

# Hacienda Lakes Community Development District

707 Orchid Drive, Naples, FL 34102  
P. 239-269-1341

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**BOARD OF SUPERVISORS  
HACIENDA LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

Monday, May 20, 2019, 9:00 a.m.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103

- I. Roll Call.
- II. Public Comments on Agenda Items.
- III. Organizational Matters:
  - A. Proposed FY 2019-2020 Budget Overview Exhibit 1
  - B. Proposed O&M Assessment Methodology Exhibit 2
  - C. **Consideration of Resolution 2019-1:** A Resolution of the Board of Supervisors of Hacienda Lakes Community Development District approving a proposed budget for Fiscal Year 2019-2020 and setting a public hearing thereon pursuant to Florida Law. Exhibit 3
- IV. Administrative Matters
  - A. Approval of Minutes of the February 25, 2019 Meeting. Exhibit 4
  - B. Acceptance of April 2019 Financial Statements. Exhibit 5
- V. Business Matters
  - A. Ratification of the WLM Landscaping Contract Exhibit 6
- VI. Staff Reports.
  - A. Manager.
    - a. Audit Update
    - b. Website Update
    - c. Number of Registered Voters Exhibit 7

B. Legal Counsel.

C. Engineer.

**VII.** Public Comments.

**VIII.** Supervisors' Requests.

**IX.** Adjournment.

**EXHIBIT 1.**

## APPENDIX A

### Hacienda Lakes Community Development District Proposed FY 2019-2020 Budget

		<b>Fiscal Year Budget</b>		
<b>REVENUES</b>				
ON-ROLL ASSESSMENTS	\$	214,876	798 Platted Lots Esplanade, Azure & Sapphire Lakes	
DEVELOPER CONTRIBUTIONS	\$	155,830	Balance of Unplatted Acres	
INTEREST REVENUE		-		
MISCELLANEOUS REVENUE		-		
<b>TOTAL REVENUES</b>	<b>\$</b>	<b>370,707</b>		
<b>EXPENDITURES</b>				
<b>ADMINISTRATIVE</b>				
BOARD OF SUPERVISORS PAYROLL	\$	8,000	8 meetings @ \$1,000 each	
PAYROLL TAXES		1,429	17.86%	
PAYROLL SERVICE FEE		897	11.21%	
MANAGEMENT CONSULTING SERVICES		36,000	\$3,000/Month	
ASSESSMENT ADMINISTRATION		15,000	Lien Book, MBS Capital, Tax Collector, U.S. Bank	
ASSESSMENT ROLL PREPARATION		5,000	Assessment Roll Preparation for Tax Collector	
MISCELLANEOUS		750	Office Supplies, etc.	
STORAGE		900	\$75/month	
BANK CHARGES		-	None This Year	
AUDITING		6,500	2017-18 Audit - May Come Down	
ACCOUNTING FIRM		6,000	Mattice Business Services - \$500/month	
INSURANCE (Liability, Property & Casualty)		5,500	DAO Insurance	
LEGAL ADVERTISING		1,800	2 Ads at \$300/each and 2 @ \$600/each	
REGULATORY AND PERMIT FEES		175	State Filing Fee	
LEGAL SERVICES		10,000	Coleman Yovanovich & Koester	
ENGINEERING SERVICES - General		10,000	Hole Montes	
NEW ASSESSMENT METHODOLOGY		-		
WEBSITE HOSTING & ADMINISTRATION		1,200	Required by State Law - Per VGlobal Contract Price	
MISCELLANEOUS SERVICES		-		
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$</b>	<b>109,151</b>		
<b>FIELD OPERATIONS</b>				
FIELD OPERATIONS MANAGEMENT STAFF	\$	-		
LANDSCAPING & FIELD MAINTENANCE		84,000	\$6,500 a month	
LANDSCAPE REPLACEMENT		15,000	Replacement program has settled down	
LANDSCAPE MULCHING		15,000	Mulching twice a year @ \$10,000 each	
IRRIGATION REPAIRS		20,000	Approximately \$1,000/month	
SOD REPLACEMENT		20,000	Replace starting at east end	
TREE PRUNING		7,600	189 trees @ \$40 each	
MASTER PUMP MAINTENANCE		3,000	WLM Estimate - includes diving to clean intake	
MASTER PUMP REPLACEMENT RESERVE		20,000		
ELECTRICITY		12,000	Approximately \$1,000/month	
CONTINGENCY FOR LORD'S WAY		5,000		
FOUNTAINS		1,500		
WATER USE MONITORING		2,400	Cardno Entrix @ \$200/month	
ENTRY MONUMENTS MAINTENANCE		1,500	Pressure Cleaning, Painting, etc.	
CHRISTMAS DECORATIONS		6,000		
WETLAND MONITORING		1,500	Approximatly \$100/month	
STREET SWEEPING		3,600	\$299/month	
SFWMD ERP ANNUAL REPORT		1,500	Annual	
LAKE TESTING		3,600	Once per year	
SABLE PALM CULVERTS CLEANING		7,500	Once per year	
LAKE MAINTENANCE		30,856	\$2,363 per month for 12 lakes + \$2,500 for Saph Lk	
<b>TOTAL FIELD OPERATIONS EXPENDITURES</b>	<b>\$</b>	<b>261,556</b>		
<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>370,707</b>		
<b>BUDGET CONDENSED</b>				
		<b>FY 2019-2020</b>	<b>FY 2018-2019</b>	<b>Increase/(Decrease)</b>
Administrative	\$	109,151	\$114,451	-\$5,300
Landscape Maintenance		214,200	\$166,200	48,000
Water Management		47,356	\$44,856	2,500
Roadway Maintenance		0	\$0	0
<b>Total</b>	<b>\$</b>	<b>370,707</b>	<b>\$ 325,507</b>	<b>\$45,200</b>
				13.89%

**Hacienda Lakes Community Development District  
Debt Service Fund - Series 2014 Bonds  
FY 2019-2020 Proposed Budget**

**REVENUE (1)**

Balance in Account (May 2, 2018)	\$ 156,444.08
Assessment Off-Roll	\$ -
Assessment On-Roll	\$ 824,343.91
Debt Service Reserve - Developer Pmt.	\$ 170,649.67
Discounts	\$ -
<b>Total Revenue</b>	<b>\$ 1,151,437.66</b>

**EXPENDITURES**

<b>INTEREST EXPENSE</b>	
November 1, 2019	\$ 327,093.75
May 1, 2020	\$ 327,093.75
November 1, 2020	\$ 321,625.00
<b>PRINCIPAL</b>	
May 1, 2019	\$ 175,000.00
<b>Total Expenditures</b>	<b>\$ 1,150,812.50</b>
<b>Excess Revenues over Expenditures</b>	<b>\$ 625.16</b>

**Allocation of Maximum Annual Debt Service**

Single Family Land Use	Units	Net Assessment		Total
		Per Unit		
42'	146	\$ 1,664.79	\$	243,059.34
52'	175	\$ 1,872.05	\$	327,608.75
62'	122	\$ 2,079.31	\$	253,675.82
Total FY 2015-2016				\$ 824,343.91

**On Roll Assessments**

Single Family Land Use	Units	Net Assessment		Total
		Per Unit		
42'	146	\$ 1,664.79	\$	243,059.34
52'	175	\$ 1,872.05	\$	327,608.75
62'	122	\$ 2,079.31	\$	253,675.82
Total FY 2015-2016				\$ 824,343.91

**Off Roll Assessments**

Single Family Land Use	Units	Net Assessment		Total
		Per Unit		
42'	0	\$ 1,664.79	\$	-
52'	0	\$ 1,872.05	\$	-
62'	0	\$ 2,079.31	\$	-
Total FY 2015-2016				\$ -

**Total \$ 824,343.91**

(1) - Following the adoption of the general fund and debt service budgets, the District will prepare an assessment roll based on the County Property Appraiser's final list of property owners as of a certain "date of record". The District will apportion assessments to property owners as of this "date of record" and will utilize the appropriate on-roll and off-roll collection methods to collect its assessments and related collection costs may vary from the adopted budgets.

