

Hacienda Lakes Community Development District

707 Orchid Drive, Naples, FL 34102

P. 239-269-1341

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

Tuesday, November 22, 2022, 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.** Consideration of Resolution 2023-1 Canvassing the Landowner Election Results from the November 21st Landowner Election Meeting Exhibit 1
 - B.** Administration of Oath of Office to Newly Appointed Supervisors
 - C.** Consideration of Resolution 2023-2 relating to the designation of Officers for the District and providing for an effective date. Exhibit 2
 - D.** Membership, Obligations and Responsibilities
 1. Financial Disclosure Forms
 - i. Form 1: Statement of Financial Interests
 - ii. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - iii. Form 1F: Final Statement of Financial Interests
 2. Form 8B: Memorandum of Voting Conflict
- IV.** Administrative Matters
 - A.** Vacation of Easement for Phase 2, Lot 341 in Azure Exhibit 3
 - B.** Approval of Minutes from the August 15, 2022 Meeting. Exhibit 4
 - C.** Approval of Grau & Associates FY 2021-2022 Audit Engagement Letter Exhibit 5
 - D.** Nuisance Alligator Removal Procedure Exhibit 6

V. Business Matters

None to report at this time.

VI. Financial Matters

A. Acceptance of the October 2022 Financial Statements.

Exhibit 7

VII. Staff Reports.

A. Manager.

1. Monument Christmas Decorations
2. Fountains
3. Lake Maintenance Update
4. Esplanade Lake Turnover Update

B. Legal Counsel.

C. Engineer.

VIII. Public Comments.

IX. Supervisors' Requests.

X. Adjournment.

EXHIBIT 1

RESOLUTION 2023-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS FOR HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT HELD PURSUANT TO SECTION 190.006, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, based upon records made available to Hacienda Lakes Community Development District (the "District"), the District currently has less than 250 qualified electors in the District; and

WHEREAS, pursuant to Section 190.006(3), Florida Statutes, the District must hold a landowners' election to fill the seats of those Supervisors whose terms are expiring; and

WHEREAS, the District called a landowners' meeting for the purpose of holding such a landowners' election; and

WHEREAS, following proper publication of notice thereof, such landowners' meeting was held November 21, 2022, at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, this Resolution canvasses the votes, and declares and certifies the results of said election.

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

SECTION 1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in his/her favor as shown:

Robert Mulhere _____ Votes

_____ _____ Votes

_____ _____ Votes

SECTION 2. In accordance with said Section 190.006, Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following term of office:

_____ two (2) year term

SECTION 3. Said terms of office shall commence immediately upon the adoption of this Resolution.

SECTION 4. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 5. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 6. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED THIS 21st day of November, 2022.

Attest:

**HACIENDA LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice-Chairman

EXHIBIT 2

RESOLUTION 2023-2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE OFFICERS OF THE DISTRICT FOR FISCAL YEAR 2022-2023 AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of Hacienda Lakes Community Development District desires to elect the below recited persons to the office specified.

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

1. The following persons are appointed to the offices shown, to wit:

Robert Mulhere	Chairman
Maritza Aguiar	Vice Chairman
Russ Weyer	Secretary
Russ Weyer	Treasurer
Clifford Olson	Assistant Secretary
Wayne Martin	Assistant Secretary
Tom Bothe	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st day of November, 2022.

**HACIENDA LAKES COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary / Assistant Secretary

Chairman / Vice Chairman

EXHIBIT 3

EASEMENT USE AGREEMENT

This EASEMENT USE AGREEMENT (“Agreement”) is made as of this 13th day of December 2022, by and between Todd Brossman Lengle and Rachel P. Lengle (“Owner”), the Hacienda Lakes Community Development District (“District”) and COLLIER COUNTY (“County”), hereinafter collectively referred to as the “Parties.”

RECITALS:

WHEREAS, Todd Brossman Lengle and Rachel P. Lengle are the current fee owners of that certain parcel of real property known as Azure at Hacienda Lakes – Phase 2, Lot 341, according to the plat thereof as recorded in Plat Book 65, Pages 72 through 76 of the Public Records of Collier County, Florida, more specifically shown on Exhibit “A” (“Subject Property”); and

WHEREAS, as set forth in Plat Book 65, Pages 72 through 76, the County is record owner of certain non-exclusive Drainage Easement rights, a portion of which encumbers the Subject Property (“Easement Area”); and

WHEREAS, the Easement Area is managed and maintained by the Hacienda Lakes Community Development District; and

WHEREAS, a screened brick paver pool deck and spa (encroaching 0.6-Feet), have been constructed and installed on the Subject Property, resulting in previously mentioned encroachments into the 5-foot wide Drainage Easement along the east side of the Subject Property, as shown on Exhibit “A” (“Encroachments”); and

WHEREAS, the County has no present objection to the continued use of the encroachments within the Drainage Easement Area, provided that Owner agrees to the terms and conditions set forth below. The owners purchased the home in 2021 with the Encroachments in place; and

WHEREAS, the parties to this Agreement have reached certain understandings with regard to the Encroachments and now desire to set forth their understanding in writing for recordation.

