds

^{**} Units subject to Series 2018 Bonds

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT



RESOLUTION 2024-03

A RESOLUTION OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District's Board shall be held during Fiscal Year 2024/2025 as provided on the schedule attached hereto as **Exhibit A**.

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

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

NIADIEC DECEDVE COMMUNITY

PASSED AND ADOPTED this 13th day of June, 2024.

A++ a c+ .

Attest.	DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 10, 2024	Regular Meeting	10:00 AM
December 12, 2024	Regular Meeting	10:00 AM
		40.00
February 13, 2025	Regular Meeting	10:00 AM
March 13, 2025	Regular Meeting	10:00 AM
May 8, 2025	Regular Meeting	10:00 AM
40.000		40.00.114
June 12, 2025	Regular Meeting	10:00 AM
August 14, 2025	Regular Meeting	10:00 AM
6 1 1 11 2025		40.00.114
September 11, 2025	Regular Meeting	10:00 AM

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

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4001 Tamiami Trail North, Suite 300 Naples, Florida 34103 T: 239.435.3535 | F: 239.435.1218

Writer's Email: mmagaldi@cyklawfirm.com

May 21, 2024

VIA FEDEX

Wrathell, Hunt & Associates, LLC Attn: Jamie Sanchez 2300 Glades Road #410W Boca Raton, FL 33431

Re:

Naples Reserve Encroachment Agreement

Property: 14159 Nautica Court, Naples, FL 34114

Dear Jamie

Please find enclosed the original recorded Encroachment Agreement for 14159 Nautica Court, Naples, FL 34114. A copy of the Agreement was previously circulated via email.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Best regards,

Meagan E. Magaldi

Meagan E. Magaldi For the Firm

Enclosure

INSTR 6546139 OR 6359 PG 3258 RECORDED 5/15/2024 7:43 AM PAGES 7 CLERK OF THE CIRCUIT COURT AND COMPTROLLER COLLIER COUNTY FLORIDA REC \$61.00

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

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (this "Agreement") is made this ______ day of _______, 2024, by and between NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT ("District") and ROBERT A. CASTONGUAY AND NANCY P. CASTONGUAY, CO-TRUSTEES OF THE CASTONGUAY REVOCABLE TRUST, DATED NOVEMBER 12, 2021 (collectively, "Owner").

RECITALS

- A. Owner is the owner in fee simple of that certain real property located at 14159 Nautica Court, Naples, Florida 34114, which real property is legally described as follows (the "Owner's Property"):
 - Lot 5, Block 1A, Naples Reserve, Phase II, according to the plat thereof as recorded in Plat Book 56, Pages 20 through 38, inclusive, of the Public Records of Collier County, Florida.
- B. Pursuant to the terms of the plat of Naples Reserve, Phase II, a subdivision according to the plat thereof, as recorded in Plat Book 56, Pages 20 through 38, inclusive, of the Public Records of Collier County, Florida (the "<u>Plat</u>"), the east side of the Owner's Property is subject to and encumbered by 7.5' drainage easement and 7.5' irrigation easement (collectively, the "<u>Drainage Easement</u>"). District is the owner and holder of rights in the Drainage Easement.
- C. Owner intends to construct and maintain a fence and related improvements (collectively, the "<u>Improvements</u>") that will partially encroach into the Drainage Easement (the "<u>Encroachment</u>") as shown on the site plan attached as <u>Exhibit "A"</u> and made a part of this Agreement (the "<u>Site Plan</u>").
- D. The parties to this Agreement have reached certain understandings with regard to the Encroachment and now desire to set forth their understandings in writing for recordation.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and incorporated by reference into this Agreement.
- 2. <u>Consent to the Encroachment and Covenant not to Construct</u>. Subject to the terms of this Agreement, District hereby expressly consents to the Encroachment and Owner, for itself and on behalf of all of its heirs, successors and/or assigns agrees and covenants that, in consideration for such consent by District, no portion of the Improvements encroaching into the Drainage Easement shall ever be expanded or increased beyond that which is permitted herein. In the event District determines that, notwithstanding

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

- 3. <u>Owner's Responsibilities</u>. Owner agrees to, and acknowledges the following responsibilities as a condition to District's consent to the Encroachment:
- a. Owner shall be fully responsible, at Owner's sole cost and expense, for the installation, operation, and maintenance of the Improvements, including any permits or approvals required for the work;
- b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement;
- c. Owner shall ensure the installation, operation, and maintenance of the Improvements are conducted in compliance with all applicable laws;
- c. Owner shall ensure the installation, operation, and maintenance of the Improvements does not damage any property of District, or any third-party's property, and in the event of any such damage, Owner shall immediately repair the damage at Owner's sole cost and expense;
- d. Owner shall continue to operate, maintain, and repair the Improvements, in good and proper working condition and repair;
- e. Except as to the approved Encroachment approved herein, Owner shall ensure that District has access through the Drainage Easement to and from components of District's stormwater management system to allow District to operate, maintain and repair the same, as needed; and
- f. Owner shall maintain the Drainage Easement free from any construction, materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim of lien at Owner's sole cost and expense.
- 4. Additional Costs. In the event that at any time subsequent to the execution of this Agreement the Encroachment encumbers or inconveniences District's use of the Drainage Easement (including, without limitation, the maintenance, repair, and/or replacement of improvements within or adjacent to the Drainage Easement such as buried pipes or other drainage lines), District will make reasonable efforts to work around the Encroachment; provided, however, that Owner shall pay for all of District's costs associated with working around the Encroachment to the extent that such costs would not have been incurred but for the Encroachment. Said additional costs are, at the election of District, to be paid to District in advance of any work to be performed by District. District shall be the sole judge of such incremental costs. Only if District, in its sole judgment, is not able to work around the Encroachment, will District mandate that the Encroachment be moved or removed, at no cost to District, as then may be needed