**Hacienda Lakes Community Development District  
Debt Service Fund - Series 2016 Bonds  
FY 2019-2020 Proposed Budget**

**REVENUE (1)**

Balance in Account (May 2, 2019)	\$	156,650.98	
Assessment Off-Roll	\$	168,189.56	
Assessment On-Roll	\$	435,032.96	
Debt Service Reserve - Developer Pmt.	\$	57,997.00	Toll Nov. 2019
Discounts	\$	-	
<b>Total Revenue</b>	<b>\$</b>	<b>817,870.50</b>	

**EXPENDITURES**

<b>INTEREST EXPENSE</b>			
November 1, 2019	\$	207,550.00	
May 1, 2020	\$	207,550.00	
November 1, 2020	\$	204,343.75	

<b>PRINCIPAL</b>			
May 1, 2020	\$	190,000.00	
<b>Total Expenditures</b>	<b>\$</b>	<b>809,443.75</b>	

**Excess Revenues over Expenditures** \$ 8,426.75

**Allocation of Maximum Annual Debt Service**

<b>Single Family Land Use</b>	<b>Units</b>	<b>Net Assessment</b>		<b>Total</b>
		<b>Per Unit</b>		
52' - Azure	149	\$ 1,282.52	\$	191,095.48
77' - Azure	78	\$ 1,644.14	\$	128,242.92
4-Plex - Azure	192	\$ 941.61	\$	180,789.12
52' - Sapphire Cove	75	\$ 1,374.60	\$	103,095.00
<b>Total FY 2018-2019</b>			<b>\$</b>	<b>603,222.52</b>

**On Roll Assessments**

<b>Single Family Land Use</b>	<b>Units</b>	<b>Net Assessment</b>		<b>Total</b>
		<b>Per Unit</b>		
52' - Azure	122	\$ 1,282.52	\$	156,467.44
77' - Azure	38	\$ 1,644.14	\$	62,477.32
4-Plex - Azure	120	\$ 941.61	\$	112,993.20
52' - Sapphire Cove	75	\$ 1,374.60	\$	103,095.00
<b>Total FY 2018-2019</b>			<b>\$</b>	<b>435,032.96</b>

**Off Roll Assessments**

<b>Single Family Land Use</b>	<b>Units</b>	<b>Net Assessment</b>		<b>Total</b>
		<b>Per Unit</b>		
52' - Azure	27	\$ 1,282.52	\$	34,628.04
77' - Azure	40	\$ 1,644.14	\$	65,765.60
4-Plex - Azure	72	\$ 941.61	\$	67,795.92
52' - Sapphire Cove	0	\$ 1,374.60	\$	-
<b>Total FY 2018-2019</b>			<b>\$</b>	<b>168,189.56</b>

**Total** **\$ 603,222.52**

(1) - Following the adoption of the general fund and debt service budgets, the District will prepare an assessment roll based on the County Property Appraiser's final list of property owners as of a certain "date of record". The District will apportion assessments to property owners as of this "date of record" and will utilize the appropriate on-roll and off-roll collection methods to collect its assessments and related collection costs may vary from the adopted budgets.

**EXHIBIT 2.**

### FY 2018-2019 Budget Apportionment

<b>PRODUCT TYPE</b>	<b>UNITS</b>
Low - 42'	146
Medium - 52'	429
High - 62'	160
Apartments (Per Parcel G requirement)	17
Townhome	188
Office General	80,000
Retail - Community 100,001-300,000 SF	220,000
Senior Housing	385

<b>Use</b>	<b>RU Factors Measurement</b>
42' Single Family Homesite	0.75 Per Unit
52' Single Family Homesite	1 Per Unit
62' Single Family Homesite	1.25 Per Unit
Apartment Unit	0.75 Per Unit
townhouse Unit	0.75 Per Unit
Residential Condominium	0.75 Per Unit
Mobile Home Park	0.75 Per Unit
Senior Housing Attached	0.75 Per Unit
Hotel	0.75 Per Unit
General Office	0.0005 Per 2,000 square feet
Medial Office	0.0005 Per 2,000 square feet
Retail	0.0005 Per 2,000 square feet

## APPENDIX A

### Hacienda Lakes Community Development District Proposed FY 2019-2020 Budget

	<b>Fiscal Year Budget</b>	
REVENUES		
ON-ROLL ASSESSMENTS	\$ 214,876	798 Platted Lots Esplanade, Azure & Sapphire Lakes
DEVELOPER CONTRIBUTIONS	\$ 155,830	Balance of Unplatted Acres
INTEREST REVENUE	-	
MISCELLANEOUS REVENUE	-	
TOTAL REVENUES	\$ 370,707	

#### EXPENDITURES

##### ADMINISTRATIVE

BOARD OF SUPERVISORS PAYROLL	\$ 8,000	8 meetings @ \$1,000 each
PAYROLL TAXES	1,429	17.86%
PAYROLL SERVICE FEE	897	11.21%
MANAGEMENT CONSULTING SERVICES	36,000	\$3,000/Month
ASSESSMENT ADMINISTRATION	15,000	Lien Book, MBS Capital, Tax Collector, U.S. Bank
ASSESSMENT ROLL PREPARATION	5,000	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS	750	Office Supplies, etc.
STORAGE	900	\$75/month
BANK CHARGES	-	None This Year
AUDITING	6,500	2017-18 Audit - May Come Down
ACCOUNTING FIRM	6,000	Mattice Business Services - \$500/month
INSURANCE (Liability, Property & Casualty)	5,500	DAO Insurance
LEGAL ADVERTISING	1,800	2 Ads at \$300/each and 2 @ \$600/each
REGULATORY AND PERMIT FEES	175	State Filing Fee
LEGAL SERVICES	10,000	Coleman Yovanovich & Koester
ENGINEERING SERVICES - General	10,000	Hole Montes
NEW ASSESSMENT METHODOLOGY	-	
WEBSITE HOSTING & ADMINISTRATION	1,200	Required by State Law - Per VGlobal Contract Price
MISCELLANEOUS SERVICES	-	
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 109,151	

##### FIELD OPERATIONS

FIELD OPERATIONS MANAGEMENT STAFF	\$ -	
LANDSCAPING & FIELD MAINTENANCE	84,000	\$6,500 a month
LANDSCAPE REPLACEMENT	15,000	Replacement program has settled down
LANDSCAPE MULCHING	15,000	Mulching twice a year @ \$10,000 each
IRRIGATION REPAIRS	20,000	Approximately \$1,000/month
SOD REPLACEMENT	20,000	Replace starting at east end
TREE PRUNING	7,600	189 trees @ \$40 each
MASTER PUMP MAINTENANCE	3,000	WLM Estimate - includes diving to clean intake
MASTER PUMP REPLACEMENT RESERVE	20,000	
ELECTRICITY	12,000	Approximately \$1,000/month
CONTINGENCY FOR LORD'S WAY	5,000	
FOUNTAINS	1,500	
WATER USE MONITORING	2,400	Cardno Entrix @ \$200/month
ENTRY MONUMENTS MAINTENANCE	1,500	Pressure Cleaning, Painting, etc.
CHRISTMAS DECORATIONS	6,000	
WETLAND MONITORING	1,500	Approximatly \$100/month
STREET SWEEPING	3,600	\$299/month
SFWMD ERP ANNUAL REPORT	1,500	Annual
LAKE TESTING	3,600	Once per year
SABLE PALM CULVERTS CLEANING	7,500	Once per year
LAKE MAINTENANCE	30,856	\$2,363 per month for 12 lakes + \$2,500 for Saph Lk
TOTAL FIELD OPERATIONS EXPENDITURES	\$ 261,556	

TOTAL EXPENDITURES	\$ 370,707	
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<b>BUDGET COMPARISON</b>	<b>FY 2019-2020</b>	<b>FY 2018-2019</b>	<b>Increase/(Decrease)</b>
Administrative	\$ 109,151	\$114,451	-\$5,300
Landscape Maintenance	214,200	\$166,200	48,000
Water Management	47,356	\$44,856	2,500
Roadway Maintenance	0	\$0	0
<b>Total</b>	<b>\$ 370,707</b>	<b>\$ 325,507</b>	<b>\$45,200</b>

