### **NAPLES RESERVE**

COMMUNITY DEVELOPMENT
DISTRICT

March 13, 2025

**BOARD OF SUPERVISORS** 

REGULAR MEETING
AGENDA

### NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

## AGENDA LETTER

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

2300 Glades Road, Suite 410W 

Boca Raton, Florida 33431

Phone: (561) 571-0010 

Toll-free: (877) 276-0889 

Fax: (561) 571-0013

March 6, 2025

**ATTENDEES:** 

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

Board of Supervisors Naples Reserve Community Development District

Dear Board Members:

The Board of Supervisors of the Naples Reserve Community Development District will hold a Regular Meeting on March 13, 2025 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. FMSbonds, Inc., Presentation: Refinancing 2014 Bonds
- 5. Discussion: 14646 Tropical Drive
  - Encroachment Agreement
- 6. Consideration of Resolution 2025-03, Setting Conditions for Emergency Expenditures, Maintenance Repair Expenditures and Authorizing the Chairperson to Make Said Expenditures; Providing for Conflicts; Providing for Severability; and Providing an Effective Date
- 7. Ratification of Generator Encroachment Agreement [Marie A. Orapello, 14336 Neptune Avenue]
- 8. Consideration of Proposals for Lake Bank Restoration Projects
- 9. Acceptance of Unaudited Financial Statements as of January 31, 2025
- 10. Approval of February 13, 2025 Regular Meeting Minutes
- 11. Other Business

Board of Supervisors Naples Reserve Community Development District March 13, 2025, Regular Meeting Agenda Page 2

### 12. Staff Reports

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

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: May 8, 2025 at 10:00 AM

### QUORUM CHECK

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

- 13. Public Comments
- 14. Supervisors' Requests
- 15. 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

Presentation to the Board of Supervisors



### Disclosure

### **FMS Role As Underwriter**

FMSbonds, Inc., is providing the information contained in this document for discussion purposes only in anticipation of serving as underwriter. The primary role of FMSbonds, Inc., ("FMS") as an underwriter, is to place securities with a view to distribute in an arm's-length commercial transaction with the CDD. FMS may have financial and other interests that differ from those of the CDD. FMS is not acting as a municipal advisor, financial advisor or fiduciary to the CDD or any other person or entity. The information provided is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. The CDD should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. Securities offered by FMSbonds, Inc, including annuities, are not insured by the FDIC or any government agency; are not deposits or other obligations of or guaranteed by FMSbonds, Inc. or any of its affiliates; and are subject to investment risks, including possible loss of the principal invested. FMSbonds, Inc. is a broker/dealer, member FINRA/SIPC. FMS has a policy that is designed to comply with the disclosure requirements under revised MSRB Rule G-23. In conjunction with these requirements, we are providing the following disclosure to all of our municipal underwriting clients.



### **Contents**

- Plan of Refinancing
- II. FMS Bonds

### Plan of Refinancing

### **Executive Summary**

- ➤ Naples Reserve CDD issued its \$7,680,000 of Series 2014 Bonds in order to finance a portion of the water, sewer, and roadway improvements for the first phase of the community.
- ➤ Naples Reserve CDD issued its \$8,550,000 of Series 2018 Bonds in order to finance a portion of the water, sewer, and roadway improvements for the second phase of the community.
- ➤ At time of issuance of the Series 2014, the community was not built out and the bonds were issued with an interest rate of 5.625%.
- ➤ The Series 2014 Bonds are outstanding in the principal amount of \$6,305,000 and are callable, ie, can be refinanced at par.
- ➤ The Series 2014 Bonds can be refinanced at a lower rate to achieve annual debt service savings for the District.

  Approximate annual savings is 13.44%.
- > The maturity of the refinancing issuance will be the same as the Series 2014 Bonds, 2045.
- > The Series 2018 Bonds are not callable until November 1, 2028.

### Plan of Refinancing

### **Proposed Loan – Summary of Key Terms / Assumptions**

➤Par: New Par would be equal to or less than Old Par.

➤Term: Final Maturity of 2045, same as 2014 Bonds.

➤ Debt Service: Level debt service through maturity.

>Coupon: Approx. 4.75% fixed rate if issued today.

>Rating: No Rating required.

➤ Reserve Fund:

Approximately \$10,000. Current bonds have a ~\$517,100 reserve fund. The excess would be used to pay issuance costs and to reduce the principal amount of the 2025 Bonds.

All costs of refinancing are included in the financing so there are NO out of pocket costs for the District. ➤ Issuance Costs:

**≻**Timing: 6-8 weeks to close, depending on board action.

### Plan of Refinancing

### **Savings/Proceeds Summary**

	<u>Current Bonds</u>	Refunding Bonds
Bonds Outstanding	\$6,305,000	\$5,640,000
Average Yield (1)	5.625%	4.75%
Average Annual Debt Service (2)	\$514,872	\$445,688
Total Debt Service 2026-2045	\$10,297,444	\$8,913,750
Reserve Fund	\$517,100	\$10,000
Call Date	Currently Callable	5/1/2035
Final Maturity	2045	2045
SAVINGS SUMMARY		
Annual Savings - District	\$69,185	
Annual Savings - %	13.44%	
Total Savings - District		\$1,383,694

<sup>(1)</sup> Preliminary and subject to change, actual rate will be set at time of pricing.

<sup>(2)</sup> The numbers herein will be grossed up to include early payment discounts and collection costs.



### **II. FMS Bonds**

### Firm Overview and Experience

### **FMS Bonds Overview**

- > FMS Bonds, Inc. is one of the largest privately held municipal bond broker dealers in the US.
- ➤ The firm, which has been in business for over 40 years, employs over 125 professionals which serve institutional and retail clients.
- > FMS is the market leader in underwriting and placing financings for Community Development Districts.
- ➤ FMS personnel has handled over 600 financings for Community Development Districts representing over \$12 billion in volume.
- > FMS served as the underwriter for both the Series 2014 Bonds and Series 2018 Bonds.

## NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

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## 14646 Tropical DR

Photos to Inform Drainage Issue Discussion

## West side

### Looking south towards pool pad

- Non-swale side fills quickly and drains across my lanai instead of north towards the pond.
- Even after rain, the water sits on top of the pavers.