as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

- 13. <u>Integration</u>. This Agreement embodies the entire understanding of the parties with respect to the subject matter contemplated herein, and the terms hereof control over and supersede all prior and contemporaneous understandings pertaining to the subject matter hereof.
- 14. <u>Interpretation</u>. This Agreement has been negotiated fully between the parties as an arms' length transaction. Both parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.
- 15. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party who signature appears thereon and all of which shall together constitute one and the same instrument.
- 16. <u>Termination.</u> This Agreement shall continue in full force and effect until terminated by recording an instrument in the Public Records of Collier County, Florida, signed by the parties or their successors and assigns to this Agreement or upon the removal by Owner of the Encroachment.

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

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

DISTRICT:

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

ATTEST: A. F. Mwwo Secretary / Assistant Secretary	By: Chair / Vice Chair
STATE OF FLORIDA) ss. COUNTY OF COLLIER)	
online notarization this 4th day of 10 Chair of Naples Rescommunity development district, who	owledged before me by means of (v) physical presence or (_) A V, 2024, by
(SEAL)	NOTARY PUBLIC Name: Tayleli Sanchez (Type or Print)
JAMELI SANCHEZ Notary Public - State of Florida Commission # Hri 274006 My Comm. Expires Jun 9, 2026 Bonded through National Notary Asso	My Commission Expires: June 9, 2026

	OWNER:
	Roberth Cato
	Robert A. Castonguay, Co-Trustee of the
	Castonguay Revocable Trust, dated
	November 12, 2021
	Nancy P Qastonguay, Trustee of the
	Castonguay Revocable Trust, dated
	November 12, 2021
STATE OF FLORIDA)	
) ss. COUNTY OF COLLIER)	
coon or colling	
online notarization this(o_ day ofMay	dged before me by means of (physical presence or () 1, 2024, by Robert A. Castonguay and Nancy P. evocable Trust, dated November 12, 2021, who () are as evidence of
(SEAL)	
VELTZE UPPER	Name: Leytze Hernunder
YELITZE HERNANDEZ Notary Public, State of Florida Commission Hill of	(Type or Print)
Commission# HH 251388 My comm. expires April 11, 2026	My Commission Expires: April 11 1026
The state of the s	·

1807 J. & C. Boulevard Naples,Florida 34109 L.B. # 7502

Tel. 239-591-0778

Fax. 239-591-1195

SKETCH OF BOUNDARY SURVEY

SURVEY #24494

14159 Nautica Court Naplos, FL 34114

DATE OF SURVEY	DRAWN BY
04/05/2024	D.F.
COMPLETION DATE	CHECKED BY
04/09/2024	K.5

Flood Zone Information: Community Number: 120067 Panel: 0616 Suffix: J Effective Date: 02/08/2024 Fiood Zone: AE BFE: 7' N.A.V.D. 1988

Certified To: Bob Castonguay

Legal Description As Furnished:

Lot 5. Block 1A. NAPLES RESERVE, PHASE II, according to the plat thereof as recorded in Plat Book 56, Page (s) 20 - 38, cf the Public Records of Collier County, Florida.

Terry Coles

Commants

Commants

4/24/24

TRACT L23 (LAKE, D.E.) P. P.B. 53, PG. 89-101 (NOT PART OF THIS PLAT) P. FND. 5/8" 10.0' min. I.R. LB#1772-IO LME E.O.W. DATE: 04/05/2024---SET 1/2" www.benchmarklandservices.com 10 LME. C-1-10 LME [IR LE#7502 10'L.M.E. 5'1.E. SET 1/2" FND. 5/8" I.R. LB#7502 I.R. NO I.D.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C-1 P.	855.00'	7.85	7.85	S 87'04'03" E	00'31'34"
C-1 M.	855.00	7.84	7.84'	S 86'47'24" E	00'31'32"
C-2 P.	855.00	15.28'	15.28'	S 86'17'32" E	01'01'27"
C-2 M.	855.00'	15.45'	15.45'	S 86'09'24" E	01'02'08"
C-3 P.	645.00	18.35	18.35	S 86'35'42" E	01'37'47"
C-3 M.	645.00	18.35'	18.35'	S 86'35'42" E	01'37'47"
C-4 P.	775.00	22.04	22.04'	N 86'35'42" W	01'37'47"
C-4 M.	775.00'	22.03'	22.03'	N 86'32'41" W	01'37'42"
C-5 P.	725.00'	19.52'	19.62	N 86'33'20" W	01'33'01"
C-5 M.	725.00	19.68	19.68'	N 86'33'50" W	01'33'20"

L-1= N 61°19'59" W 248.43' P. N 61°19'59" W 248.61' M. BASIS OF BEARINGS

SCREENED DECK AREA 27.9 LANAI P. (N.) (R.) 00. LOT 5 BLOCK 1A TWO STORY LOT 6 BLOCK 1A BUILDING LOT 4 LOT 4
N BLOCK 1A TRACT RECT LOT 1 BLOCK 1A FND. 5/8" FND. 5/8" I.R. LB#1772 FND. 5/8* I.R. LB#1772 IO P.U.E. I.R. NO I.D. O'P.U.E. 10 P.UE. C-FND. 5/8 NCRIH RAY J I.R. LB#1772 CONC. SIDEWALK -ASPHALT NAUTICA COURT TRACT R1 (RW, A.E., D.E., I.E., C.U.E. & P.U.E.) P. (IMPROVED) 50' RW (P.)