13.89%

**FY 2018-2019 Budget Apportionment**

<b>PRODUCT TYPE</b>	<b>UNITS</b>	<b>ERUs</b>	<b>TOTAL ERUs</b>	<b>Percent of ERUs</b>	<b>O&amp;M Apportionment</b>	<b>2019-20 Apportionment Per Unit</b>	<b>2018-19 Apportionment Per Unit</b>	<b>Increase / (Decrease)</b>	<b>% Increase / (Decrease)</b>
Low - 42'	146	0.75	109.50	8.23%	\$30,497.68	\$208.89	\$182.53	\$26.36	12.62%
Medium - 52'	429	1	429.00	32.23%	\$119,484.07	\$278.52	\$243.37	\$35.15	12.62%
High - 62'	160	1.25	200.00	15.03%	\$55,703.53	\$348.15	\$304.21	\$43.94	12.62%
Apartment (Per Parcel G requirement)	17	0.75	12.75	0.96%	\$3,551.10	\$0.00	\$0.00	\$0.00	
Townhome	188	0.75	141.00	10.59%	\$39,270.99	\$208.89	\$182.53	\$26.36	12.62%
Office General	80,000	0.0005	40.00	3.01%	\$11,140.71	\$0.14	\$0.12	\$0.02	13.83%
Retail - Community 100,001-300,000 SF	220,000	0.0005	110.00	8.26%	\$30,636.94	\$0.00	\$0.00	\$0.00	
Senior Housing	385	0.75	288.75	21.69%	\$80,421.97	\$208.89	\$182.53	\$26.36	12.62%
			<b>1,331.00</b>	<b>100.00%</b>	<b>\$370,707.00</b>				
			On Roll Assessments		\$214,876.37	Platted Units:	798		
			Off Roll Assessments		\$155,830.63				
					<b>\$370,707.00</b>				

**FY 2018-2019 Budget Apportionment**

<b>PRODUCT TYPE</b>	<b>TRACT A</b>	<b>TRACT B</b>	<b>TRACT N</b>	<b>Balance of Property</b>	<b>Total Assessments</b>
Low - 42'	\$30,497.68	\$0.00	\$0.00	\$0.00	\$30,497.68
Medium - 52'	\$48,740.59	\$49,854.66	\$20,888.82	\$0.00	\$119,484.07
High - 62'	\$42,473.94	\$13,229.59	\$0.00	\$0.00	\$55,703.53
Apartment (Per Parcel G requirement)				\$3,551.10	\$3,551.10
Townhome				\$39,270.99	\$39,270.99
Office General				\$11,140.71	\$11,140.71
Retail - Community 100,001-300,000 SF				\$30,636.94	\$30,636.94
Senior Housing				\$80,421.97	\$80,421.97
	<u>\$121,712.22</u>	<u>\$63,084.25</u>	<u>\$20,888.82</u>	<u>\$165,021.71</u>	<u>\$370,707.00</u>

FY 2018-2019 Budget Apportionment

PRODUCT TYPE	Tract A		Tract B			Tract N			Total		Unplatted	
	Tract A Units	Tract A Platted Units	Tract A Platted Units O&M	Tract B Units	Tract B Platted Units	Tract B Platted Units O&M	Tract N Units	Tract N Platted Units	Tract N Platted Units O&M	Total Units	Total Platted Units	Units
Low - 42'	146	146	\$30,497.68			\$0.00			\$0.00	146	146	0
Medium - 52'	175	175	\$48,740.59	179	122	\$33,979.15	75	75	\$20,888.82	429	372	57
High - 62'	122	122	\$42,473.94	38	38	\$13,229.59			\$0.00	160	160	0
Apartments (Per Parcel G requirement)										17	0	17
Townhome				188	120	\$25,066.59				188	120	68
Office General												
Retail - Community 100,001-300,000 SF												
Senior Housing												
	443	443	\$121,712.22	405	280	\$72,275.33	75	75	\$20,888.82	940	798	142

**EXHIBIT 3.**

**RESOLUTION 2019-1**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2019-20 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (the “Board”) a proposed budget for Fiscal Year 2019-20 prior to June 15, 2019, a copy of which is attached hereto and made a part hereof as Exhibit “A”; and

**WHEREAS**, the Board has considered said proposed budget and desires to set the required public hearing thereon.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** That the foregoing whereas clauses are true and correct and incorporated herein as if written into this Section.

**SECTION 2.** The proposed Budget submitted by the District Manager for Fiscal Year 2019-20 and attached hereto as Exhibit “A” is hereby approved as the basis for conducting a public hearing to adopt said budget.

**SECTION 3.** A public hearing on said approved budget is hereby declared and set for the following date, hour and location:

DATE: Monday, August 19, 2019  
HOUR: 9:00 a.m.  
LOCATION: 8490 Viale Circle  
Naples, FL 34114

**SECTION 4.** The District Manager is hereby directed to submit a copy of the proposed budget to Collier County at least sixty (60) days prior to the hearing date set forth above.

**SECTION 5.** Notice of this public hearing on the budget shall be published in a newspaper of general circulation in the area of the district once a week for two (2) consecutive weeks, except that the first publication shall not be fewer than fifteen (15) days prior to the date of the public hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. Further, in accordance with Section 189.418, Florida Statutes the proposed budget will be posted on the District’s website at least two days prior to budget public hearing. At the time and place designated in the notice, the Board shall hear all objections to the budget as proposed and may make such changes as the board deems necessary.

**SECTION 6.** 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.

**SECTION 7.** All Resolutions, sections or parts of sections of any Resolutions or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 8.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 20th day of May, 2019, by the Board of Supervisors of Hacienda Lakes Community Development District, Collier County, Florida.

Attest:

**HACIENDA LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

## APPENDIX A

### Hacienda Lakes Community Development District Proposed FY 2019-2020 Budget

#### Fiscal Year Budget

#### REVENUES

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NEW ASSESSMENT METHODOLOGY		-	
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LAKE MAINTENANCE		30,856	\$2,363 per month for 12 lakes + \$2,500 for Saph Lk
<b>TOTAL FIELD OPERATIONS EXPENDITURES</b>	<b>\$</b>	<b>261,556</b>	

<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>370,707</b>	
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**Hacienda Lakes Community Development District  
Debt Service Fund - Series 2014 Bonds  
FY 2019-2020 Proposed Budget**

**REVENUE (1)**

Balance in Account (May 2, 2018)	\$ 156,444.08
Assessment Off-Roll	\$ -
Assessment On-Roll	\$ 824,343.91
Debt Service Reserve - Developer Pmt.	\$ 170,649.67
Discounts	\$ -
<b>Total Revenue</b>	<b>\$ 1,151,437.66</b>

**EXPENDITURES**

<b>INTEREST EXPENSE</b>	
November 1, 2019	\$ 327,093.75
May 1, 2020	\$ 327,093.75
November 1, 2020	\$ 321,625.00
<b>PRINCIPAL</b>	
May 1, 2019	\$ 175,000.00
<b>Total Expenditures</b>	<b>\$ 1,150,812.50</b>
<b>Excess Revenues over Expenditures</b>	<b>\$ 625.16</b>

**Allocation of Maximum Annual Debt Service**

Single Family Land Use	Units	Net Assessment		Total
		Per Unit		
42'	146	\$ 1,664.79	\$	243,059.34
52'	175	\$ 1,872.05	\$	327,608.75
62'	122	\$ 2,079.31	\$	253,675.82
Total FY 2015-2016				\$ 824,343.91

**On Roll Assessments**

Single Family Land Use	Units	Net Assessment		Total
		Per Unit		
42'	146	\$ 1,664.79	\$	243,059.34
52'	175	\$ 1,872.05	\$	327,608.75
62'	122	\$ 2,079.31	\$	253,675.82
Total FY 2015-2016				\$ 824,343.91

**Off Roll Assessments**

Single Family Land Use	Units	Net Assessment		Total
		Per Unit		
42'	0	\$ 1,664.79	\$	-
52'	0	\$ 1,872.05	\$	-
62'	0	\$ 2,079.31	\$	-
Total FY 2015-2016				\$ -

**Total \$ 824,343.91**

(1) - Following the adoption of the general fund and debt service budgets, the District will prepare an assessment roll based on the County Property Appraiser's final list of property owners as of a certain "date of record". The District will apportion assessments to property owners as of this "date of record" and will utilize the appropriate on-roll and off-roll collection methods to collect its assessments. Assessments and related collection costs may vary from the adopted budgets.