## West side looking N Side for proposed french drain

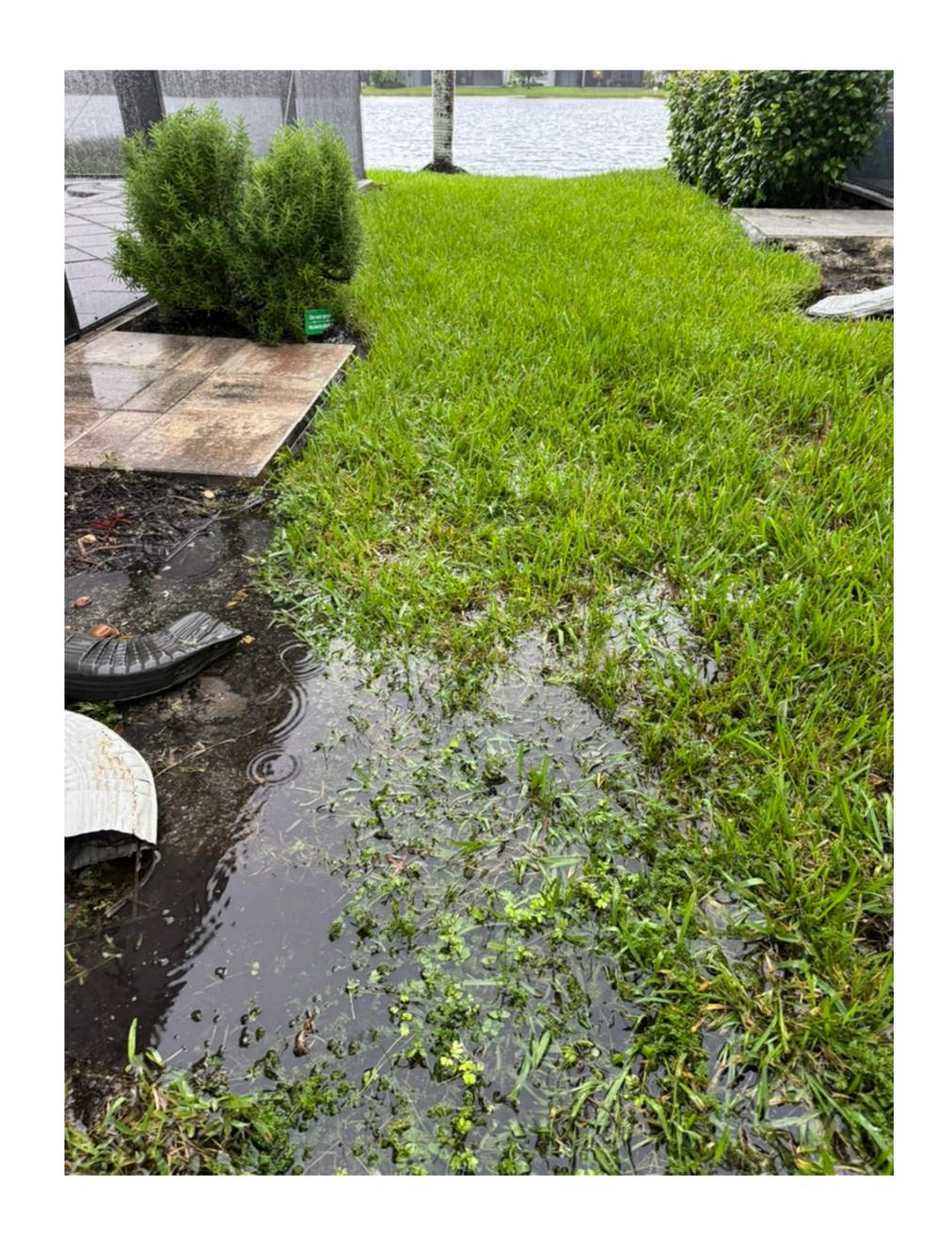
 There is a high point near the white vent that prevent the water from draining properly.



## East side swale

 Swale does not drain properly.
 Water remains pooled after rain due to damaged swale.





# East side swale Looking south towards street

 Drain pipe completely submerged during heavy rains



## View from lanai Looking north

 After the water builds up on the west side, it flows across the lanai towards the swale. It quickly overwhelms the visible drain because the swale is blocked and can't drain properly.



# Lanai view Looking east towards swale

 The water sits over the pavers and washes out the sand. Pavers are now sinking. I fear there is unseen structural damage occurring as well.



## Thanks!

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 6<sup>th</sup> day of 2025, by and between NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT ("District") and SCOTT DEVERE WOOD AND DEMET CEYLAN WOOD (collectively, "Owner").

#### **RECITALS**

A. Owner is the owner in fee simple of that certain real property located at 14646 Tropical Drive, Naples, Florida 34114, which real property is legally described as follows (the "Owner's Property"):

Lot 26, Block 3B, Naples Reserve Phase II, according to the plat thereof, as recorded in Black 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 north side of the Owner's Property is subject to and encumbered by 10.0' lake maintenance easement (the "<u>Easement</u>"). District is the owner and holder of rights in the Easement.
- C. Owner intends to construct and maintain a French drain and related improvements (collectively, the "<u>Improvements</u>") that will partially encroach into the 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 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 Easement

has been expanded or increased or Owner has otherwise constructed or installed improvements beyond or in addition to the permitted Improvements in the 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 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 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 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 Easement (including, without limitation, the maintenance, repair, and/or replacement of improvements within or adjacent to the Easement such as buried pipes or other drainage lines), District will make reasonable efforts to work around the Encroachment; provided, however, that Owner shall pay for all of District's costs associated with working around the Encroachment to the extent that such costs would not have been incurred but for the Encroachment. Said additional costs are, at the election of District, to be paid to District in advance of any work to be performed by District. District shall be the sole judge of such incremental costs. Only if District, in its sole judgment, is not able to work around the Encroachment, will District mandate that the Encroachment be moved or removed, at no cost to District, as then may be needed to allow District the needed use of the Easement. If Owner fails to remove the Encroachment after written request of District, District may remove the Encroachment and charge Owner for the cost thereof. Removal of the

Encroachment will be the last alternative solution of any such use problem(s) unless the incremental cost of the least expensive and viable alternative solution exceeds the cost of removal.

- 5. <u>Indemnification</u>. In order to induce District to consent to the Encroachment, as evidenced by this Agreement, Owner hereby agrees to fully protect, indemnify, defend, save and hold District, and its supervisors, officers, employees, agents, administrators, and all of their respective heirs, successors and assigns (collectively, the "<u>Indemnified Parties</u>"), harmless from and against any and all claims, damages, expenses, costs, charges, obligations, liabilities, fees, penalties, assessments, taxes, losses, etc. of any kind or nature whatsoever, whether mature or not, in law or in equity, whether as a result of settlement, litigation or arbitration which may be incurred or suffered by one or more of the Indemnified Parties arising out of, relating to or resulting from the construction, use, maintenance and occupation of the Encroachment and any removal of any improvements within the Encroachment, and in all events including, but not limited to, any and all attorneys' fees, court costs, and including costs incurred in any appellate proceedings, or costs of arbitration and all expenses in defending same, in connection with any and all of the above.
- 6. Other Approvals. Owner shall be responsible for obtaining any and all approvals of any other entity having an interest in the Easement, including, without limitation, Collier County and the Naples Reserve Homeowners Association, Inc.
- 7. **Binding Effect**. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successor and assigns forever. This Agreement, the rights and privileges herein granted and the burdens imposed hereby shall be perpetual and shall run with and bind Owner's Property.
- 8. <u>Governing Law / Venue</u>. This Agreement shall be construed in accordance with Florida law (exclusive of choice of law rules). Venue for any action arising hereunder shall lie exclusively in Collier County, Florida.
- 9. <u>Prevailing Party</u>. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees, and costs incurred in connection with such litigation, whether pre-trial, at trial, in arbitration, on appeal, or otherwise.
- 10. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 11. <u>Modifications</u>. This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by both of the Parties.
- 12. <u>Severability</u>. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

- 13. <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.