NOTES:

I. LEGAL DESCRIPTION PROVICED BY CHIERE, NO EXAMINATION OF TITLE MADE BY SURVEYOR. THE LANDS BY OWNER WITH ROLF ASSTRACTED FOR DISSIBLENTS OR OTHER RECORDED EXCLUMERANCES WITH SOME OF THE LANDS SOME FOR THE LANDS S

DEDIGN OR ANY OTHER USE RITHOUT WRITTEN CONSENT. 6. OM, Y IMPROVEMENTS SHOWN WERE LOCATED, FENCE OWNERSHIP NOT DETERMINED.

E UNIX TRANSPORTATION SHOWN PERFE LOCATED FERVE COMERCIAN FOR CELEBRATED.

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8 PARCEL SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHT-OF-WAYS OF

RECORD.

RIVER LOCATION OF EASEMENTS OF RICHTS-OF-WAY OF RECORD, OTHER HAM TROSE OF RECORD PLATE OF REQUERED. THIS PROBMING MUST BE FUNDABLED TO THE SUPERFORMED MAY BE RECORDED ASTATICES TO THE SUPERFORMED OF THE SUPERFORMED OF THE SUPERFORMED STATICES OF THE SUPERFORMED OF THE

FORMER. 11 THE E.S. M.A. FLOCO ZONE INSTRUMENTATION WICHCREAD FO HENSOW IN HANSO DR. MAPS SUPPLIED BY

THE FEDERAL GOVERNMENT. IT IS THE RESPONSEILTLY OF THE OWNER AND THE CONTRACTOR TO VERIFY FLOCO ZONE RECORMATION AND BUILDING HESTING HONS PRIOR TO ANY

CONSTRUCTION ON FLAMMING. 12. ELEVATIONS SHOWN HEREON ARE BASED UPON N.A.V.D. 1948.

NR. NON RADAL
C.Y.G. CONG VALLEY GUTTER
C.B. CATCH BASIN
S.D. STOPIN DRAIN
G.M. COYLORELL INCHMENT

THE PUBLIC DIGHT ERSCHOOL

WE ROOM CE WAY
OUGE CRANGE TREE UPL ESHE UTE, ESHE,

18 MIRATARIN FASEMENT

18 MILLIHOUSE FASEMENT

THE HILLHOUSE FASEMENS

THE HILLHOUSE FASEMENS

THE CORE TOO BOOK OF BRIDE

U.E. UPLITY EASEMENT
IVAL WATER INCTER

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1018 10419 E.P. EDGE CEFY MATERIALIE

OCHERPOLE

4. 3548

STATE OF 1

POINTS OF INTEREST:

1 Inch = 30' ft GRAPHIC SCALE

30

PLNT FLANTER

EXSTING FIRE PITRINT

CONC. CONCRETE VA NOTAFEKARE

CATY CAME IV. HISER
C UE COUNTY UTILITY ESMI.
D.E. DRAWAGE EASEMENT
D.M. DRALLNOSE

AE ACCESS EASEMENT
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THE TECHNOLOGY UPLITY EASEMENT
LCUE, LEE COUNTY UPLITY EASEMENT
AF HELDIMASSING
TARE MANIEMANCE EASEMENT

I heraby certify that A Survey of the hereon described property was

Kenneth Sarrio Digitally algred by Kenneth Sarrio Date: 2024-04-10 14:55-29-04-00

KENNETH SARPIO

Professional Surveyor and Mapper PSM No. 6348 State of Ficilita

made under my direction and meets the Minimum Technical Standards as per Chapter 5J-17.051 & .052 F.A.C., pursuant to section 472.027,

BIR G BENCHBIANK **☆** LAMPPOST M WILL - e centen inc + €

SENGRETE MONUMENT CATCHBASN

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2024

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS APRIL 30, 2024

			Debt Service	Debt Service		Total
	(General	Fund Series	Fund Series	Gov	vernmental
		Fund	2014	2018		Funds
ASSETS	_		_	_	_	
Cash	\$	664,953	\$ -	\$ -	\$	664,953
Investments						
Reserve		-	517,100	273,734		790,834
Revenue		-	616,048	674,397		1,290,445
Prepayment		-	115	1,198		1,313
Due from general fund		-	1,577	1,704		3,281
Due from debt service fund - series 2014		-	-	38,728		38,728
Due from other		320				320
Total assets	\$	665,273	\$ 1,134,840	\$ 989,761	\$	2,789,874
LIABILITIES Liabilities:						
Accounts payable		1,000	-	-		1,000
Due to debt service fund - series 2014		1,577	-	-		1,577
Due to debt service fund - series 2018		1,704	38,728	-		40,432
Retainage payable		10,701	-	-		10,701
Developer advance		1,500				1,500
Total liabilities		16,482	38,728			55,210
FUND BALANCES: Restricted for			1 000 110	000 704		0.005.070
Debt service		-	1,096,112	989,761		2,085,873
Assigned		400.005				400.005
3 months working capital		109,825	-	-		109,825
Lake bank remediation		243,013	-	-		243,013
Unassigned		295,953	- 1 000 110			295,953
Total fund balances		648,791	1,096,112	989,761		2,734,664
Total liabilities and fund balances	\$	665,273	\$ 1,134,840	\$ 989,761	\$	2,789,874