**EXHIBIT 4.**

1 **HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT**  
2 **Suite 100, 707 Orchid Drive**  
3 **Naples, FL 34102**

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4  
5  
6 **MINUTES OF MEETING**

7  
8 **Board of Supervisors Meeting**  
9 **Monday, February 25, 2019, 9:00 a.m.**  
10 **4001 Tamiami Trail North, Suite 300**  
11 **Naples, Florida 34103**

12  
13  
14 Present and constituting a quorum were:

15		
16	Maritza Aguiar	Board Member
17	Dwight Nadeau	Board Member
18	Tom Bothe	Board Member
19	Bob Mulhere	Board Member
20	Clifford “Chip” Olson	Board Member
21		

22 Also present were:

23		
24	Russ Weyer	District Manager, Real Estate Econometrics, Inc.
25	Greg Urbancic	District Counsel,
26		Coleman, Yovanovich & Koester, P.A.
27	Terry Cole	District Engineer, Hole Montes
28	David Torres	Hacienda Lakes of Naples LLC
29		
30		

31 **FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

32  
33 Mr. Weyer called the meeting to order and proceeded with the roll call. The members in  
34 attendance are as outlined above and a quorum was established.  
35

36  
37 **SECOND ORDER OF BUSINESS**

**Public Comments**

38  
39 Mr. Weyer noted that the Florida Statutes require that there be an opportunity for Public  
40 Comment. No comments were forthcoming from the public in attendance.  
41  
42  
43

1 **THIRD ORDER OF BUSINESS**

**Administrative Matters**

2  
3 **A. Approval of Minutes of the November 20, 2018 Landowner Meeting Minutes Meeting**

4  
5 Mr. Weyer asked for questions or comments. There were none.

6  
7 On MOTION by Mr. Nadeau and seconded by Mr. Olson, with all in favor, the Board of Supervisors  
8 of the Hacienda Lakes Community Development District approved the November 20, 2018  
9 Landowner Meeting Minutes.

10  
11 **B. Approval of Minutes of the November 20, 2018 Meeting Minutes Meeting**

12  
13 Mr. Weyer asked for questions or comments. There were none.

14  
15 On MOTION by Ms. Aguiar and seconded by Mr. Olson, with all in favor, the Board of Supervisors  
16 of the Hacienda Lakes Community Development District approved the November 20, 2019 Board  
17 Meeting Minutes.

18  
19 **FOURTH ORDER OF BUSINESS**

**Organizational Matters**

20  
21 **C. Ratification of Grau & Associates Audit Engagement Letter.**

22  
23 Mr. Weyer explained that the audit needed to get underway so he had Chairman Mulhere sign  
24 the agreement to save time. The audit is underway and the fee is under the budgeted amount.  
25 Letters went out to legal counsel and the first part of the package includes financial statements  
26 etc.

27  
28 Mr. Urbancic inquired as to how many years we have left with Grau. Mr. Weyer thought we  
29 were in year two of a new agreement but will check so that we can go through the audit  
30 selection process again if needed next year.

31  
32 On MOTION by Mr. Bothe and seconded by Ms, Aguiar, with all in favor, the Board of Supervisors  
33 of the Hacienda Lakes Community Development District ratified the Grau & Associates Audit  
34 Engagement Letter.

35  
36 **D. Ratification of the Brightview Landscaping Contract Addendum**

37  
38 Mr. Weyer indicated that the front entrance landscaping was being minimally maintained by  
39 Brightview and since their contract did not cover that maintenance so this addendum covers  
40 that amount.

41  
42 On MOTION by Mr. Nadeau and seconded by Mr. Mulhere, with all in favor, the Board of  
43 Supervisors of the Hacienda Lakes Community Development District ratified the Brightview  
44 Landscaping Contract Addendum.

1 **E. Board Direction Regarding Termination of Brightview Landscaping Company**

2  
3 Mr. Weyer said that no one has been happy with the landscaping maintenance. Mr. Bothe  
4 and Mr. Weyer had met with them a week ago and noted that the issue is they are reactive  
5 not proactive. Mr. Weyer asked for a list of the items discussed and a timeline for rectifying  
6 the issues.

7  
8 WLM Landscaping has been doing the landscaping at Azure and came highly recommended  
9 by the Azure people. Mr. Weyer met with them a couple of days ago and their fee is \$6,800  
10 for the remainder of the District fiscal year. He handed a copy of the contract out to all  
11 members in attendance. Mr. Weyer also confirmed with Mr. Urbancic that the District is  
12 under the contract amount threshold so we do not have to go out to bid for this service.

13  
14 Mr. Bothe said we have nothing to lose. Their proposal states that the monthly fee will go  
15 up wo \$7,000 a month.

16  
17 Mr. Mulhere asked if the current contract with Brightview has a 30-day cancellation clause.  
18 Mr. Weyer said there is a 30-day clause. Mr. Mulhere pointed out that under the excluded  
19 areas of work includes irrigation repairs so would they repair broken heads, etc. that they  
20 break. Mr. Weyer asked WLM about that and they will fix their own damages.

21  
22 Mr. Bothe asked for WLM to take a look at all the tress and stake all of the trees that are  
23 needed. Mr. Weyer addressed that with WLM and they will work on it.

24  
25 On MOTION by Mr. Olson and seconded by Mr. Bothe, with all in favor, the Board of Supervisors  
26 of the Hacienda Lakes Community Development District approved the termination of Brightview  
27 Landscaping contract effective March 1 with WLM taking over April 1.

28  
29 **F. Consideration of the WLM Landscaping Company Contract**

30  
31 Mr. Weyer already handed out a copy of the WLM contract for consideration and there  
32 were no further questions.

33  
34 On MOTION by Mr. Olson and seconded by Mr. Bothe, with all in favor, the Board of Supervisors  
35 of the Hacienda Lakes Community Development District approved the WLM Landscaping contract.

36  
37  
38 **FIFTH ORDER OF BUSINESS**

**Budgetary Matters**

39  
40 **G. Consideration of the District Financial Statements through January 2019**

41  
42 Mr. Weyer presented the District financials through January. He pointed out that the District  
43 is in very good financial shape with the cash flow showing over \$310,000. He did say that  
44 the debt service funds are in there and will need to be moved to the trustee accounts. He also  
45 described the new system that the County Tax Collector implemented and how the District  
46 has adjusted to that system.