NOW THEREFORE, for and in consideration of the Recitals, the sum on TEN DOLLARS (\$10.00) and for other good and valuable consideration the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. The County and the District hereby expressly consents to the Encroachments into the Easement Area depicted on Exhibit “A”.
2. Owner shall provide the County and the District whatever access they require to continue their non-exclusive drainage easement rights.

3. The County agrees that until otherwise notified, Owner may continue the use of the Encroachments within the Easement Area, to the extent shown on Exhibit A. The County and the District each retain the right, however, in each of their sole discretion, to demand by written request that the Encroachments be removed from the Easement Area, which Owner will do at its sole cost and expense within a reasonable time from receipt of such request.
4. Owner agrees for themselves and successors and assigns that they shall release, indemnify and hold the County and the District harmless for and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the District or Owner, their respective contractors, agents, employees or invitees at any time while the Encroachments remain within the Easement Area. Further, Owner for themselves, and their successors and assigns agrees to release and hold the County and the District harmless from and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the County and/or the District, including but not limited to, damage which may occur to the Encroachments during the normal operation, maintenance, repair and/or replacement, as applicable, of the Easement Area and/or the improvements and/or the infrastructure, which may now or in the future be located within the Easement Area.
5. This Easement Use Agreement shall be recorded in the Public Records of Collier County, Florida, at Owner's sole cost and expense. This Agreement is intended to bind the Parties, together with their respective successors, assigns and heirs.
6. This Agreement shall be governed by the laws of the State of Florida.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Easement Use Agreement to be executed as of the day, month and year as first above written.

Witnesses (as to both):

OWNER:

Todd Brossman Lengle
Signature

Todd Brossman Lengle
Todd Brossman Lengle

Todd Brossman Lengle
Print Name

Rachel P. Lengle
Signature

Rachel P. Lengle
Rachel P. Lengle

Rachel P. Lengle
Print Name

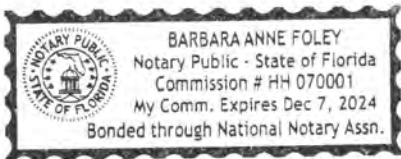
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Easement Use Agreement was acknowledged before me by means of Physical Presence this 21 day of October, 2022, by Todd Brossman Lengle and Rachel P. Lengle who () are personally known to me or have (X) produced DL as identification.

Barbara Anne Foley

Notary Public/State of Florida

(SEAL)



Name: Barbara Anne Foley

My Commission expires: 12/7/2024

[Signature Page to Follow]

DISTRICT:

Hacienda Lakes Community
Development District

ATTEST:

By: _____
G. Russell Weyer, Secretary

By: _____
Robert Mulhere, Chairman

COUNTY:

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

ATTEST:

Crystal K. Kinzel, Clerk of the
Circuit Court & Comptroller

By: _____
, Deputy Clerk

By: _____
William L. McDaniel, Jr., Chairman

Approved as to form and legality:

Derek D. Perry
Assistant County Attorney

DDP
10/11/2022

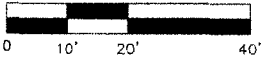
Exhibit “A”

PROPERTY DESCRIPTION

LOT 341, AZURE AT HACIENDA LAKES - PHASE 2, AS RECORDED IN PLAT BOOK 65, PAGES 72 THROUGH 76, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

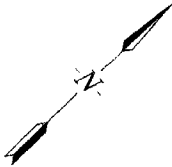
NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHWEST LINE OF LOT 341, BEING N 37°45'52" E, AS STATED IN THE REFERENCED PLAT.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD. ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION, PER THE LETTER OF MAP REVISION, CASE NO. 20-04-3860A, DATED 30 JUNE 2020.
4. CERTAIN FEATURES REPRESENTED BY SYMBOLS MAY NOT BE SHOWN AT THEIR TRUE LOCATION AND/OR SCALE IN ORDER TO BE ABLE TO DEPICT THEM ON THIS MAP. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). SOURCE BENCHMARK IS NGS "A29017".
5. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN ON THIS SURVEY.
6. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
7. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.
8. UNLESS OTHERWISE NOTED, BELOW GROUND UTILITIES AND FOUNDATIONS WERE NOT LOCATED FOR THE PURPOSES OF THIS SURVEY.
9. BY SIGNING BELOW I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051, F.A.C., PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
10. THE PAVER PADS ARE NOT SCREENED.
11. LAST DATE OF FIELD WORK: 12/20/2021.