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND FOR THE PERIOD ENDED APRIL 30, 2024

	Current Month	Year to Date	Budget	% of Budget
REVENUES	A 4.770	0.504.040	A 504 500	000/
Assessment levy: on-roll	\$ 1,773	\$ 584,218	\$591,583	99%
Miscellaneous income	2,534	18,099	-	N/A
Total revenues	4,307	602,317	591,583	102%
EXPENDITURES A design of worth to				
Administrative		10,134	40.000	25%
Engineering Audit	- 1,450	7,450	40,000 7,200	103%
Legal	1,450	3,424	20,000	17%
Management, accounting, recording	4,080	28,560	48,960	58%
Debt service fund accounting	4,000	3,208	5,500	58%
Postage	31	237	500	47%
Insurance	-	7,160	7,574	95%
Trustee	_	5,053	5,300	95%
Trustee - second bond series	_	5,000	5,300	0%
Arbitrage rebate calculation	_	500	1,500	33%
Dissemination agent	167	1,167	2,000	58%
Telephone	4	29	50	58%
Printing & binding	29	204	350	58%
Legal advertising		255	1,200	21%
Annual district filing fee	_	175	175	100%
Contingencies	_	-	500	0%
Website	_	705	705	100%
ADA website compliance	_	_	210	0%
Property appraiser	_	2,207	9,243	24%
Tax collector	35	11,672	12,325	95%
Total administration expenses	6,254	82,140	168,592	49%
Field Operations				
Operations management	625	4,375	7,500	58%
GIS Solutions	3,500	9,500	12,000	79%
Drainage / catch basin maintenance	-	-	6,500	0%
Other repairs and maintenance	-	13,326	150,000	9%
Lake maintenance / water quality	6,375	36,408	71,987	51%
Total field operations expenses	10,500	63,609	247,987	26%
Total expenditures	16,754	145,749	416,579	35%
Excess (deficiency) of revenues				
over/(under) expenditures	(12,447)	456,568	175,004	
Fund balance - beginning	661,238	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	295,953	295,953	6,309	
Fund balance - ending	\$648,791	\$648,791	\$359,147	
g	77.7,.31	, , , , , , , , ,	,,	

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - SERIES 2014 FOR THE PERIOD ENDED APRIL 30, 2024

	Current Month		Year to Date		Budget		% of Budget	
REVENUES						901	Daagot	
Assessment levy: on-roll	\$	1,609	\$	530,313	\$ 537,	.000	99%	
Interest		5	•	30	. ,	_	N/A	
Total revenues		1,614		530,343	537,	,000	99%	
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		32		10,596	11,	188	95%	
Property appraiser				2,003	8,	,391	24%	
Total other fees and charges		32		12,599	19,	579	64%	
Total expenditures		32		347,380	530,	460	65%	
Excess/(deficiency) of revenues								
over/(under) expenditures		1,582		182,963	6,	,540		
Fund balances - beginning	1,0	094,530		913,149	900,	,022		
Fund balances - ending	\$1,0	096,112	\$^	1,096,112	\$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 APRIL 30, 2024

	Current Month			% of Budget
REVENUES			Budget	
Assessment levy: on-roll	\$ 1,738	\$ 572,838	\$580,060	99%
Interest	3,803	20,479	_	N/A
Total revenues	5,541	593,317	580,060	102%
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	35	11,445	12,085	95%
Total other fees and charges	35	13,594	21,148	64%
Total expenditures	35	372,241	575,242	65%
Excess/(deficiency) of revenues				
over/(under) expenditures	5,506	221,076	4,818	
Fund balances - beginning	984,255	768,685	735,618	
Fund balances - ending	\$989,761	\$ 989,761	\$740,436	