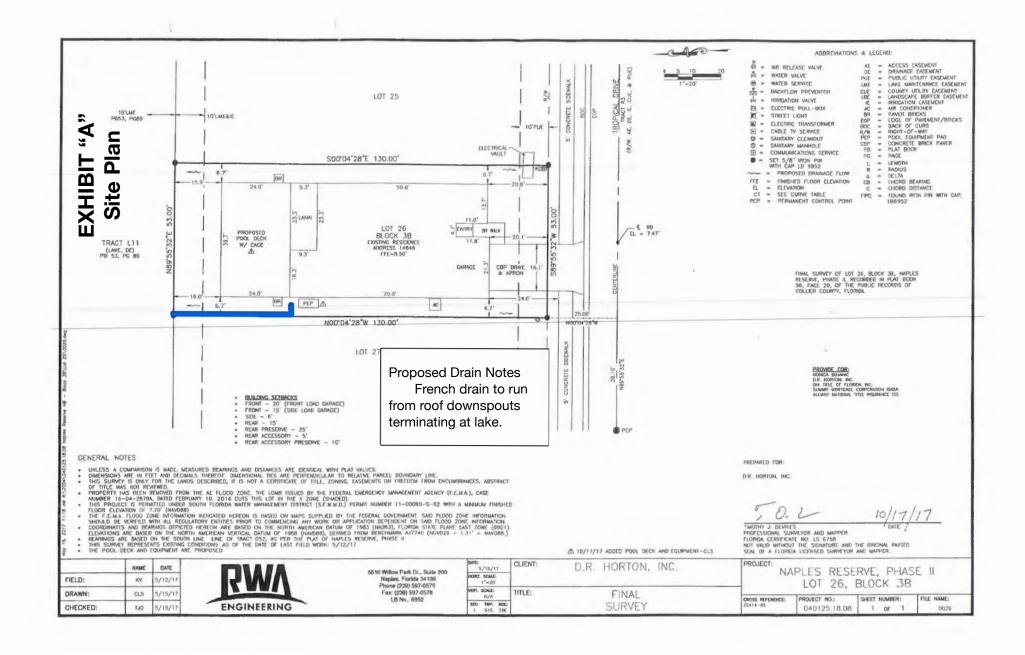
### **DISTRICT:**

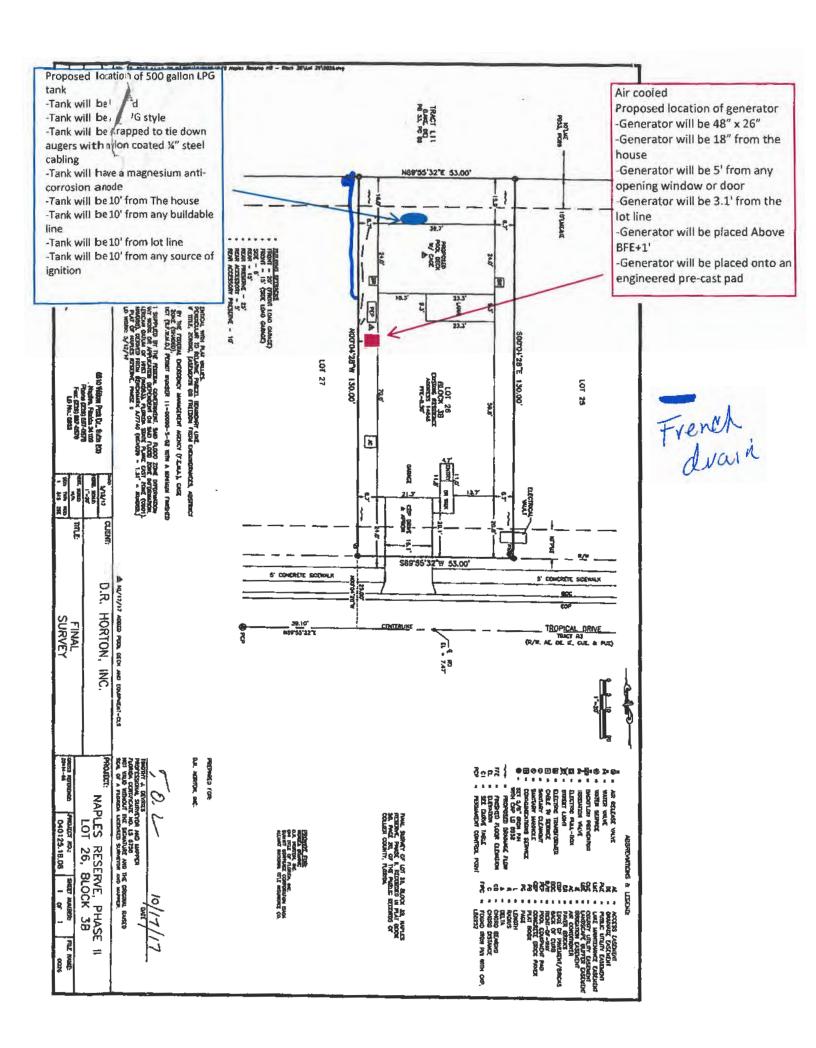
### NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

	DEVELOPMENT DISTRICT
ATTEST:	
	By: Chair / Vice Chair
Secretary / Assistant Secretary	Chair / Vice Chair
STATE OF FLORIDA )	
) ss. COUNTY OF COLLIER )	
online notarization this day of _	acknowledged before me by means of () physical presence or ()
community development district, w	ho is personally known to me or has produced evidence of identification.
(SEAL)	NOTARY PUBLIC Name:
	(Type or Print) My Commission Expires:
	wy Commission Expires.