1  
2 On MOTION by Mr. Nadeau and seconded by Ms. Aguiar, with all in favor, the Board of  
3 Supervisors of the Hacienda Lakes Community Development District accepted the District Financial  
4 Statements through January 31, 2019.  
5

6  
7 **SIXTH ORDER OF BUSINESS**

**Staff Reports**

8  
9 **Manager's Report –**

- 10  
11 1. Mr. Weyer previously gave an update as to the audit status.  
12 2. The website is up and running and Mr. Weyer will have the old website addresses  
13 stay active and direct surfers to the new websites.  
14 3. He also reports on the flight light situation. It is still being worked on.  
15

16 **Attorney's Report –**

- 17  
18 1. Mr. Urbancic reported on various bills that are going through the current legislative  
19 session and will give the Board an update upon the conclusion of the session.  
20

21 **Engineer's Report –**

22  
23 Mr. Cole reported that he drove down Sable Palm road and he thought that the culverts looked  
24 fine. He said we may not need to have them cleaned this year.  
25  
26

27 **SEVENTH ORDER OF BUSINESS**

**Public Comments**

28  
29 There was no public comment.  
30

31 **EIGHTH ORDER OF BUSINESS**

**Supervisors' Requests**

32  
33 Mr. Bothe asked about the Board member voting process. Mr. Urbancic explained how the  
34 process works and there should be two residents taking a seat on the Board. Mr. Weyer said  
35 that the process will most likely start in about a year.  
36

37 Mr. Bothe asked Mr. Torres to give an update on what is going on with the project in general.  
38 Mr. Torres reported that nothing is really moving forward at this time. There was an assisted  
39 living facility looking at Hacienda Lakes but that possibility went away. The lettuce farmer  
40 went away.  
41

42 Mr. Weyer asked what was the status of the main road turnover to the County. Mr. Torres  
43 said that the County contacted him recently out of the blue saying they were ready to take  
44 the roadway. Then they backed off since the bridge needs to be conveyed first. The County  
45 has hired someone who will develop the mechanism to convey these private bridges.  
46

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There was also a discussion regarding reserves.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Olson and seconded by Ms. Aguiar, with all in favor, the meeting of the Board of Supervisors of the Hacienda Lakes Community Development District was adjourned.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice-Chairperson

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**EXHIBIT 5.**

# Hacienda Lakes CDD

## Cash Flow

October 2018 - April 2019

	<b>1. General Fund</b>
<b>Income</b>	
1361001 Interest Revenue	138.11
1363116 Off Roll Assessments	245,113.78
1363216 On Roll O&M Assessments	80,148.95
1363218 O&M Assessment Discount	2,972.69
<b>Total Revenue</b>	<b>\$ 328,373.53</b>
 <b>Expenses</b>	
1100000 Administrative	
1511001 P/R - Board of Supervisors	1,747.00
1511119 Payroll Service Fee	706.14
1512100 Management Consulting Services	21,145.14
1513014 Website Hosting & Management	2,500.00
1513020 Office Expense	52.45
1513030 Bank Fees	25.00
1513048 District Filing Fee	175.00
1513055 Legal Advertising	1,088.50
1513060 Assessment Administration Servi	12,315.82
1513075 Accounting Services	4,500.00
1513080 Engineering Services	1,935.08
1514010 Legal Services	3,621.25
<b>Total 1100000 Administrative</b>	<b>\$ 49,811.38</b>
1160000 Field Operations	
1531010 Electricity - General	6,405.42
1572010 LANDSCAPING & MAINTENANCE	38,078.55
1572014 Irrigation Repairs	26,399.52
1572015 Mulch Installation	9,625.00
1572016 Plant Replacement	2,206.47
1572030 Lake Maintenance	15,274.00
1572040 Signage	6,674.07
1572060 Water Use Monitoring	1,400.00
<b>Total 1160000 Field Operations</b>	<b>\$ 106,063.03</b>
<b>Total Expenses</b>	<b>\$ 155,874.41</b>
 <b>Net Cash Flow</b>	 <b>\$ 172,499.12</b>

**Hacienda Lakes CCD**  
**Budget vs. Actuals FYE 9-30-19**  
October 2018 - April 2019

	Total			
	Actual	Budget	over Budget	% of Budget
<b>Income</b>				
1361001 Interest Revenue	325.41		325.41	
1363116 Off Roll Assessments	245,113.78	145,984.44	99,129.34	167.90%
1363216 On Roll O&M Assessments	80,148.95	43,894.69	36,254.26	182.59%
1363218 O&M Assessment Discount	2,972.69		2,972.69	
<b>Total Income</b>	<b>\$ 328,560.83</b>	<b>\$ 189,879.13</b>	<b>\$ 138,681.70</b>	<b>\$ 3.50</b>
<b>Expenses</b>				
<b>1100000 Administrative</b>				
1511001 P/R - Board of Supervisors	1,747.00	4,666.69	-2,919.69	37.44%
1511115 Payroll Taxes-FICA		833.56	-833.56	0.00%
1511119 Payroll Service Fee	706.14	523.25	182.89	134.95%
1512100 Management Consulting Services	21,145.14	21,000.00	145.14	100.69%
1513014 Website Hosting & Management	2,500.00	875.00	1,625.00	285.71%
1513015 Storage		525.00	-525.00	0.00%
1513020 Office Expense	52.45		52.45	
1513030 Bank Fees	25.00		25.00	
1513040 Regulatory and Permit Fees		102.06	-102.06	0.00%
1513048 District Filing Fee	175.00		175.00	
1513055 Legal Advertising	1,088.50	1,050.00	38.50	103.67%
1513060 Assessment Administration Servi	12,315.82	8,750.00	3,565.82	140.75%
1513063 Assessment Roll Preparation		2,916.69	-2,916.69	0.00%
1513065 New Assessment Methodology		2,916.69	-2,916.69	0.00%
1513070 Auditing Services		3,791.69	-3,791.69	0.00%
1513075 Accounting Services	4,500.00	3,500.00	1,000.00	128.57%
1513080 Engineering Services	1,935.08	5,833.31	-3,898.23	33.17%
1513100 Insurance- General Liability		3,208.31	-3,208.31	0.00%
1514010 Legal Services	3,621.25	5,833.31	-2,212.06	62.08%
1549001 Miscellaneous Services		437.50	-437.50	0.00%
<b>Total 1100000 Administrative</b>	<b>\$ 49,811.38</b>	<b>\$ 66,763.06</b>	<b>-\$ 16,951.68</b>	<b>74.61%</b>
<b>1160000 Field Operations</b>				
1531010 Electricity - General	6,405.42	5,600.00	805.42	114.38%
1572010 LANDSCAPING & MAINTENANCE	38,078.55	45,500.00	-7,421.45	83.69%
1572014 Irrigation Repairs	26,399.52	7,000.00	19,399.52	377.14%
1572015 Mulch Installation	9,625.00	11,666.69	-2,041.69	82.50%
1572016 Plant Replacement	2,206.47	8,750.00	-6,543.53	25.22%
1572017 Sod Replacement		11,666.69	-11,666.69	0.00%
1572020 Wetland Monitoring		875.00	-875.00	0.00%
1572030 Lake Maintenance	15,274.00	16,541.00	-1,267.00	92.34%
1572035 Lake Testing		2,100.00	-2,100.00	0.00%
1572040 Signage	6,674.07	875.00	5,799.07	762.75%
1572050 Street Sweeping		2,100.00	-2,100.00	0.00%
1572060 Water Use Monitoring	1,400.00	1,400.00	0.00	100.00%
1572065 SFWMD ERP Annual Report		875.00	-875.00	0.00%
1572070 Fountain Maintenance		875.00	-875.00	0.00%
1572080 Sable Palm Culvert Cleaning		4,375.00	-4,375.00	0.00%
1572090 Contingency for Lord's Way		2,916.69	-2,916.69	0.00%
<b>Total 1160000 Field Operations</b>	<b>\$ 106,063.03</b>	<b>\$ 123,116.07</b>	<b>-\$ 17,053.04</b>	<b>86.15%</b>
<b>Total Expenses</b>	<b>\$ 155,874.41</b>	<b>\$ 189,879.13</b>	<b>-\$ 34,004.72</b>	
<b>Net Cash Flow.</b>	<b>\$ 172,686.42</b>	<b>\$ 0.00</b>	<b>\$ 172,686.42</b>	