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

1 2 3	NAP	TES OF MEETING PLES RESERVE DEVELOPMENT DISTRICT	
4 5	The Board of Supervisors of the Nap	oles Reserve Community Development District held a	
6	Regular Meeting on May 9, 2024 at 10:00	a.m., at the Island Club at Naples Reserve, 14885	
7	Naples Reserve Circle, Naples, Florida 34114	4.	
8 9	Present were:		
10 11 12 13	Thomas Marquardt Anna Harmon Lisa Wild	Chair Assistant Secretary Assistant Secretary	
14 15	Also present:		
16 17 18 19 20 21 22 23	Jamie Sanchez Shane Willis Meagan Magaldi (via telephone) Terry Cole (via telephone) Andy Nott Heidi McIntyre Sue Michels	District Manager Operations Manager District Counsel District Engineer Superior Waterways Resident Resident	
242526	FIRST ORDER OF BUSINESS	Call to Order/Roll Call	
27	Ms. Sanchez called the meeting to order at 10:02 a.m. Supervisors Marquardt, Harmon		
28	and Wild were present. Supervisors Godfre	y and Inez were absent.	
29			
30 31	SECOND ORDER OF BUSINESS	Public Comments	
32	Resident Heidi McIntyre asked to	defer her comments about the ponds until that	
33	agenda item. The Board agreed to open pub	olic comments during the Ninth Order of Business.	
34			
35 36	THIRD ORDER OF BUSINESS	Chair's Opening Remarks	
37	Mr. Marquardt provided the following updates:		
38	He, HOA President Heidi Devlin an	d Ms. Magaldi discussed the role of the CDD and	
39	liability concerns of swimmers in the big la	ke. The HOA requires those using the water vessels	
40	to sign a waiver, which helps absolve the	HOA of lability. Regarding anyone jumping in the	

water, the CDD has "No Swimming Allowed" signs posted throughout the community. They are correcting the code, to read "No Swimming Allowed in the Big Lakes".

Mr. Marquardt asked Ms. Magaldi if the CDD needs to do anything in addition to posting signage. Ms. Magaldi stated that this is not a clear-cut matter, it hinges on the point of 1) does the CDD have a duty, 2) was that duty breached and 3) was the breach the approximate cause of that injury. Also, whether the CDD has warning signs in place and knows of individuals who are swimming. There are other points with regard to wild animals and liability. She believes, if this becomes a reoccurring issue, the CDD might need to revisit it.

Mr. Willis stated that, typically, in other CDDs, the CDD Rules are emailed to the HOA to include in the newsletter, "no swimming" language is added to the guest passes and, if they can identify the violator, the homeowner is fined.

Discussion ensued regarding the current CDD signage in public places and the CDD inability to enforce the Rules.

- Newsletter: Mr. Marquardt agreed to place "no swimming" language in the newsletter.
- The HOA and the Design Review Committee (DRC) are reviewing the proposed downspouts and gutter plans and, upon approval, the final form will be placed in the newsletter and distributed to residents. They also agreed to review and approve future resident requests.
- He likes the idea of adding "no swimming" to the guest pass and will pass this along to the HOA. Another suggestion was to add "Do not feed the wildlife" language to the guest pass.

Mr. Marquardt discussed a complaint allegation about an alligator being "slaughtered" in one of the smaller lakes. The HOA wanted to pursue the person spraying the lakes but he advised the HOA that this is a CDD matter. The technician explained the situation to him and Mr. Willis confirm that the alligator was still alive and chasing fish; the alligator just swam into the dye, which is 100% safe for lakes and made of all natural ingredients.

FOURTH ORDER OF BUSINESS

Consideration of Napier Sprinkler, Inc. Proposals

A. Proposals #e1327 [14398 Laguna Springs] Grading Slope Correction

Mr. Willis stated that he was unable to obtain additional proposals; MRI was too busy to submit a proposal in time and Anchor Marine politely declined. Asked about BrightView Landscaping's (BrightView) capability, Mr. Marquardt stated that BrightView would subcontract the project, as they do not have the equipment necessary for a project of this size.

NAPLES RESERVE CDD	DRAFT	May 9, 2024

Mr. Marquardt asked for Mr. Cole's input on this and the next proposal. Mr. Cole recommended proceeding with Napier Sprinkler, Inc. (Napier) for the project; he deems them responsive and responsible and Napier has done a "good job" on many CDD projects.

Discussion ensued regarding the recommendation to commence the project now since the CDD permit is not in compliance. It was noted that the CDD has no recourse to pursue the homeowner or Developer for the costs and proceeding with litigation would be long and costly.

Mr. Marquardt asked Staff to notify affected homeowners of the upcoming project and the scope of work. It was noted that this involves ten homes, not nine. Mr. Marquardt asked Staff to update the GIS map to identify the location of the ten properties. Mr. Willis stated that he and Mr. Cole will work on the map, have the proposal adjusted and schedule work.

On MOTION by Mr. Marquardt and seconded by Ms. Harmon, with all in favor, Napier Sprinkler, Inc. Proposal #e1327 for Grading Slope Correction at 14398 Laguna Springs, in a not-to-exceed amount of \$39,600, subject to the project being completed before the end of Fical Year 2024, was approved.

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

Mr. Marguardt stated that he will include the purpose of the project in the newsletter.

On MOTION by Mr. Marquardt and seconded by Ms. Wild, with all in favor, Napier Sprinkler, Inc. Proposal #e1350 for Grading Slope Correction at 14266 Galley Ct, in a not-to-exceed amount of \$67,800, subject to the project being completed before the end of Fical Year 2024, was approved

FIFTH ORDER OF BUSINESS

Discussion: Fiscal Year 2025 Proposed Budget

The Board and Staff reviewed the adopted Fiscal Year 2024 budget and discussed potential changes for Fiscal Year 2025, including the "insurance", "GIS solutions" and "Lake maintenance/water quality" budget line item amounts. The changes might increase assessments. The proposed Fiscal Year 2025 budget will be presented at the next meeting.