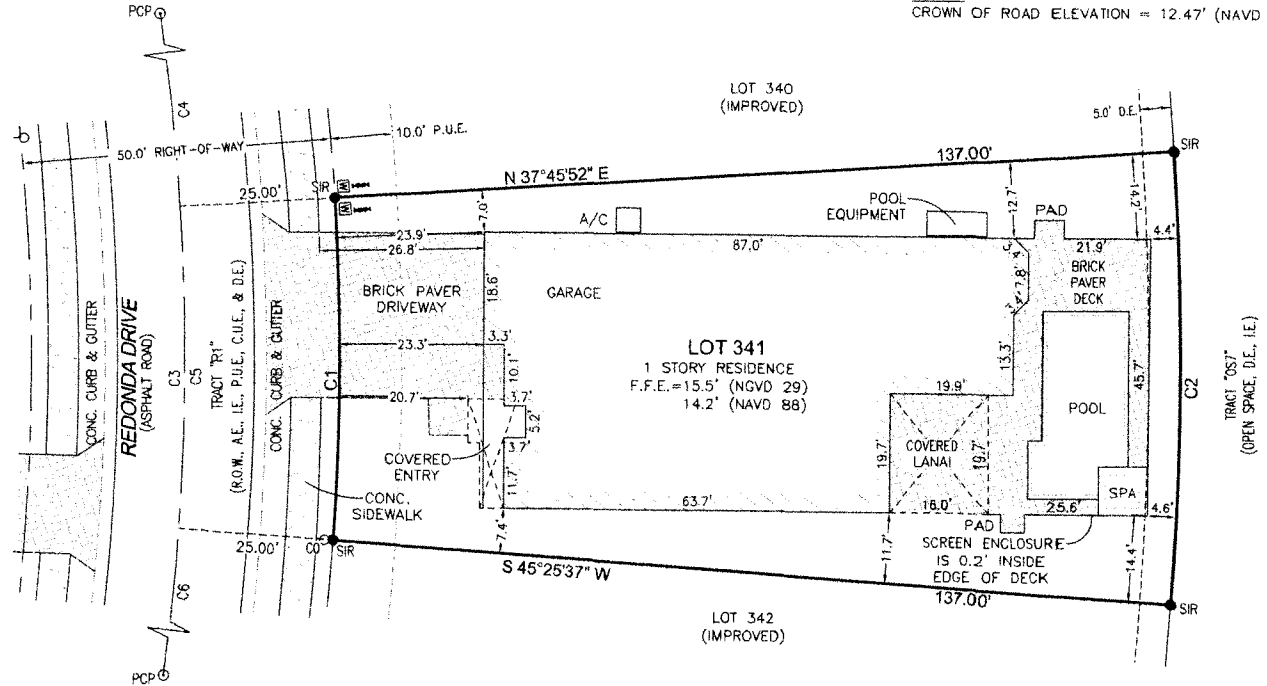
SCALE: 1" = 20'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS



NOTE

CROWN OF ROAD ELEVATION = 12.47' (NAVD 88)