### **OWNER:**

	Jewa Cool
	Scott Devere Wood
	Demet Ceylan Wood
STATE OF Floride	) ) ss.
COUNTY OF	)
online notarization this $\omega$ day of $m\omega$	vledged before me by means of physical presence or means of physical
SEAL)	- Elealor
HILDA KARIM BARAHONA Notary Public - State of Florida Commission # HH 110204	NOTARY PUBLIC. Name: John Lann Barakone
My Comm. Expires Jul 11, 2025	(Type or Print)  My Commission Expires: 0715/202





## NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

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#### **RESOLUTION NO. 2025-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPLES RESERVE **COMMUNITY DEVELOPMENT** DISTRICT SETTING CONDITIONS FOR EMERGENCY **EXPENDITURES, MAINTENANCE REPAIR EXPENDITURES** AND **AUTHORIZING** THE CHAIRPERSON TO MAKE SAID EXPENDITURES: PROVIDING FOR CONFLICTS: PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Naples Reserve Community Development District (the "<u>District</u>") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District (the "<u>Board</u>") has identified the need to authorize the Chairperson to make emergency expenditures and expenditures for maintenance repairs, and

**WHEREAS**, the Board has identified expenditure limits and conditions under which these expenditures are authorized.

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

- **Section 1**. Recitals. The foregoing recitals are true and correct and incorporated herein as if written into the body of this Resolution.
- **Section 2**. <u>Emergency Expenditures</u>. The Chairperson of the District is hereby authorized to make emergency expenditures for emergency repairs that meet the following conditions:
- (a) In the determination of the Chairperson and with consultation of the District Manager a delay in addressing the emergency could lead to additional damage to district property; and
- (b) In the determination of the Chairperson and with consultation of the District Manager a delay in addressing the emergency could lead to increased cost to make the necessary repairs if not addressed immediately; and
- (c) Funds are available within the District budget to make the necessary repairs, either in a regular budget line item or in reserve funds.

- **Section 3**. <u>Maintenance Repairs</u>. The Chairperson is herein authorized to make expenditures for a not to exceed amount of \$10,000 per item or action for maintenance repair issues that arise and meet the following conditions:
- (a) The cost for the maintenance does not exceed the amount budgeted for these maintenance items; and
- (b) In the determination of the Chairperson and with consultation of the District Manager the maintenance item needs to be addressed to allow for efficient operations and to meet community needs.
- **Section 4**. <u>Notification</u>. Whenever the Chairperson makes expenditures under the provisions of this Resolution, the District Manager will notify each Board member of any expenditures made, the purpose of the expenditure and the dollar amount within twenty-four hours.
- **Section 5**. **Severability**. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid.
- **Section 6**. **Conflicts**. All Sections or parts of Sections of any Resolutions or actions of the Board in conflict are hereby repealed to the extent of such conflict.
- **Section 7**. <u>Effective Date</u>. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

NAPI ES RESERVE COMMINITY

**PASSED AND ADOPTED** this 13th day of March, 2025.

Attest:	DEVELOPMENT DISTRICT	
Jamie Sanchez, Assistant Secretary	Tom Marquardt, Chair	

### NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

## RAFIFICATION ITEMS

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

### **GENERATOR ENCROACHMENT AGREEMENT**

THIS GENERATOR ENCROACHMENT AGREEMENT (this "Agreement") is made this \_\_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_, 2025, by and between NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT ("District") and MARIE A. ORAPELLO ("Owner").

#### RECITALS

A. Owner is the owner in fee simple of that certain real property located at 14336 Neptune Avenue, Naples, Florida 34114, which real property is legally described as follows (the "Owner's Property"):

Lot 9, Block 8, Naples Reserve Phase III, according to the plat thereof as recorded in Plat Book 64, Pages 37 through 41, inclusive of the Public Records of Collier County, Florida.

- B. Pursuant to the terms of the plat of Naples Reserve Phase III, a subdivision according to the plat thereof, as recorded in Plat Book 64, Pages 37 through 41, inclusive, of the Public Records of Collier County, Florida (the "Plat"), the east side of the Owner's Property is subject to and encumbered by a 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 generator and related improvements (collectively, the "<u>Generator 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. Consent to the Encroachment and Covenant not to Construct. Subject to the terms of this Agreement, District hereby expressly consents to the Encroachment and Owner, for itself and on behalf of all of its heirs, successors and/or assigns agrees and covenants that, in consideration for such consent by District, no portion of the Generator Improvements encroaching into the Drainage Easement shall ever be expanded or increased beyond that which is permitted herein. In the event District determines that, notwithstanding Owner's agreement to the restrictive covenant set forth herein, any portion of the Generator

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

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

after written request of District, District may remove the Encroachment and charge Owner for the cost thereof. Removal of the Encroachment will be the last alternative solution of any such use problem(s) unless the incremental cost of the least expensive and viable alternative solution exceeds the cost of removal.

- 5. Indemnification. In order to induce District to consent to the Encroachment, as evidenced by this Agreement, Owner hereby agrees to fully protect, indemnify, defend, save and hold District, and its supervisors, officers, employees, agents, administrators, and all of their respective heirs, successors and assigns (collectively, the "Indemnified Parties"), harmless from and against any and all claims, damages, expenses, costs, charges, obligations, liabilities, fees, penalties, assessments, taxes, losses, etc. of any kind or nature whatsoever, whether mature or not, in law or in equity, whether as a result of settlement, litigation or arbitration which may be incurred or suffered by one or more of the Indemnified Parties arising out of, relating to or resulting from the construction, use, maintenance and occupation of the Encroachment and any removal of any improvements within the Encroachment, and in all events including, but not limited to, any and all attorneys' fees, court costs, and including costs incurred in any appellate proceedings, or costs of arbitration and all expenses in defending same, in connection with any and all of the above.
- 6. Other Approvals. Owner shall be responsible for obtaining any and all approvals of any other entity having an interest in the Drainage Easement, including, without limitation, Collier County and the Naples Reserve Homeowners Association, Inc.
- 7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successor and assigns forever. This Agreement, the rights and privileges herein granted and the burdens imposed hereby shall be perpetual and shall run with and bind Owner's Property.
- 8. Governing Law / Venue. This Agreement shall be construed in accordance with Florida law (exclusive of choice of law rules). Venue for any action arising hereunder shall lie exclusively in Collier County, Florida.
- 9. <u>Prevailing Party</u>. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees, and costs incurred in connection with such litigation, whether pre-trial, at trial, in arbitration, on appeal, or otherwise.
- 10. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 11. <u>Modifications</u>. This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by both of the Parties.
- 12. <u>Severability</u>. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

- 13. <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:	
Secretary / Assistant Secretary  By: Ten Mayum Chair / Vice Chair	
STATE OF FLORIDA ) ss.	
COUNTY OF COLLIER )	
The foregoing instrument was acknowledged before me by means of whysonline notarization this 19th day of February, 2025, by 10th Mac of Naples Reserve Community Development District, who is personally known to me or as evidence of identification.	<i>rguad</i> , as, on behalf of said
(SEAL)  NOTARY PUBLIC  Name: DIMI	Excles
(Tyl My Commission Expires:	pe or Print)

JAMELI SANCHEZ

Notary Public - State of Florida

Commission # HH 274006

My Comm. Expires Jun 9, 2026

Bonded through National Notary Assn.

) ss. The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this 2th day of January , 2025, by Marie A. Orapello, who () is/are personally known to me or () have/has produced as evidence of identification

My Commission Expires: 2/3/2025

**OWNER:** 

(SEAL) ANNE MARIE WAMBACK Commission # HH 094834 Expires February 18, 2025 Bonded Thru Budget Notary Services

STATE OF Florida

COUNTY OF COllier

identification.

# NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

# UNAUDITED FINANCIAL STATEMENTS

NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2025

# NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS JANUARY 31, 2025

		Debt	Debt	
		Service	Service	Total
	General	Fund Series	Fund Series	Governmental
	Fund	2014	2018	Funds
ASSETS				
Cash	\$1,059,724	\$ -	\$ -	\$ 1,059,724
Investments				
Reserve	-	517,100	276,631	793,731
Revenue	-	596,668	673,660	1,270,328
Prepayment	-	119	1,241	1,360
Due from debt service fund - series 2014	-	-	38,728	38,728
Due from other	319			319
Total assets	\$1,060,043	\$ 1,113,887	\$ 990,260	\$ 3,164,190
LIABILITIES				
Liabilities:				
Due to debt service fund - series 2018	\$ -	\$ 38,728	\$ -	\$ 38,728
Retainage payable	10,701	-	-	10,701
Developer advance	1,500	_		1,500
Total liabilities	12,201	38,728		50,929
FUND BALANCES:				
Restricted for				
Debt service	-	1,075,159	990,260	2,065,419
Assigned				
3 months working capital	110,113	-	-	110,113
Lake bank remediation	243,013	-	-	243,013
Unassigned	694,716			694,716
Total fund balances	1,047,842	1,075,159	990,260	3,113,261
<del>-</del>	<b>#</b> 4 000 0 :=	<b></b>	<b>A 200 25 3</b>	<b>.</b>
Total liabilities and fund balances	\$1,060,043	\$ 1,113,887	\$ 990,260	\$ 3,164,190

# NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND FOR THE PERIOD ENDED JANUARY 31, 2025

	Curre Mon		Year Date		Budget	% of Budget
REVENUES						
Assessment levy: on-roll		,185	\$ 629		\$696,752	
Miscellaneous income		,917		,988		N/A
Total revenues	26	,102	645	,735	696,752	<u>93%</u>
EXPENDITURES						
Administrative					40.00	
Engineering		-		401	40,000	
Audit		-		-	7,200	
Legal		-	4.0	472	20,000	
Management, accounting, recording	4	,080		,320	48,960	
Debt service fund accounting		458	1,	,833	5,500	
Postage		11	_	218	500	
Insurance		-		,447	7,900	
Trustee		-	5	,053	5,300	
Trustee - second bond series		-		-	5,300	
Arbitrage rebate calculation		-		-	1,000	
Dissemination agent		167		667	2,000	
Telephone		4		17	50	
Printing & binding		29		117	350	
Legal advertising		-		-	1,200	
Annual district filing fee		-		175	175	
Contingencies		-		-	500	
Website		-		705	705	5 100%
ADA website compliance		-		-	210	
Property appraiser		-		-	10,887	7 0%
Tax collector		393		,585	14,516	87%
Total administration expenses	5	,142	46	,010	172,253	3 27%
Field Operations						
Operations management		625	2	,500	7,500	33%
GIS Solutions		_			1,500	
Drainage / catch basin maintenance		-		-	6,500	
Littotal plantings		-		-	2,500	
Other repairs and maintenance		_	1	,120	150,000	
Lake maintenance / water quality		_		,750	76,500	
Total field operations expenses		625		,370	244,500	
Total expenditures	5	,767		,380	416,753	
Excess (deficiency) of revenues						
over/(under) expenditures	20	,335	583	,355	279,999	9
, , , , , , , , , , , , , , , , , , , ,		,		,	-,	
Fund balance - beginning	1,027	.507	464	,487	169,918	3
Fund balance - ending	•	-			,	
Assigned						
3 months working capital	110	,113	110	,113	110,113	3
Lake bank remediation		,013		,013	243,013	
Unassigned		,716		,716	96,79	
Fund balance - ending	\$1,047		\$1,047		\$449,917	
,	+ .,0 11	<u>, , , , = </u>	+ · , • · ·	, <u></u>	+	_

# NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - SERIES 2014 FOR THE PERIOD ENDED JANUARY 31, 2025

	Curr Mor	-		ear to Date	Budget	% of Budget
REVENUES						
Assessment levy: on-roll	\$ 15	5,557	\$ 4	85,437	\$537,00	0 90%
Interest		3		15		- N/A
Total revenues	15	5,560	4	85,452	537,00	0 90%
EXPENDITURES						
Debt service						
Principal		-	1	60,000	160,00	0 100%
Interest		-	1	76,100	348,40	0 51%
Total debt service			3	36,100	508,40	0 66%
Other fees and charges						
Tax collector		303		9,700	11,18	8 87%
Property appraiser		-		-	8,39	1 0%
Total other fees and charges		303		9,700	19,57	9 50%
Total expenditures		303	3	345,800	527,97	9 65%
Excess/(deficiency) of revenues						
over/(under) expenditures	1	5,257	1	39,652	9,02	1
Fund balances - beginning	1,059	9,902	ç	35,507	920,33	8
Fund balances - ending	\$1,07	5,159	\$1,0	75,159	\$929,35	9

# NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - SERIES 2018 FOR THE PERIOD ENDED JANUARY 31, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 16,805	\$ 524,311	\$580,060	90%
Interest	1,777_	9,334		N/A
Total revenues	18,582	533,645	580,060	92%
EXPENDITURES				
Debt service				
Principal	-	165,000	165,000	100%
Interest	-	195,447	387,078	50%
Total debt service	-	360,447	552,078	65%
Other fees and charges				
Property appraiser	-	-	9,063	0%
Tax collector	327	10,477	12,085	87%
Total other fees and charges	327	10,477	21,148	50%
Total expenditures	327	370,924	573,226	65%
Excess/(deficiency) of revenues				
over/(under) expenditures	18,255	162,721	6,834	
Fund balances - beginning	972,005	827,539	790,179	
Fund balances - ending	\$990,260	\$ 990,260	\$797,013	

# NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

# MINUTES

# **DRAFT**

1 2 3		NAPLES	OF MEETING RESERVE ELOPMENT DISTRICT	
4 5	The Board of Superv	risors of the Naples	Reserve Community Dev	elopment District held a
6	Regular Meeting on Febru	ary 13, 2025 at 10	:00 a.m., at the Island (	Club at Naples Reserve,
7	14885 Naples Reserve Circle	e, Naples, Florida 34	114.	
8	Present were:			
10 11 12 13	Thomas Marquardt Deborah Lee Godfre Lisa Wild	у	Chair Vice Chair Assistant Secretary	
14 15	Also present:			
16 17 18 19 20 21 22 23	Jamie Sanchez Shane Willis (via tele Meagan Magaldi Terry Cole (via telep Andy Nott  Residents present: Heidi McIntyre		District Manager Operations Manager District Counsel District Engineer Superior Waterways Kevin McCarthy	
25	·	Den Garmiker	·	,
26 27	FIRST ORDER OF BUSINESS		Call to Order/Roll Ca	all
28	Ms. Sanchez called t	he meeting to orde	r at 10:01 a.m. Superviso	rs Marquardt, Wild, and
29	Godfrey were present. Supe	ervisors Harmon and	l Inez were not present.	
30 31 32	SECOND ORDER OF BUSINE	ess	Public Comments	
33 34	No members of the	public spoke.		
35 36	THIRD ORDER OF BUSINESS	3	Chair's Opening Ren	narks
37	Mr. Marquardt state	ed a homeowner on	Charthouse noted debri	s and asked for the CDD
38	to mitigate a sandbar creat	ed by a washout. M	r. Willis stated the CDD v	vill not mitigate it; it will
39	be treated as part of the lak	e bank. Mr. Marqua	ardt noted that there is n	o reason to remove it.
40				