SIXTH ORDER OF BUSINESS

Discussion: Removal of Grasses on Caseby-Case Basis

Mr. Marquardt discussed the current policy of trimming grasses but not removing any unless homeowners request it so they can fish. He asked if the Board thinks the policy is too strict and if requests should be considered on a case-by-case basis but not be considered for aesthetic reasons. He is sympathetic to 14358 Laguna Springs Lane resident who took measures on the grading, when constructing the infinity pool, but the littoral grasses are now overgrown.

Ms. Sanchez stated that a map of the lakes is behind Tab B.

Resident Sue Michels referred to the map and photographs of Lake 7. She asked about relocating the littorals by the waterline so she is able to fish in the lake behind her residence.

Discussion ensued about a recommendation to treat all spike rush to prevent it from growing past the water line and slow regrowth, placing signs identifying fishing areas and possibly trimming the spike rush aggressively, while the District Engineer determines the ability to relocate the littoral shelf, which will require modifying the LDO permit.

Mr. Willis thinks the Board needs to make decisions about identifying fishing areas and how to handle infinity pools, on a case-by-case basis, which will allow the technician to remove the littorals behind residences to comply with the infinity pool request.

Mr. Nott agreed with Mr. Marquardt about cutting back the spike rush at 14358 Laguna Springs Lane to determine the necessary maintenance frequency. Mr. Marquardt recalled Mr. Barrow having the same issue. He reiterated his thoughts about considering requests on a case-by-case basis, as long as it does not jeopardize the littoral shelves or cause shoreline erosion. Mr. Willis stated that most CDDs identify the fishing areas and infinity pools and add them to the GIS mapping program.

Mr. Cole reviewed the approved plans for Naples Reserve Phase 1 and the aerial. It shows compliance with the required littoral amounts for all the lakes within the Phase 1 project, which includes Lake 7, with 256,189 square feet of littorals.

Mr. Marquardt summarized the next steps of aggressively cutting back the littorals, including Laguna Springs Lane, to see if it satisfies the resident's request.

In response to a question of whether the technicians are spraying the rocks on the island, Mr. Nott reviewed protocols. Mr. Willis stated that littorals above the high-water mark are on HOA property.

SEVENTH ORDER OF BUSINESS

Consideration of Tree Trimming Proposals

	NAPLES RESERVE CDD DRA	AFT May 9, 2024	
143	Mr. Willis stated that the title of this	agenda should be "Consideration of Trimming	
144	Grasses and Weeds".		
145	Mr. Willis presented the Superior W	aterway Services Service Agreement to trim	
146	grasses/weeds, on an as-needed basis. Mr. Nott will be able to calculate how many feet can be		
147	trimmed in a day, once a few areas are complet	ed. Mr. Willis stated that the cost is \$2,000 less	
148	than what the CDD paid LandCare.		
149	Ms. Sanchez will verify if additional fund	Is need to be added to the budget line item for	
150	Fiscal Year 2025.		
151			
152 153 154 155 156	the Supervisor Waterway Services,	onded by Ms. Harmon, with all in favor, Inc. Service Agreement to trim een the yards and the high-water mark, 00, was approved.	
157 158 159 160 161	EIGHTH ORDER OF BUSINESS	Consideration of M.R.I. Construction Inc. Proposal #468 [Clean and Replace Rip Rap at 14508 Stern Way Drainage Structure	
162 163	This item was presented following the Te	enth Order of Business.	
164 165 166 167	NINTH ORDER OF BUSINESS	Discussion: Supervisor Waterway Services, Inc. Lake Treatment Report [March – April 17, 2024]	
168	The Supervisor Waterway Services, Ir	nc. Lake Treatment Report was included for	
169	informational purposes.		
170	Mr. Nott stated that crews were on site	e spraying the lakes and littorals, in addition to	
171	the regular technician, to help stay ahead	of overgrowth; they will help the technician	
172	periodically, as needed.		
173			
174 175 176	TENTH ORDER OF BUSINESS	Acceptance of Unaudited Financial Statements as of March 31, 2024	
177	Ms. Sanchez presented the Unaudited Fi	nancial Statements as of March 31, 2024.	

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

Consideration of M.R.I. Construction Inc. Proposal #468 [Clean and Replace Rip Rap at
 14508 Stern Way Drainage Structure]

This item, previously the Eighth Order of Business, was presented out of Order.

Mr. Marquardt asked if this is a CDD matter. Mr. Willis replied affirmatively and noted that Mr. Cole researched and confirmed that this is a CDD structure, not an HOA structure; the HOA owns the drainage swale. Mr. Nott stated that this area has not been maintained, as the CDD and HOA each thought the other was maintaining it. Mr. Willis thinks work might help water free flow into the drain but, in his opinion, the cause of flooding behind the residence is because the drainage swale was altered.

A standard form of Agreement will be prepared and the vendor will provide a revised proposal that includes warranty terms.

On MOTION by Mr. Marquardt and seconded by Ms. Harmon, with all in favor, M.R.I. Construction Inc. Proposal #468, as amended, to Clean and Replace the Rip Rap at the Drainage Structure at 14508 Stern Way, in a not-to-exceed amount of \$6,800, was approved.

ELEVENTH ORDER OF BUSINESS

Approval of March 14, 2024 Regular Meeting Minutes

Ms. Sanchez stated that she did not receive any edits to the minutes.