LEGEND

- | | |
|---|--|
| FCM □ FOUND 4"x4" CONCRETE MONUMENT STAMPED "PRM LB 5151" | CO ○ CLEAN OUT |
| PCP ⊙ PLATTED PERMANENT CONTROL POINT | CONC. CONCRETE |
| SIR ● SET 5/8" IRON ROD WITH CAP, LB. #5151 | ✱ LIGHT POLE |
| SDH * SET DRILL HOLE | □ CATCH BASIN |
| FDH ○ FOUND DRILL HOLE | ⊠ WATER METER |
| FIR ○ 5/8" FOUND IRON ROD, LB5151 | ⊞ TRANSFORMER |
| FPK △ FOUND PARKER KALON NAIL | ⊞ CABLE TV. BOX/RISER |
| A.E. ACCESS EASEMENT | ⊞ TELEPHONE BOX/RISER |
| C.U.E. COUNTY UTILITY EASEMENT | ⊞ ELECTRIC BOX/RISER |
| D.E. DRAINAGE EASEMENT | ⊞ GAS METER |
| I.E. IRRIGATION EASEMENT | ⊞ SANITARY MANHOLE |
| F.F.E. FINISHED FLOOR ELEVATION | ⊞ YARD DRAIN |
| L.M.E. LAKE MAINTENANCE EASEMENT | ⊞ FIRE HYDRANT |
| L.B.E. LANDSCAPE BUFFER EASEMENT | ⊞ WATER BACTERIAL SAMPLE POINT |
| P.U.E. PUBLIC UTILITY EASEMENT | IRV ⊙ IRRIGATION VALVE |
| S.W.E. SIDEWALK EASEMENT | WV ⊙ WATER VALVE |
| R.O.W. RIGHT-OF-WAY | NGVD 29 NATIONAL GEODETIC VERTICAL DATUM OF 1929 |
| PB PLAT BOOK | NAVD 88 NORTH AMERICAN VERTICAL DATUM OF 1988 |
| U.E. UTILITY EASEMENT | ⊞ BACK FLOW PREVENTOR SIGN |
| PG PAGE | ⊞ DRAINAGE MANHOLE |
| A/C AIR CONDITIONER | ⊞ UNDERGROUND BURIED CABLE MARKER |
| ELEV ELEVATION | |
| C.P.S.S.L. CONSERVATION PRINCIPLE STRUCTURE SETBACK LINE | |
| C.A.S.S.L. CONSERVATION ACCESSORY STRUCTURE SETBACK LINE | |

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	423.00'	56.57'	7°39'45"	N 48°24'16" W	56.53'
C2	560.00'	74.89'	7°39'45"	S 48°24'16" E	74.84'
C3	398.00'	689.56'	99°16'07"	N 11°45'10" W	806.49'
C4	398.00'	63.57'	9°09'05"	N 56°48'41" W	63.50'
C5	398.00'	53.23'	7°39'45"	N 48°24'16" W	53.19'
C6	398.00'	572.76'	82°27'17"	N 3°20'45" W	524.80'

DRAWN BY:	ARC
CHECKED BY:	TJD
JOB CODE:	AZURE
SCALE:	1" = 20'
DATE:	7 APRIL 2021
FILE:	17-90-BS
SHEET:	1 of 1

REVISION: UPDATED POOL DECK (12-22-21)
UPDATED POOL DECK (4-16-21)



GradyMinor

O. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB0005151 Cert. of Auth. LB 0005151 Business LC 20000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.1380

BOUNDARY SURVEY W/IMPROVEMENTS

AZURE AT HACIENDA LAKES - PHASE 2
LOT 341
PLAT BOOK 65, PAGES 72 THROUGH 76
LYING IN

SECTION 24, TOWNSHIP 50 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

DATE SIGNED
Digitally signed by
Timothy J. DeVries,
P.M.
Date: 2021.12.22
09:21:21 -0500
TIMOTHY J. DEVRIES, P.S.W.
FL LICENSE #6758
FOR THE FIRM

CAO

[Enlargement for Clarity]