**Discussion: 14292 Laguna Springs** 

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**FOURTH ORDER OF BUSINESS** 

## Survey

Ms. Sanchez recalled that this item was deferred at the last meeting because the Board requested a survey and asked why the littorals needed to be removed for a dock. Ms. Wild presented recent pictures. Ms. Sanchez provided an email advising that a section of littorals needs to be removed so that the Marlows are not in the littorals while using their dock.

Discussion ensued regarding the photos and the littorals along the shoreline. It was noted that water levels are currently low.

Mr. Willis stated that he viewed the property when this issue was first raised. He noted some other docks, such as on Lake 21, float over the littorals. He expressed concern about setting a precedent by allowing removal of littorals, which might lead to requests from others.

Discussion ensued about concerns related to boat propellers, the extent of the floating littorals to be removed, associated costs, the request to tether the dock to the shoreline via underwater cables and the potential for lake bank damage.

Mr. Cole stated that the designated littoral planting area for that lot is not in the area proposed for the dock. Ms. Sanchez will email the survey to Mr. Cole and, upon his approval, District Counsel can prepare the Encroachment Agreement. It was noted that the permit is under review by the County; an Encroachment Letter will be needed.

Ms. Magaldi stated that the standard Encroachment Agreement will include specifics applicable to this dock. Littorals are a separate matter to be addressed between the CDD and Superior. Ms. Wild thinks it is important to note that, policy-wise, the area of littorals to be removed is not in a required littoral shelf planting area so it will not affect the ratio requirement for the permit. Ms. Sanchez will advise JM Marine of the Board's decision.

## FIFTH ORDER OF BUSINESS

## • Encroachment Agreement

Ms. Sanchez stated that this item was deferred at the last meeting. District Counsel prepared an Encroachment Agreement but the resident is aware that he must provide an exhibit illustrating the locations of the French drains.

This item was deferred to the next meeting.

**Discussion: 14646 Tropical Drive** 

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# Encroachment Agreement

- Ms. Sanchez stated that this item was deferred at the last meeting.
- 78 Ms. Magaldi presented the Encroachment Agreement, noting that Exhibit B shows 79 fencing beyond the fencing at the guardhouse.
  - Discussion ensued regarding Exhibit B, Coral Harbor Phase 1, the fence at the guardhouse and revisions to the Legal Description.
  - Ms. Magaldi requested approval, in substantial form, based on the discussion that Pages 2 and 3 of Exhibit B will be eliminated.

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On MOTION by Mr. Marquardt and seconded by Ms. Godfrey, with all in favor, the Encroachment Agreement with Naples Reserve Homeowners Association, Inc, in substantial form, was approved.

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# Update: Lake Audit

- This item, previously part of Item 10C, was presented out of order.
- 92 Mr. Willis presented the Memorandum regarding the Lake Maintenance Quality 93 Assurance Audit and noted the following:
- 94 He and Mr. Nott audited each of the CDD's 22 lakes.
- 95 Lakes 16 and 17 are recommended for Lake Bank Remediation (LBR) in Fiscal Year 2025.
- 96 A small portion of Lake 13 is recommended for LBR in Fiscal Year 2025 or 2026.
- 97 Washouts on Lakes 4, 7, 8, 10 and 11 could be a separate project or part of LBR.
- 98 Planting additional littoral shelves in Lakes 12, 14, 15, 16, 17 and 19 is recommended.
- 99 Mr. Cole agreed with Mr. Willis' recommendations. His inspector worked with Mr. Willis 100 to identify the most critical areas for inclusion in the Fiscal Year 2025 budget.
  - Mr. Cole stated that he was asked to inspect the northeast corner of Laguna Springs Lane on Lake 21, where repair work was completed in the last year or two. In general, the area looks okay but there are two specific areas of erosion caused by a broken irrigation line or a similar issue along the lake bank. A second area identified includes several shorter sections in which a drop of up to 15" affects areas approximately 50' to 100' long. The inspector can work with Mr. Willis with regard to these areas and add them to the scope for repairs.
  - Mr. Marquardt asked if the HOA would have installed the irrigation lines. Mr. Cole stated the irrigation lines are adjacent to HOA common areas, not to homes. It is necessary to

	NAPL	ES RESERVE CDD	DRAFT	February 13, 2025		
109	identi	fy the cause and inform the	e appropriate parties to take correc	ctive measures, whether it is		
110	the H	OA or homeowner. Mr. Co	le stated that the inspector will m	neet with Mr. Willis and the		
111	appro	priate parties will be inforn	ned.			
112	>	At Lake 4, a Clusia hedge	planted around the aeration cabine	et needs to be trimmed.		
113		Mr. Willis asked if the CDI	D should assume the cost or approa	ach the HOA.		
114	>	It is recommended that t	halia at Lake 8 be removed and o	ther littorals planted due to		
115	the br	own, unattractive appeara	nce during the winter months.			
116	>	At Lake 15, trees blocki	ng the lake bank easement prese	ent an issue for equipment		
117	access and make it necessary for equipment to drive on private property or on roadways.					
118	Whether to remove the trees and residents asking to remove the trees, were discussed.					
119	Ms. Wild suggested telling residents that they can remove the trees and no more trees					
120	should be planted in the easement. Mr. Marquardt suggested including it in the newsletter.					
121	Mr. Nott stated that access becomes a particular issue when water levels are high;					
122	techn	icians can document issues	as they arise.			
123		The consensus was to pro	oceed with planting littorals and re	placing the thalia, if the cost		
124	is with	nin budget.				
125		Mr. Nott stated that thali	a can grow to 8' tall; he can spray a	ind remove it.		
126		The consensus was that the	halia will be removed and no more	thalia planted in the CDD.		
127		Mr. Cole and Mr. Nott lef	it the meeting.			
128						
129 130 131	SEVE	NTH ORDER OF BUSINESS	Statements as o	of Unaudited Financial of December 31, 2024		
132		Ms. Sanchez recalled that	, per the Board's request, she ema	iled the 2024 Fiscal Year-end		
133	State	ments. The CDD ended t	the Fiscal Year at approximately	/ \$126,000, with \$150,000		
134	budge	eted. She will consult with	h Mr. Willis after he meets with	Mr. Cole and update the		
135	propo	sed Fiscal Year 2025 budge	t.			
136						
137 138 139		•	frey and seconded by Ms. Wild, we see the seconded by Ms. Wild, we	•		
140 141 142	EIGHT	TH ORDER OF BUSINESS	Approval of Meeting Minute	January 8, 2025 Regular		