**Hacienda Lakes CDD**  
**Balance Sheet**  
As of April 30, 2019

	1. General Fund	2. DS2014 Fund	3. DS2015 Fund	4. DS2016 Fund	8. Capital Projects	9. Capital Assets	Not Specified	TOTAL
<b>ASSETS</b>								
<b>Current Assets</b>								
<b>Bank Accounts</b>								
1101000 Cash Checking 0672	44,090.01						215,751.08	259,841.09
2151000 Revenue Trust Acct 1003-Series 2014		-116,578.53			33.78		263,975.59	147,430.84
2151001 Interest Trust Fund 1000-Series 2014		0.00					0.00	0.00
2151004 Reserve Trust Fund 1007 Series 2014		410,643.75					1,162.17	411,805.92
2151005 Sinking Trust Acct 1005 Series 2014		0.00					0.00	0.00
2151007 Assmnt Prepayment 1006 - Series 2014		1,891.05					3.39	1,894.44
3572000 Note Payment-Series 2015 (deleted)			-12,154.25		12,153.89		0.36	0.00
4151000 Revenue TrustAcct 3000-Series 2016				3,137.34			7,072.59	10,209.93
4151001 Interest Trust 3003 Fund-Series 2016				0.00			0.00	0.00
4151004 Reserve Trust Fund 3005 Series 2016				603,221.88			0.00	603,221.88
4151005 Sinking Trust Acct 3004 -Series 2016	328,048.75			-328,048.75			0.00	0.00
4151006 Cost of Issuance - Series 2016				0.00				0.00
8151030 DS2014 Construction Trust Fund		282.56			-267.55			15.01
8151040 DS2015 Construction Trust Fund					-23.01		23.01	0.00
8151050 DS2016 3001 Construction Trust Fund				488.28	633,940.31		-633,798.71	629.88
<b>Total Bank Accounts</b>	<b>\$ 372,138.76</b>	<b>\$296,238.83</b>	<b>-\$12,154.25</b>	<b>\$278,798.75</b>	<b>\$ 645,837.42</b>	<b>\$ 0.00</b>	<b>-\$ 145,810.52</b>	<b>\$1,435,048.99</b>
<b>Accounts Receivable</b>								
2121000 Assessments Receivable 201	-2,396.00	4,442.00						2,046.00
2125000 Interest Receivable		0.00						0.00
<b>Total Accounts Receivable</b>	<b>-\$ 2,396.00</b>	<b>\$ 4,442.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 2,046.00</b>
<b>Other Current Assets</b>								
1155000 Prepaid Items	5,253.00							5,253.00
1156100 Utility Deposits	3,185.00							3,185.00
1166000 Due from Other Funds	-201,274.00			242.00				-201,032.00
12100 Exchange	0.00							0.00
151040 Note Payment Trust Account	-12,154.36				12,154.36			0.00
<b>Total Other Current Assets</b>	<b>-\$ 204,990.36</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 242.00</b>	<b>\$ 12,154.36</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>-\$ 192,594.00</b>
<b>Total Current Assets</b>	<b>\$ 164,752.40</b>	<b>\$300,680.83</b>	<b>-\$12,154.25</b>	<b>\$279,040.75</b>	<b>\$ 657,991.78</b>	<b>\$ 0.00</b>	<b>-\$ 145,810.52</b>	<b>\$1,244,500.99</b>
<b>Fixed Assets</b>								
9164900 Infrastructure					-1,207,718.00	4,304,800.14		3,097,082.14
9164901 Roads						-3,097,082.14		-3,097,082.14
<b>Total Fixed Assets</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>-\$1,207,718.00</b>	<b>\$1,207,718.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>TOTAL ASSETS</b>	<b>\$ 164,752.40</b>	<b>\$300,680.83</b>	<b>-\$12,154.25</b>	<b>\$279,040.75</b>	<b>-\$ 549,726.22</b>	<b>\$1,207,718.00</b>	<b>-\$ 145,810.52</b>	<b>\$1,244,500.99</b>
<b>LIABILITIES AND EQUITY</b>								
<b>Liabilities</b>								
<b>Current Liabilities</b>								
<b>Accounts Payable</b>								
1202000 Accounts Payable	9,926.00						0.00	9,926.00
2202000 Account Payable 201							0.00	0.00
<b>Total Accounts Payable</b>	<b>\$ 9,926.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 9,926.00</b>
<b>Other Current Liabilities</b>								
1207001 DTFD - Due to Debt Service Fund	-7,675.61	239,542.85					7,675.61	239,542.85
1223000 1223000 - Unearned Revenue	27,110.00							27,110.00
2160000 Due Other Fund		-162,078.00						-162,078.00
2223000 2223000 - Unearned Revenue	10,756.00	161,322.00						172,078.00
2260000 Due to Other Funds	-2,396.00	-26,497.00	5.00		-66.00			-28,954.00
8205000 Contracts Payable					0.00			0.00
<b>Total Other Current Liabilities</b>	<b>\$ 27,794.39</b>	<b>\$212,289.85</b>	<b>\$ 5.00</b>	<b>\$ 0.00</b>	<b>-\$ 66.00</b>	<b>\$ 0.00</b>	<b>\$ 7,675.61</b>	<b>\$ 247,698.85</b>
<b>Total Current Liabilities</b>	<b>\$ 37,720.39</b>	<b>\$212,289.85</b>	<b>\$ 5.00</b>	<b>\$ 0.00</b>	<b>-\$ 66.00</b>	<b>\$ 0.00</b>	<b>\$ 7,675.61</b>	<b>\$ 257,624.85</b>
<b>Total Liabilities</b>	<b>\$ 37,720.39</b>	<b>\$212,289.85</b>	<b>\$ 5.00</b>	<b>\$ 0.00</b>	<b>-\$ 66.00</b>	<b>\$ 0.00</b>	<b>\$ 7,675.61</b>	<b>\$ 257,624.85</b>
<b>Equity</b>								
120000 Retained Earnings	-3,747,987.89	-63,930.84	-1,004.67	182,926.29	2,624,473.83	610.47	185,696.80	-819,216.01
1271000 Fund Balance- Unreserved	-205,843.34							-205,843.34
2271000 DS Fund Balance Unreserved		596,906.23						596,906.23
30000 Opening Balance Equity							0.00	0.00
4271000 2016 DS Fund Balance Unreserved				786,981.87				786,981.87
8271000 Fund Balance Unreserved		210.49			636,454.43			636,664.92
Net Income	168,390.84	149,647.46		-326,655.83				-8,617.53
<b>Total Equity</b>	<b>-\$3,785,440.39</b>	<b>\$682,833.34</b>	<b>-\$ 1,004.67</b>	<b>\$643,252.33</b>	<b>\$ 3,260,928.26</b>	<b>\$ 610.47</b>	<b>\$ 185,696.80</b>	<b>\$ 986,876.14</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>-\$3,747,720.00</b>	<b>\$895,123.19</b>	<b>-\$ 999.67</b>	<b>\$643,252.33</b>	<b>\$ 3,260,862.26</b>	<b>\$ 610.47</b>	<b>\$ 193,372.41</b>	<b>\$1,244,500.99</b>

**EXHIBIT 6.**

## LANDSCAPE MAINTENANCE AGREEMENT

**THIS LANDSCAPE MAINTENANCE AGREEMENT** (this "**Agreement**") is made and entered into this 1 day of April, 2019, by and between **HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Collier County, Florida (the "**District**") and **WLM OF COLLIER, LLC**, a Florida limited liability company (the "**Contractor**").

### WITNESSETH:

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

**WHEREAS**, included within the maintenance responsibilities of the District is the responsibility to maintain certain landscaping within its boundaries; and

**WHEREAS**, the District desires to employ the Contractor to provide landscaping services within the District; and

**WHEREAS**, the Contractor, through its proposal and has represented that it can provide such services as required by the District; and

**WHEREAS**, the District desires to employ the Contractor as an independent contractor to provide the services described herein for the compensation and upon the terms, conditions and provisions hereinafter set forth; and

**NOW, THEREFORE**, the parties agree as follows:

1. **RECITALS.** That the above recitals are true and correct and are incorporated herein.
2. **DESCRIPTION OF WORK AND SERVICES.**

A. The District desires that the Contractor provide professional landscape maintenance services of the very highest quality. Following the execution of this Agreement by both parties, the Contractor shall provide the District with the specific services identified in this Agreement commencing as of April 1, 2019 ("**Commencement Date**").

B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. All work to be performed within the scope of these specifications contained herein shall be strictly managed, executed, and performed by the Contractor using experienced personnel.

C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. **SCOPE OF LANDSCAPING SERVICES.** The weekly and monthly duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as Exhibit "A" attached hereto and made a part hereof (the "Work") and those other obligations set forth herein. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are met to the satisfaction of the District.

4. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work and/or perform such services as specified in this Agreement (including any addendum or amendment subsequently executed by the parties or in any authorized written work order from the District issued in connection with this Agreement and accepted by the Contractor). All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards in Collier County, Florida. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary or reasonably inferred for the proper provision of the Work to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any other work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work or service. Verbal approval may be given by the District's authorized representative to approve emergency work when encountered

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager, or a representative of the District Manager, to act as its representative.

(2) The Contractor agrees to meet with the District's representative no less than once a month, and at the request of the District, to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape maintenance related items that should be performed before the next periodic walk through. The District will be responsible for scheduling the inspections. The District must have no less than seven (7) days' notice if there is a need to reschedule. Notwithstanding, the walkthroughs with the District contemplated by this subsection, Contractor remains responsible for making appropriate weekly inspections of the entire property subject to the Work.

D. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

E. If requested, a representative of the Contractor shall attend meetings of the District's Board of Supervisors to report on landscaping matters. A monthly written report shall be prepared and submitted by the Contractor to the District Manager for inclusion in the agenda packet for the meeting of the District's Board of Supervisors.

F. The Contractor shall replace, at the Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition because of the Contractor's failure to properly perform the Work specified herein. It is the responsibility of the Contractor to make a reasonable effort to notify the District of any conditions beyond the reasonable control of the Contractor or the scope of Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to vandalism and/or other abuse of property.

##### 5. COMPENSATION; TERM.

A. The term of this Agreement shall be from the Commencement Date through September 30, 2019 (the "Term"), unless terminated prior to that time pursuant to the provisions set forth herein. Thereafter, this Agreement will be automatically extended for additional one (1) year periods pursuant to the terms hereof (hereinafter, "Annual Renewal Term") unless otherwise terminated or either party provides written notice of non-renewal to the other no later than ninety (60) days prior to the expiration of the Term or Annual Renewal Term, as applicable. Each Annual Renewal Term shall be on the same terms and conditions as the immediately preceding Term or Annual Renewal Term, as applicable, unless agreed upon in writing by the parties.

As compensation for the Work described in this Agreement, the District agrees to pay Contractor as follows:

Contractor shall be paid by the District in monthly installments for services under this Agreement. For the initial Term of this Agreement (the period beginning on the Commencement Date and ending on September 30, 2019), Contractor shall be paid in monthly installments of Six Thousand Eight Hundred Fifteen and No/100 Dollars (\$6,815.00). For the first Annual Renewal Term (the period beginning of October 1, 2019 and ending September 30, 2020), Contractor shall be paid by the District in monthly installment payments of Seven Thousand and No/100 Dollars (\$7,000.00). Subsequent Annual Renewal Terms will be at the same monthly rate as the first Annual Renewal Term unless otherwise agreed in writing by the parties. WLM of Collier will submit any change to the current landscape maintenance service agreement price sixty (60) days prior to the end of the current agreement.

B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an amendment, addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. Notwithstanding the foregoing or anything contained herein to the contrary, the following services shall be within the scope of Work and are included in the Contractor's compensation set forth above: (i) prompt cleanup of debris within and adjacent to the landscaped and irrigated areas after a wind event or storm, including, without limitation, major thunderstorms, tornadoes, or hurricanes; and (ii) routine removal of debris along and within all landscaped and irrigated areas.

C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. **WARRANTIES.** The Contractor warrants that Work performed and all goods delivered under this Agreement, shall be free from any defects in workmanship and material, and shall conform strictly to these specifications. The Contractor further warrants that all the Work shall be performed using Contractor's best efforts and shall be in conformance with industry standards for workmanship. By executing this Agreement, the Contractor represents that it has examined carefully all of the contract documents, acquainted itself with the site, and all conditions relevant to the Work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the Work pursuant to the Agreement. The Contractor acknowledges that the Agreement documents are sufficient for the proper and complete execution of the Work.

7. **SAFETY.** The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. The Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration (hereinafter "OSHA") and all applicable laws, statutes, rules, regulations and orders. The Contractor shall take precautions at all times to protect any persons and property affected by the Contractor's work under this Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

8. **INSURANCE.**

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Workers' Compensation coverage, in full compliance with Florida statutory requirements, for all employees of the Contractor who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

(2) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

(3) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also include insured/underinsured motorists' coverage in the minimum amount of \$100,000 when there are owned vehicles.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured on all policies required (excluding worker's compensation). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier acceptable to the District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor assumes liability for and shall indemnify, defend, and hold harmless the District and its supervisors, members, employees, officers, managers, agents, successors, and assigns from any and all expenses, costs, claims, actions, damages, losses, and liability of every kind (including, but not limited to, reasonable attorneys' fees) irrespective of the theory upon which based including, but not limited to, negligence and strict liability (the "Liability") arising out of the Contractor's presence within Hacienda Lakes for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Work area and the condition, operation, ownership, selection, transportation, loading, unloading, security, leasing, or return of any equipment or individuals with respect to the above services regardless of where, how, and by whom used or operated and including, without limitation, injury to property or person (including death). The Contractor understands and agrees that it is obligated and shall indemnify the District for any Liability caused in whole or in part by any act, omission, negligence, or fault of the Contractor or its subcontractors, agents, employees, officers, and directors. The Contractor's obligations under this provision are absolute, including instances where the District is alleged to be jointly liable, responsible, or at fault for the Liability with the Contractor. Notwithstanding the foregoing, the Contractor shall not be required to indemnify, defend, or hold harmless the District for damages found by a Court to have been caused solely by the negligence, gross negligence, or the willful, wanton, or intentional misconduct of the District or any of its supervisors, members, employees, officers, managers, agents, successors, and assigns.

The Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from the District to the Contractor as specific consideration for this indemnification. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes (and as later amended) and that said statutory provision does not govern, restrict or control this Agreement.

**10. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**11. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any construction, materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**12. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**13. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**14. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**15. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any breach under this Agreement by the Contractor. District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

16. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

17. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

18. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor, which policies of the Contractor shall not conflict with the District, or other government policies, rules or regulations relating to the use of the Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. The Contractor shall not incur expenses on behalf of the District, enter into any contract on behalf of the District, either written or oral, or in any other way attempt to obligate or bind the District except upon the express prior written approval of the District.

19. **PUBLIC RECORDS.** CONTRACTOR understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, CONTRACTOR agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. CONTRACTOR acknowledges that the designated public records custodian for the DISTRICT is Russ Weyer ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the CONTRACTOR shall 1) keep and maintain public records required by the DISTRICT to perform the Services; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the CONTRACTOR does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in CONTRACTOR'S possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the CONTRACTOR, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of CONTRACTOR to comply with Section 119.0701, Florida Statutes may subject CONTRACTOR to penalties under Section 119.10, Florida Statutes. Further, in the event CONTRACTOR fails to comply with this Section or Section 119.0701, Florida Statutes, DISTRICT shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 269-1341, RWEYER@RR-I.COM, OR 707 ORCHID DRIVE, NAPLES, FLORIDA 34102.**

20. **SEVERABILITY.** In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given the nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

21. **EXHIBITS.** All of the exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

22. **COMPLETE AGREEMENT.** This Agreement (and any exhibits or proposals expressly incorporated herein) constitutes the entire and complete agreement between the parties hereto and supersedes all prior correspondence, discussions, agreements and understandings between the parties hereto relating to the matters herein contained.

23. **MODIFICATIONS.** This Agreement may not be amended or modified in any manner other than by an Agreement in writing signed by all of the parties hereto.

24. **WAIVER.** No waiver of any of the terms of this Agreement shall be valid, unless such is in writing and signed by the party against whom such waiver is asserted. In any event, no waiver shall operate or be constructed as a waiver of any future required action or of any subsequent breach.

25. **CONSTRUCTION OF THIS AGREEMENT.**

A. **TITLES.** The titles of paragraphs and sub-paragraphs are for reference purposes only, and shall not in any way limit the contents, application or effect thereof.

B. **ORDER OF PARAGRAPHS.** This Agreement shall be construed as a whole with no importance being placed upon the order of the paragraphs as they appear herein.