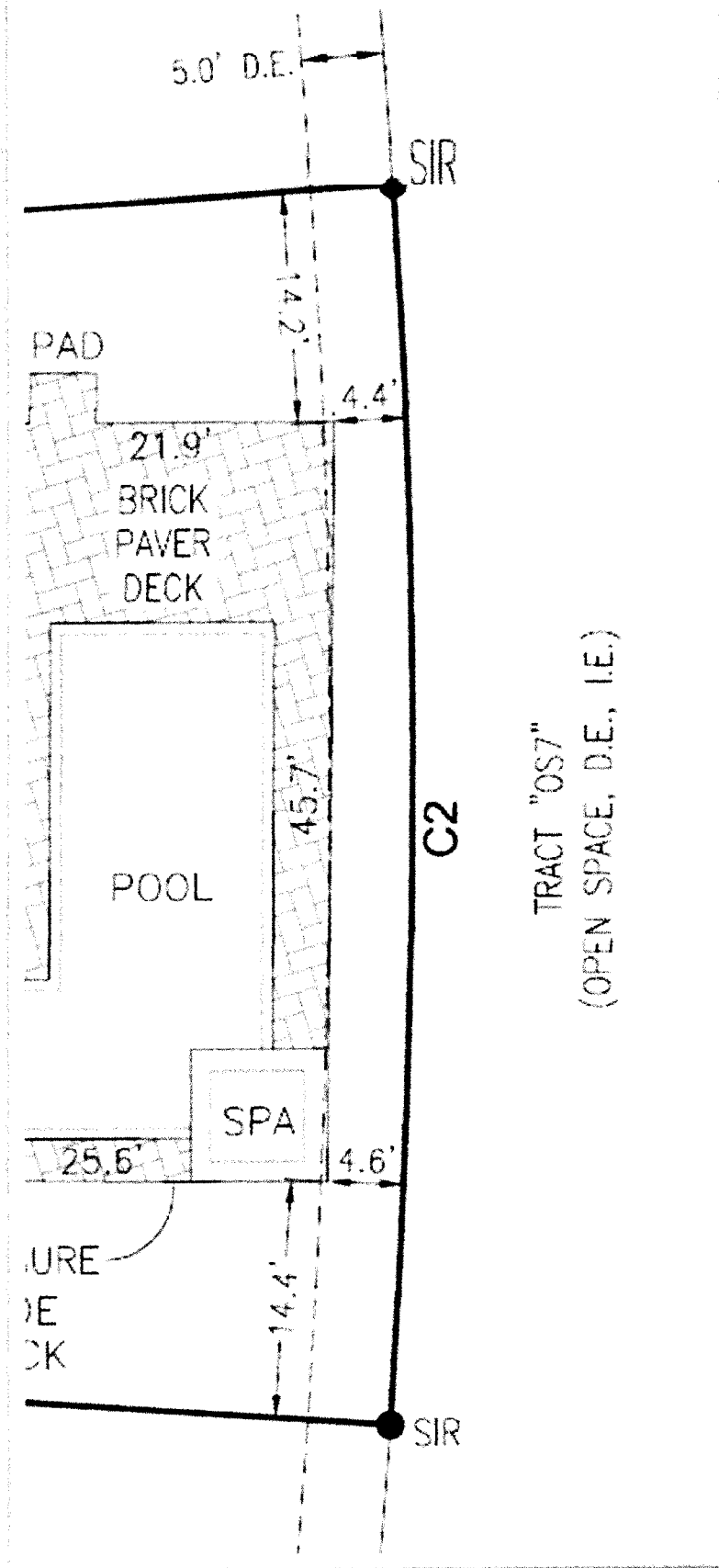


EXHIBIT 3

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

CORRECTIVE ENCROACHMENT AGREEMENT

THIS CORRECTIVE ENCROACHMENT AGREEMENT (this "**Agreement**") is made this 21 day of October, 2022, by and between **HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT** ("**District**") and **TODD BROSSMAN LENGLE AND RACHEL P. LENGLE** ("**Owner**").

RECITALS

A. This Agreement is being recorded for the purpose of replacing in its entirety that certain Encroachment Agreement dated May 5, 2002, recorded June 14, 2022 in Official Records Book 6140, Page 535 of the Public Records of Collier County, Florida (the "**Original Agreement**"), which Original Agreement was inadvertently recorded without an attached site plan exhibit.

B. Owner is the owner in fee simple of that certain real property located at 9007 Redonda Drive, Naples, FL 34114, which real property is legally described as follows (the "**Owner's Property**"):

Lot 341, Azure at Hacienda Lakes - Phase 2, according to the plat thereof as recorded in Plat Book 65, Pages 72 through 75, inclusive, of the Public Records of Collier County, Florida.

C. Pursuant to the terms of the plat of Azure at Hacienda Lakes - Phase 2, a subdivision according to the plat thereof, as recorded in Plat Book 65, Pages 72 through 75, inclusive, of the Public Records of Collier County, Florida (the "**Plat**"), the northeast side of the Owner's Property is subject to and encumbered by a 5' drainage easement (the "**Drainage Easement**"). District is the owner and holder of rights in the Drainage Easement.

D. Owner intends to construct and maintain certain improvements (collectively, the "**Improvements**") that will partially encroach into the Drainage Easement (the "**Encroachment**") as shown on the site plan attached as **Exhibit "A"** and made a part of this Agreement (the "**Site Plan**").

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

3. **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 Improvements, including any permits or approvals required for the work;

b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement;

c. Owner shall ensure the installation, operation, and maintenance of the Improvements are conducted in compliance with all applicable laws;

c. Owner shall ensure the installation, operation, and maintenance of the Improvements does not damage any property of District, or any third-party's property, and in the event of any such damage, Owner shall immediately repair the damage at Owner's sole cost and expense;

d. Owner shall continue to operate, maintain, and repair the Improvements, in good and proper working condition and repair;

e. Except as to the approved Encroachment approved herein, Owner shall ensure that District has access through the Drainage Easement to and from components of District's stormwater management system to allow District to operate, maintain and repair the same, as needed; and

f. Owner shall maintain the Drainage Easement free from any construction, materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim of lien at Owner's sole cost and expense.