	NAPL	ES RESERVE CDD	DRAFT	February 13, 2025
144		The following change was made.		
145		Line 248 and 261: Change "Green Po	oint" to "Crane Point"	
146				
147 148 149		On MOTION by Ms. Wild and secon January 8, 2025 Regular Meeting M		-
150 151 152	NINT	H ORDER OF BUSINESS	Other Business	
153		There was no other business.		
154	TENIT	II ODDED OF BUSINESS	Staff Danauta	
155 156	IENI	H ORDER OF BUSINESS	Staff Reports	
157	A.	District Counsel: Coleman, Yovanov	ich & Koester, P.A.	
158	В.	District Engineer: Bowman Consulti	ng Group LTD	
159		There were no District Counsel or Di	strict Engineer reports.	
160	C.	Operations Manager: Wrathell, Hur	nt and Associates, LLC	
161		Update: Lake Audit		
162		This item was presented following th	ne Seventh Order of Business.	
163		<ul><li>Monthly Report</li></ul>		
164		Mr. Willis stated that, following his	s meeting with Mr. Cole, he	anticipates presenting
165	propo	osals for lake bank restoration projects	, which should commence pri	or to the rainy season.
166	D.	District Manager: Wrathell, Hunt ar	d Associates, LLC	
167		NEXT MEETING DATE: March	n 13, 2025 at 10:00 AM	
168		O QUORUM CHECK		
169		The next meeting will be held on Ma	arch 13, 2025, unless cancele	d. Ms. Godfrey will not
170	atten	d the March meeting.		
171				
172 173	ELEVI	ENTH ORDER OF BUSINESS	Public Comments	
174		Resident Debra McCarthy asked if		·
175		next year. Mr. Marquardt stated that	·	•
176		the equipment is on site, unless unfo		•
177	7 work will begin in April or May. Mr. Marquardt replied affirmatively. Mr. Willis will present			

proposals and work will be scheduled based on contractor availability. Ms. McCarthy voiced her

opinion that riprap might be needed due to a big drop-off in one section. Mr. Marquardt stated that riprap was used in the past but each project is analyzed according to the extent of damage and what remediation is most appropriate. With regard to access points, Mr. Marquardt stated the access points are generally designated by the vendor; the CDD has designated areas that are kept open to provide access to the Lake Management Easement. Sometimes those areas have improper plantings and another access point will be used, but they always seek to create the least amount of interference.

Ms. Godfrey stated the GIS map on the CDD website shows the Lake Maintenance Easements. Mr. Willis stated that Staff will advise contractors which access points they can use.

Discussion ensued regarding erosion, lake bank remediation processes and the use of a barge to pump material from the lake into the geotubes that will be used to reshape the lake bank. It was noted that the HOA replaced the irrigation boxes after the last hurricane.

Asked if the lake bank area will be cut into, Mr. Willis stated that material will be added to the lake bank to create a 4:1 slope.

Discussion ensued regarding irrigation at Lake 17 and the source of the erosion.

Mr. Willis discussed erosion caused by the four downspouts in the spaces between the homes and the effect of water flowing over the lake banks. Part of the project will include working with the contractors who will offer a reduced cost to install downspout drains and irrigation boxes for homeowners. This benefits the CDD by stopping runoff erosion and benefits homeowners by negotiating a better price for the work on their property, should they wish to participate, at their own expense, to have downspout drains installed.

Ms. Godfrey recalled Mr. Cole mentioning one area where the HOA area is the source of the erosion and noted the need to ensure that remediation is addressed promptly. Mr. Marquardt stated an inspector will be present and professional opinions rendered; this Board has always stated that the repairs will be made with the understanding that, if they recur, future remediations will be at the expense of the property owner, as it is unfair for the entire community to repeatedly fund repairs. He wants to inform homeowners that the remediations are being done because of the issue from the downspouts and the Board highly recommends that they be installed to prevent erosion from recurring.

It was noted that a database of fixes will be created.

Mr. Willis stated that a layer in the GIS map will reflect the repairs made, and the documents will be made available.

cost of approximately \$800 between the two homes. Mr. Marquardt stated the CDD gives

213 permission for residents to install gutter drains themselves, at the homeowner's expense.

Asked about the depth of the storm drains, Mr. Willis believes the standard depth is 36". Homeowners are encouraged to combine all four downspouts and split the cost, but not all do. An individual homeowner can run their two downspouts halfway down to the lake bank, then to the French drain and then to the 4" corrugated pipe that fills up the box with water that percolates, before the second corrugated pipe transports the water to the lake.

Discussion ensued regarding the previously prepared Draft CDD Stormwater Rules, which included a specific provision for the CDD to ask homes identified as problematic, from a discharge and erosion standpoint, to connect their downspouts. It was noted that the HOA did not respond to the document sent to Ms. Heidi Devlin and Ms. Julie Concannon. Mr. Marquardt stated Staff will follow up with Ms. Devlin and copy Mr. Kenneth Dixon.

Discussion ensued regarding the CDD's rulemaking authority and working with the HOA and the Design Review Committee (DRC). Mr. Marquardt suggested the DRC receive the document.

Ms. Magaldi thinks the CDD will initially identify problematic homes but the Rules also allow the HOA to answer homeowners' questions about how to change or repair downspouts.

Ms. Wild stated Mr. Steve Brown is the new DRC Chairperson.

A resident asked if water coming off a roof must be filtered before it discharges into the lake and if water coming from the storm drains is filtered before discharge. Mr. Marquardt replied affirmatively. He explained the process of storm and yard drains filtering water at the water line before discharge.

# TWELFTH ORDER OF BUSINESS Supervisors' Requests

There were no Supervisors' requests.

## THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Marquardt and seconded by Ms. Godfrey, with all in favor, the meeting adjourned at 11:10 a.m.