C. **PRONOUNS.** Pronouns used herein shall refer to every other and all genders and any word used herein shall refer to the singular or plural as required or appropriate to the context.

D. **FLORIDA LAWS.** This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.

E. **NEGOTIATION OF AGREEMENT.** The parties hereto have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against one or the other.

F. **INTERPRET TO BIND AND TO DO JUSTICE.** This Agreement shall be interpreted in a manner to uphold and enforce the binding effect of all provisions hereof and, at the same time, to do justice to all parties in the event of doubt or ambiguity as to any term, expression or meaning.

G. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor 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 company other than the District and the Contractor 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 Contractor and their respective representatives, successors, and assigns.

26. **NOTICES.** All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either hand-delivered, delivered by next business day commercial courier (such as FedEx or UPS), or mailed through the United States Postal Service, to the party to which the notice, demand, request or communication is made, as follows:

**IF TO DISTRICT:**

Hacienda Lakes Community Development District  
c/o Real Estate Econometrics, Inc.  
Attn: Russ Weyer  
707 Orchid Drive, Suite 100  
Naples, Florida 34102

**IF TO CONTRACTOR:**

WLM of Collier, LLC  
Attn: Cullen Z. Walker  
2170 Logan Blvd. North  
Naples, FL 34119

Such addresses may be changed by written notice given to the address noted above. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of hand-delivery or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto.

27. **COUNTERPARTS.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

28. **VENUE, PREVAILING PARTY ATTORNEY'S FEES AND COSTS.** In the event of litigation arising out of either party's obligations under this Agreement, venue shall lie in Collier County, Florida and the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party, including but not limited to trial level fees, bankruptcy fees and appellate fees.

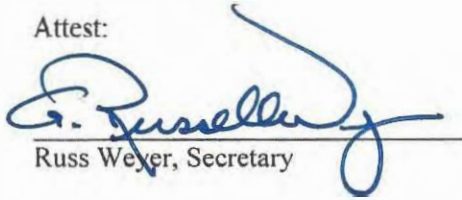
*{Remainder of page intentionally left blank. Signatures appear on next page.}*

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

**DISTRICT:**

**HACIENDA LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

  
Russ Weyer, Secretary

By:   
Robert Mulhere, Chairman

Dated: 3/29/19

**CONTRACTOR:**

**WLM OF COLLIER, LLC,**  
a Florida limited liability company

By: 

Name: Colleen Walker

Title: President WLM of Collier LLC

Dated: 3/27/19

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Landscape maintenance services are to be provided per the below specifications for the completed landscaped and irrigated areas beginning at Collier Blvd. and running east along Rattlesnake Hammock Rd. approximately 4,225 feet of length to the entrance of Azure at Hacienda Lakes. Width boundaries are the north and south sides of the right of way landscaped and irrigated and retention areas with the exception in front of Esplanade at Hacienda Lakes is landscape maintenance for turf only running along Rattlesnake Hammock Rd. per the below specifications.

**SCHEDULED TURF CARE:** WLM to rotary mow Floratam turf weekly at a height of cut approx. 4.5" inches. Unless at time of mowing the turf is below mowing height or if that in the turfs health interest and color or in periods of cold weather and drought to adjust mowing height and or to mow turf less than weekly.

**SCHEDULED CARE OF LANDSCAPE GARDENS:** WLM to remove weeds in plant beds weekly. Treat landscape beds with non-selective herbicide as needed. Power edge hard surfaces as needed for clean neat appearance and plant beds as needed to maintain neat and clean bed lines, dirt and debris removed after edging.

**SCHEDULED PLANT/ PALM/ TREE CARE 12 FEET IN HEIGHT AND UNDER:** WLM to thin/trim/prune plants, trees, and palms 12 feet in height and under according to the horticultural character of each plant species. All debris to be removed after trimming.

**NOTE:** Plants/trees/palms over 12 feet in height shall not be covered under the Scope of Services.

**SCHEDULED FERTILIZER APPLICATIONS:** WLM to install custom mixed non-staining granular low phosphorus fertilizers to turf, plants, palms, and trees four times per year on target months of February, May, October, and December using the Best Management Practices (BMP) rates and recommendations for healthy growth and balanced with protection of our environment and water resources mandated by the Collier County Ordinances and the State of Florida.

**SCHEDULED LAWN AND ORNAMENT AL PEST CONTROL:** Monitoring by a pest control technician to identify and post treat damaging insects, diseases and weeds to turf, plants, palms, and trees up to 12 feet in height by using the State of Florida Best Management Practices (BMP). Post treatments to be environmentally conscious and according to material label directions in accordance with the State of Florida and the US Environmental Protection Agency. Contractor will contact District to determine how to best minimize or to work on a solution for any pest with no approved labeled product for control and/or remedy.

**NOTE:** Pest Control by trunk injections and Pest Control to plants, palms, and trees over 12 feet in height shall not be covered under the Scope of Services.

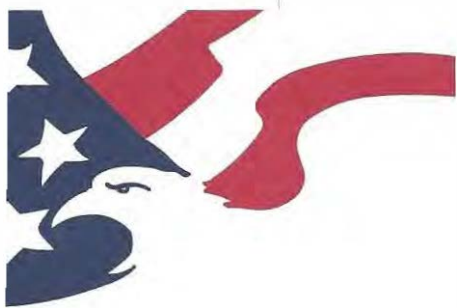
**SCHEDULED IRRIGATION SYSTEM MONITORING AND INSPECTION:** Monitoring by an irrigation technician for dry or overly wet areas and adjust controller accordingly. Irrigation Technician to monthly inspect controller, rain shut off device, all sprinkler zones, and check system from valves to heads for proper working order, and clean and adjust heads for best coverage possible and to direct the spray away from buildings, drives streets and walks. Contractor will contact District if a need for repair work.

**NOT INCLUDED IN SCOPE OF SERVICES**

For the sake of clarity, except as otherwise provided in the Agreement, the following work is not included in the Scope of Services but could be added by Work Order or Amendment to this Agreement signed by the parties:

- Irrigation repairs/replacements, pump repairs/replacements, backflow replacements, meter cleaning and main line breaks (except in the event damaged by the acts or omissions of Contractor)
- Design and install additional trees, palms, plants, ground covers, vines or seasonal flowers.
- Maintenance of non-irrigated plant material in pots and containers.
- Installation of wire trellises to walls for vines.
- Hand edging of beds, walks, decks & drives or specialty surfaces.
- Extra weekly maintenance detail visits to pick up debris, blow off driveways, etc.
- The labor and materials to supply mulch.
- Turf thatch removal and or turf top dressing.
- General household pest control (GHP) applications to property for nuisance insects such as ants, fleas, ticks, millipedes, etc.
- Cold weather I freezing temperatures - Covering of annuals only with freeze protection cloth. Removal and or replacement of damaged annuals, plants, trees, and/or palms.
- Tree trimming by Certified Arborist for palms and trees over 12ft. ht. – Thin/trim/prune as needed.
- Pest Control by trunk injections and Pest Control to plants, palms, and trees over 12' ht.
- Wind/Storm/Hurricane Damage
- Clean-up of landscape debris from wind/storm/hurricane damage.
- Removal of broken limbs, trees, and palms from wind/storm/hurricane damage.
- Set-up and Staking of plants, trees, and palms.
- Tractor / loader work.

**EXHIBIT 7.**



# Jennifer J. Edwards Supervisor of Elections

April 18, 2019

Mr. Russ Weyer  
Hacienda Lakes CDD  
707 Orchid Drive Suite 100  
Naples, FL 34102

Dear Mr. Weyer,

In compliance with 190.06 of the Florida Statutes this letter is to inform you that the official records of the Collier County Supervisor of Election indicate 167 registered voters residing in the Hacienda Lakes CDD as of April 15, 2019.

Should you have any questions regarding election services for this district, please free to contact our office,

Sincerely,

David B. Carpenter  
Qualifying Officer  
Collier County Supervisor of Elections  
(239) 252-8501  
Dave.Carpenter@CollierCountyFl.gov