4. **Additional Costs.** In the event that at any time subsequent to the execution of this Agreement the Encroachment encumbers or inconveniences District's use of the Drainage Easement (including, without limitation, the maintenance, repair, and/or replacement of improvements within or adjacent to the Drainage Easement such as buried pipes or other drainage lines), District will make reasonable efforts to work around the Encroachment; provided, however, that Owner shall pay for all of

District's costs associated with working around the Encroachment to the extent that such costs would not have been incurred but for the Encroachment. Said additional costs are, at the election of District, to be paid to District in advance of any work to be performed by District. District shall be the sole judge of such incremental costs. Only if District, in its sole judgment, is not able to work around the Encroachment, will District mandate that the Encroachment be moved or removed, at no cost to District, as then may be needed 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 Hacienda Lakes 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. **Prevailing Party.** 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. **Modifications.** 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. **Severability.** 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. **Integration.** 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. **Interpretation.** 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. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

16. **Termination.** 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:

**HACIENDA LAKES COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

G. Russell Weyer, Secretary

By: _____
Robert J. Mulhere, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this _____ day of _____, 2022, by Robert J. Mulhere, as Chairman of Hacienda Lakes Community Development District, on behalf of said community development district, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
 (Type or Print)
My Commission Expires:

OWNER:

Todd Brossman Lengle
Todd Brossman Lengle

Rachel P. Lengle
Rachel P. Lengle

STATE OF FLORIDA)
COUNTY OF Collier) ss.
)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21 day of October, 2022, by Todd Brossman Lengle and Rachel P. Lengle, who are personally known to me or have produced DL as evidence of identification.

(SEAL)

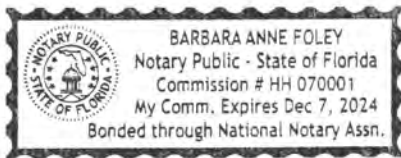
Barbara Anne Foley

NOTARY PUBLIC

Name: Barbara Anne Foley

(Type or Print)

My Commission Expires: 12/7/2024



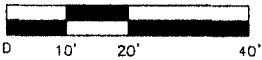
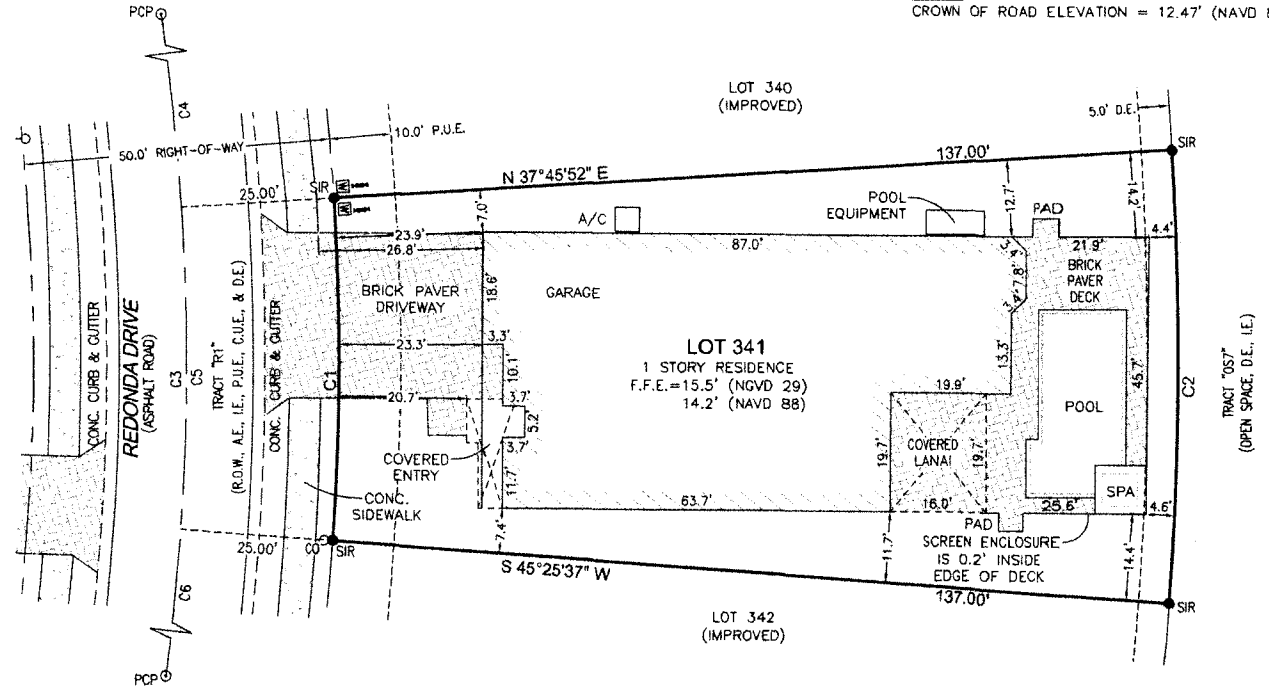
PROPERTY DESCRIPTION