On MOTION by Ms. Wild and seconded by Mr. Marquardt, with all in favor, the March 14, 2024 Regular Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS

Other Business

There was no other business.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

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

	NAPI	LE2 KES	ERVE CDD	DRAFI	iviay 9, 2024
217		•	Draft Stormwater Manage	ment Rules and Policies	
218		Ms. I	Magaldi stated that she is sti	ll working on the draft storm	water rules and policies
219	and v	will ema	il the final updated version to	everyone to review and subn	nit their comments prior
220	to th	e next n	neeting.		
221	В.	Distr	ict Engineer: Bowman Consul	ting Group LTD	
222		Mr. (Cole reviewed the plans and	d informed the Board that t	he entry road is a dry
223	reter	ntion ar	ea. Mr. Marquardt asked for	information supporting this	so he can forward it to
224	Heidi	i. He ask	xed for "Continued Discussion	: Removal of Grasses" to be or	n the next agenda.
225	C.	Oper	ations Manager: Wrathell, H	unt and Associates, LLC	
226		•	Monthly Report		
227		The F	ield Operations Report was ir	ncluded for informational purp	oses.
228		Mr. V	Villis noted May 9, 2024 is the	e correct date of the Report, no	ot March 9, 2024.
229	D.	Distr	ict Manager: Wrathell, Hunt	and Associates, LLC	
230		•	NEXT MEETING DATE: Jui	ne 13, 2024 at 10:00 AM [F	Presentation of FY2025
231			Proposed Budget]		
232			O QUORUM CHECK		
233		The r	next meeting will be held on	June 13, 2024. The proposed	Fiscal Year 2025 budget
234	will b	e discu	ssed and presented for consic	leration in June.	
235		Ms. S	sanchez briefed the Board on	the ethics training requireme	nt and about registering
236	with	the Flo	rida Commission on Ethics to	file Form 1 electronically. Ms	s. Magaldi will email the
237	link t	o Ms. Sa	anchez to email to the Board.		
238					
239	FOU	RTEENT	H ORDER OF BUSINESS	Public Comments	
240 241		No m	embers of the public spoke.		
		NO III	embers of the public spoke.		
242 243	CICTO	ENTU C	ORDER OF BUSINESS	Supervisors' Bogues	***
243 244	FIFIC	ENIAC	ORDER OF BUSINESS	Supervisors' Reques	515
245		There	e were no Supervisors' reques	ts.	
246					
247	SIXTE	EENTH (ORDER OF BUSINESS	Adjournment	
248 249 250			OTION by Ms. Harmon and an and an and an and an and an arrive at 11:16 a	seconded by Mr. Marquardt, .m.	with all in favor,

	NAPLES RESERVE CDD	DRAFT	May 9, 2024
251			
252			
253			
254			
255	Secretary/Assistant Secretary	Chair/Vice Chair	

NAPLES RESERVE

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS A

STORMWATER MANAGEMENT RULES AND POLICIES FOR

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

Section 1. Short Title, Authority and Applicability

- a. This document shall be known and may be cited as the "Stormwater Management Rules and Policies for Naples Reserve Community Development District".
- b. The Board of Supervisors (the "<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 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"	Commented [MM12]: 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	nit 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)}.

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

EXHIBIT "A"

Depiction of the Property and License Area

(See Attached)

EXHIBIT "B"

Plan for Drainage Improvements

(See Attached)

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. ASSOCIATION OBLIGATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to District: Naples Reserve Community Development District

Attn: District Manager

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

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

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

Naples, FL 34103

If to Association: Naples Reserve Homeowners Association, Inc.

Attn: General Manager 14885 Naples Reserve Circle

Naples, FL 34114

With copy to: Varnum, LLP

Attn: S. Kyla Thompson, Esq.

999 Vanderbilt Beach Road, Suite 300

Naples, FL 34108

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

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

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

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

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

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

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

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

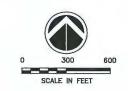
IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

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

NAPLES RESERVE

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS B



LAKE	AREA (Ac.)	LAKE LITTORAL AREA (Ac
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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	
16	3.5	
17	6.7	
18	4.0	
19	7.0	
20	3.2	.35
21	61.1	5.00
24	50.0	
TOTAL	214.4	11.41

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

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

COMMUNITY DEVELOPMENT DISTRICT LANDS



LAKE TRACTS CONVEYED TO CDD



PRESERVE TRACTS MAINTAINED BY HOA



DRAINAGE EASEMENTS AND PIPES MAINTAINED BY CDD

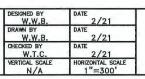


LAKE LITTORAL AREA

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LELLAND WQS 6-4	
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A)	ADDED WCS's & WQS's	5/22
LETTER	REVISIONS	DATE