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248	Secretary/Assistant Secretary	Chair/Vice Chair

DRAFT

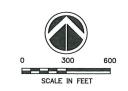
NAPLES RESERVE CDD

February 13, 2025

# NAPLES RESERVE

**COMMUNITY DEVELOPMENT DISTRICT** 

# STAFF REPORTS B



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

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

# **LEGEND**

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

COMMUNITY DEVELOPMENT DISTRICT LANDS

LAKE TRACTS CONVEYED TO CDD

PRESERVE TRACTS MAINTAINED BY HOA



DRAINAGE EASEMENTS AND PIPES MAINTAINED BY CDD



LAKE LITTORAL AREA

WQS 6-2  WQS 6-1  WQS 6-1	WQS 5-1  WQS 4-1  LIE-ARII  LIAME F0
WQS 6-3 A SHEET 2	SHEET 3
WQS 6-5 MINE 201	WQS 3-2 (1) (1) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2
SHEET 4	SHEET 5
	15.10 (1.45 f)

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

**NAPLES RESERVE** 

SIGNED BY	DATE	Г
W.W.B.	2/21	ı
RAWN BY	DATE	ı
W.W.B.	2/21	ı
ECKED BY	DATE	
W.T.C.	2/21	ı
RTICAL SCALE	HORIZONTAL SCALE	
N/A	1"=300'	L



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

CDD DRAINAGE EASEMENTS and LAKE CONVEYANCE MAPS

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

## LEGEND

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

> COMMUNITY DEVELOPMENT DISTRICT LANDS LAKE TRACTS CONVEYED TO CDD

PRESERVE TRACTS MAINTAINED BY HOA

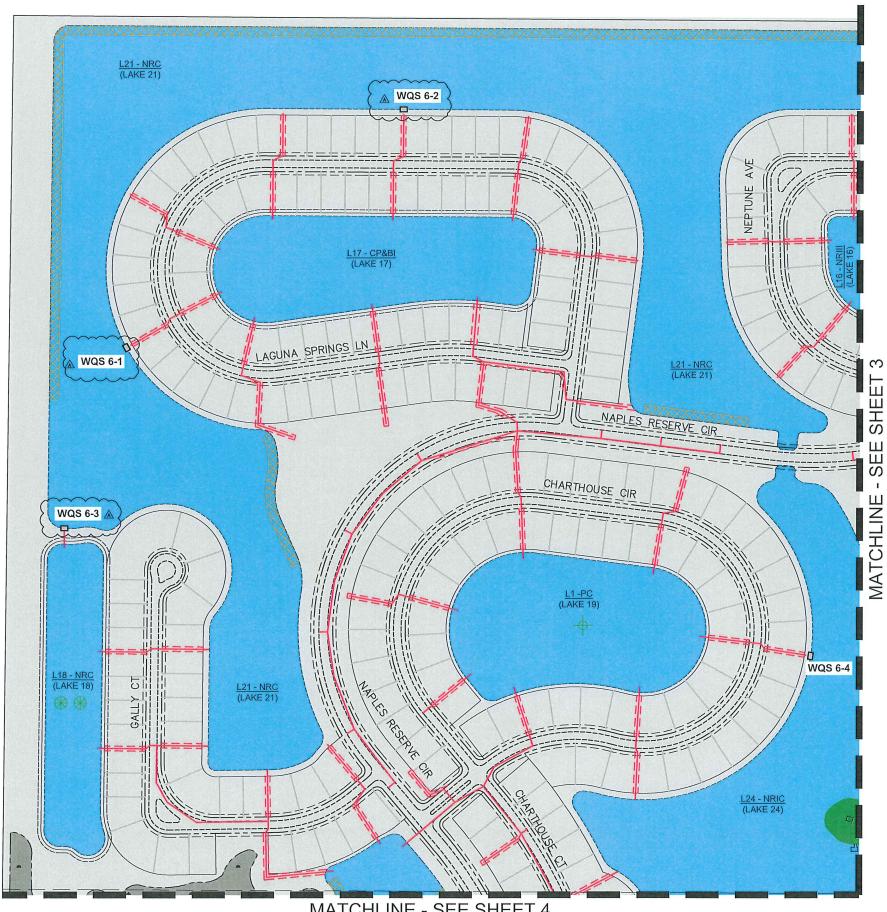
DRAINAGE EASEMENTS AND PIPES
MAINTAINED BY CDD

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:

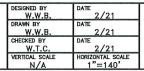
- ALL LAKES, STORMWATER MANAGEMENT PIPING AND PRESERVE SHALL BE MAINTAINED BY THE NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.
- 2. THE DEVELOPMENT IS ZONED 'RPUD'.



MATCHLINE - SEE SHEET 4

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

**NAPLES RESERVE** 



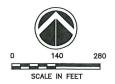


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**CDD DRAINAGE EASEMENTS** and LAKE CONVEYANCE MAPS

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





# **LEGEND**

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:

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- 2. THE DEVELOPMENT IS ZONED 'RPUD'.

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

NAPLES RESERVE

DESIGNED BY	DATE	ı
W.W.B.	2/21	ı
		ı
DRAWN BY	DATE	ı
W.W.B.	2/21	ı
CHECKED BY	DATE	ı
W.T.C.	2/21	ı
VERTICAL SCALE	HORIZONTAL SCALE	ı
N/A	1"=140'	ı

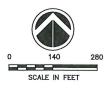


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CDD DRAINAGE EASEMENTS and LAKE CONVEYANCE MAPS

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	UNLESS SIGNED BELOW:	SEE PLOTSTAMP	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 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

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DRAINAGE EASEMENTS AND PIPES

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LAKE LITTORAL AREA

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SUTTON CAY

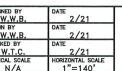
NOTES:

S.C.

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$\triangle$	ADDED WCS's & WQS's	5/22	
LETTER	REVISIONS	DATE	

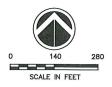
NAPLES RESERVE



950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772
CDD DRAINAGE EASEMENTS
and LAKE CONVEYANCE MAPS

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UNLESS SIGNED BELOW:	SEE PLOTSTAMP	5008-04
	PROJECT NO.	SHEET NO.
DATE	2013.030	4 of 5

# MATCHLINE - SEE SHEET 3 <u>L24 - NRIC</u> (LAKE 24) <u>L3 - CHI</u> (LAKE 12) WQS 2-1 🛦 DOCKSIDE LN EDGEWATER CIR SPINNAKER 4 SHEET L7 - NRI (LAKE 7) L11 - NRI (LAKE 11) <u>L5 - NRI</u> (LAKE 5) SEE TROPICAL DR MATCHLINE LEEWARD DR L10 - NRI (LAKE 10) WINDWARD L8 - NRI (LAKE 8) DR CATAMARAN PL Z L6 - NRI (LAKE 6) L9 - NRI (LAKE 9) TOPSAIL DR WINDWARD LN



## **LEGEND**

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$\triangle$	ADDED WCS's & WQS's	5/22
LETTER	REVISIONS	DATE

NAPLES RESERVE





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	APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:	SEE PLOTSTAMP	5008-5
		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 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 CANCELED	Regular Meeting	10:00 AM
INCLEMENT WEATHER		
2024 04405152		40.00.114
December 12, 2024 CANCELED NO QUORUM	Regular Meeting	10:00 AM
January 8, 2025	Regular Meeting	10:00 AM
Fahruary 12, 2025	Dogular Mostins	10.00 ABA
February 13, 2025	Regular Meeting	10:00 AM
March 13, 2025	Regular Meeting	10:00 AM
May 8, 2025	Regular Meeting	10:00 AM
June 12, 2025	Regular Meeting	10:00 AM
August 14, 2025	Regular Meeting	10:00 AM
,	5 5	
September 11, 2025	Regular Meeting	10:00 AM