LOT 341, AZURE AT HACIENDA LAKES - PHASE 2, AS RECORDED IN PLAT BOOK 65, PAGES 72 THROUGH 76, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

NOTES:

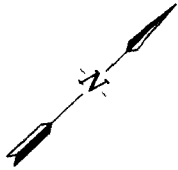
1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHWEST LINE OF LOT 341, BEING N 37°45'52" E, AS STATED IN THE REFERENCED PLAT.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD. ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION, PER THE LETTER OF MAP REVISION, CASE NO. 20-04-3860A, DATED 30 JUNE 2020.
4. CERTAIN FEATURES REPRESENTED BY SYMBOLS MAY NOT BE SHOWN AT THEIR TRUE LOCATION AND/OR SCALE IN ORDER TO BE ABLE TO DEPICT THEM ON THIS MAP.
5. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). SOURCE BENCHMARK IS NGS "AJ9017".
6. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN ON THIS SURVEY.
7. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
8. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER, NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.
9. UNLESS OTHERWISE NOTED, BELOW GROUND UTILITIES AND FOUNDATIONS WERE NOT LOCATED FOR THE PURPOSES OF THIS SURVEY.
10. BY SIGNING BELOW I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051, F.A.C., PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
11. THE PAVER PADS ARE NOT SCREENED.
12. LAST DATE OF FIELD WORK: 12/20/2021.

NOTE
CROWN OF ROAD ELEVATION = 12.47' (NAVD 88)



SCALE: 1" = 20'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS



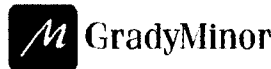
LEGEND

- | | |
|--|--|
| <ul style="list-style-type: none"> FCM □ FOUND 4"x4" CONCRETE MONUMENT STAMPED "PRM LB 5151" PCP ⊙ PLATTED PERMANENT CONTROL POINT SIR ● SET 5/8" IRON ROD WITH CAP, L.B. #5151 SDH ● SET DRILL HOLE FDH ● FOUND DRILL HOLE FR ⊙ 5/8" FOUND IRON ROD, LB5151 FPK △ FOUND PARKER KALON NAIL A.E. ACCESS EASEMENT C.U.E. COUNTY UTILITY EASEMENT D.E. DRAINAGE EASEMENT I.E. IRRIGATION EASEMENT F.F.E. FINISHED FLOOR ELEVATION L.M.E. LAKE MAINTENANCE EASEMENT L.B.E. LANDSCAPE BUFFER EASEMENT P.U.E. PUBLIC UTILITY EASEMENT S.W.E. SIDEWALK EASEMENT R.O.W. RIGHT-OF-WAY PB PLAT BOOK U.E. UTILITY EASEMENT PG. PAGE A/C AIR CONDITIONER ELEVATION C.P.S.S.L. CONSERVATION PRINCIPLE STRUCTURE SETBACK LINE C.A.S.S.L. CONSERVATION ACCESSORY STRUCTURE SETBACK LINE | <ul style="list-style-type: none"> CO ⊙ CLEAN OUT CONC. CONCRETE ✱ LIGHT POLE ⊠ CATCH BASIN ⊡ WATER METER ⊞ TRANSFORMER ⊞ CABLE T.V. BOX/RISER ⊞ TELEPHONE BOX/RISER ⊞ ELECTRIC BOX/RISER ⊞ GAS METER ⊞ SANITARY MANHOLE ⊞ YARD DRAIN ⊞ FIRE HYDRANT ⊞ WATER BACTERIAL SAMPLE POINT IRV ⊙ IRRIGATION VALVE WV ⊙ WATER VALVE NAVD 29 NATIONAL GEODETIC VERTICAL DATUM OF 1929 NAVD 88 NORTH AMERICAN VERTICAL DATUM OF 1988 ⊞ BACK FLOW PREVENTOR ⊞ SIGN ⊞ DRAINAGE MANHOLE ⊞ UNDERGROUND BURIED CABLE MARKER |
|--|--|