NAPLES RESERVE

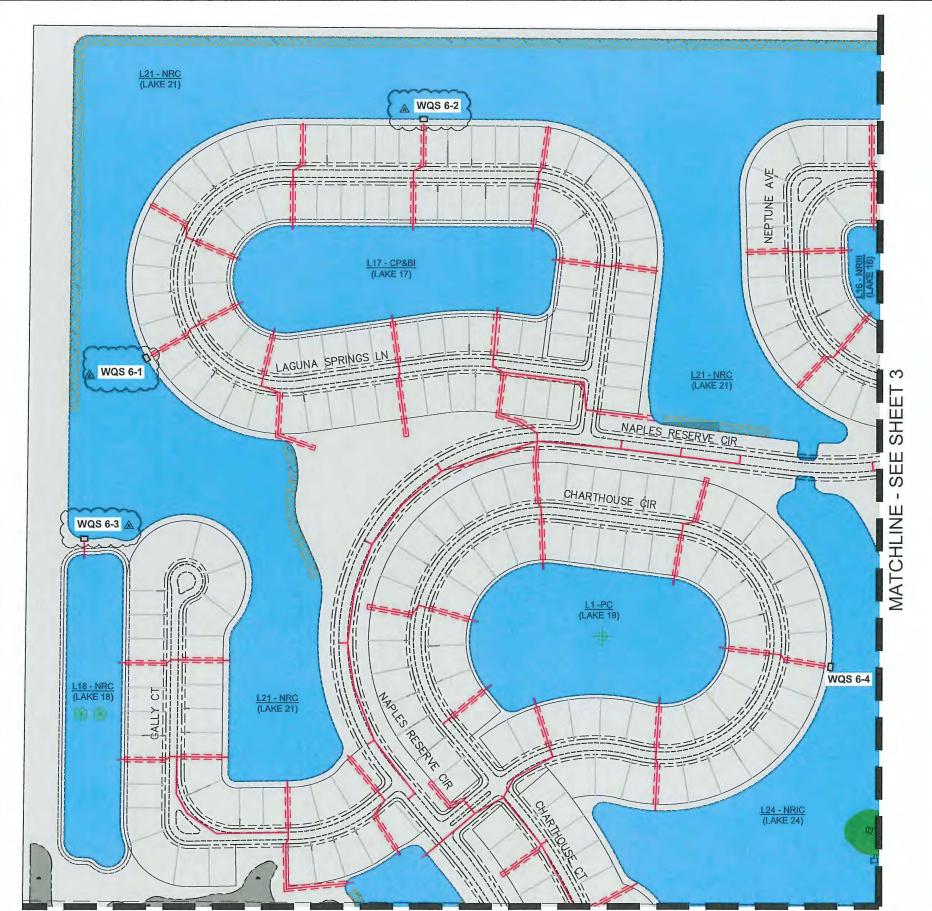


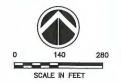


950 Encore Way Naples, FL. 34110 Phone: (239) 254-2000 Florida Certificate of Authorization No.1772

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

LAKE TRACTS CONVEYED TO CDD

PRESERVE TRACTS MAINTAINED BY HOA

DRAINAGE EASEMENTS AND PIPES
MAINTAINED BY CDD

LAKE LITTORAL AREA

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

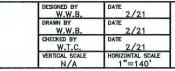
NOTES:

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

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NAPLES RESERVE



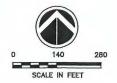


950 Encore Way Naples, FL. 34110 Phone: (239) 254-2000 Florida Certificate of Authorization No.1772

CDD DRAINAGE EASEMENTS and LAKE CONVEYANCE MAPS

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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- 2. THE DEVELOPMENT IS ZONED 'RPUD'.

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LETTER	REVISIONS	DATE

NAPLES RESERVE



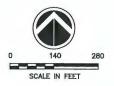


950 Encore Way Naples, FL. 34110 Phone: (239) 254-2000 Florida Certificate of Authorization No.1772

CDD DRAINAGE EASEMENTS and LAKE CONVEYANCE MAPS

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

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



LEGEND

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

COMMUNITY DEVELOPMENT DISTRICT LANDS

PRESERVE TRACTS MAINTAINED BY HOA

LAKE TRACTS CONVEYED TO CDD

DRAINAGE EASEMENTS AND PIPES MAINTAINED BY CDD

LAKE LITTORAL AREA

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

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

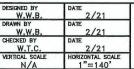
P.C. PARROT CAY S.C. SUTTON CAY

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NAPLES RESERVE



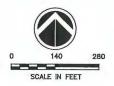


950 Encore Way Naples, FL. 34110 Phone: (239) 254-2000 Florida Certificate of Authorization No.1772

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

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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- 2. THE DEVELOPMENT IS ZONED 'RPUD'.

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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	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, 2023¹ CANCELED	Regular Meeting	10:30 AM
NO QUORUM		
February 1, 2024	Regular Meeting	10:30 AM
March 7, 2024	Regular Meeting	10:30 AM
rescheduled to March 14, 2024		
March 14, 2024	Regular Meeting	10:00 AM
May 2, 2024	Regular Meeting	10:30 AM
rescheduled to May 9, 2024		
May 9, 2024	Regular Meeting	10:00 AM
June 6, 2024	Regular Meeting	10:30 AM
rescheduled to June 13, 2024	-0	
June 13, 2024	Regular Meeting	10:00 AM
3		
August 1, 2024	Regular Meeting	10:30 AM
rescheduled to August 8, 2024		
August 8, 2024	Regular Meeting	10:00 AM
September 5, 2024	Regular Meeting	10:30 AM
rescheduled to September 12, 2024	negulai Meetilig	10.30 AIVI
September 12, 2024	Pogular Monting	10:00 AM
September 12, 2024	Regular Meeting	TO:OO AIVI