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	423.00'	56.57'	7°39'45"	N 48°24'16" W	56.53'
C2	560.00'	74.89'	7°39'45"	S 48°24'16" E	74.84'
C3	398.00'	689.56'	99°16'07"	N 11°45'10" W	606.49'
C4	398.00'	63.57'	9°09'05"	N 56°48'41" W	63.50'
C5	398.00'	53.23'	7°39'45"	N 48°24'16" W	53.19'
C6	398.00'	572.76'	82°27'17"	N 3°20'45" W	524.60'

REVISION: UPDATED POOL DECK (12-22-21)
UPDATED POOL DECK (4-16-21)

DRAWN BY:	ARC
CHECKED BY:	TJD
JOB CODE:	AZURE
SCALE:	1" = 20'
DATE:	7 APRIL 2021
FILE:	17-90-BS
SHEET:	1 of 1



Civil Engineers • Land Surveyors • Planners • Landscape Architects
 Cert. of Auth. #B 00005151 Cert. of Auth. LB 00005151 Business Lic. 26000296
 Bonita Springs: 238.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

O. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

BOUNDARY SURVEY W/ IMPROVEMENTS
 AZURE AT HACIENDA LAKES - PHASE 2
 LOT 341
 PLAT BOOK 65, PAGES 72 THROUGH 76
 LYING IN
 SECTION 24, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA

DATE SIGNED _____
 TIMOTHY J. DEVIRES, P.S.M.
 FL LICENSE #6758
 FOR THE FIRM

Exhibit "A"

G:\SURVEY\PROJECT SURVEY 2017\90 - AZURE AT HACIENDA LAKES\SURVEY\17-90-BS.DWG

EXHIBIT 4

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

4
5
6 **MINUTES OF MEETING**

7
8 **Board of Supervisors Meeting and Public Hearing**
9 **Monday, August 15, 2022, 9:04 a.m.**
10 **8490 Viale Circle**
11 **Naples, Florida 34114**

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	David Torres	Hacienda Lakes of Naples, LLC
28	Taylor Whitcomb	Hacienda Lakes of Naples, LLC
29	Terry Cole	District Engineer, Hole Montes
30	5 Hacienda Lakes Residents	See attached list

31
32
33 **FIRST ORDER OF BUSINESS**

Call to Order and Roll Call

34
35 Mr. Weyer called the meeting to order and proceeded with the roll call. The members in
36 attendance are as outlined above. He pointed out the procedure for the meeting.
37
38
39

1 **SECOND ORDER OF BUSINESS**

2
3 Mr. Weyer noted that the Florida Statutes require that there be an opportunity for Public
4 Comment. There were none.

5
6
7 **THIRD ORDER OF BUSINESS**

Organizational Matters

8
9 **Open Public Hearing #1**

10
11 Mr. Weyer requested a motion from the Board to open the first public hearing to adopt
12 the District’s FY 2022-2023 Budget.

13
14 On MOTION by Mr. Olson and seconded by Ms. Aguiar, with all in favor, the Board of
15 Supervisors of the Hacienda Lakes Community Development District opened the public hearing
16 on the FY 2022-2023 budget.

17
18 A. **Public Hearing to Consider FY 2022-2023 Budget and Levying of Assessments**

19
20
21 Mr. Weyer explained the District budgeting process with the preliminary budget being
22 adopted in May that sets the cap for the budget and then the final budget being adopted in
23 August after a 60-day window prescribed by Florida Statutes. The Board can move budget
24 amounts within the budget line items up to but can’t exceed the total budget amount
25 adopted in May.

26
27 Mr. Weyer asked for comments from the public in attendance and there were none. Mr.
28 Weyer then asked for Supervisor comments and Mr. Bothe asked if the final budget is the
29 same as the May preliminary budget. Mr. Weyer stated that it is the same.

30
31 There was no further Board discussion.

32
33 **Close Public Hearing #1**

34
35 Mr. Weyer requested a motion from the Board to close the first public hearing to adopt
36 the District’s FY 2022-2023 Budget.

37
38 On MOTION by Ms. Aguiar and seconded by Mr. Bothe, with all in favor, the Board of
39 Supervisors of the Hacienda Lakes Community Development District closed the public hearing on
40 the FY 2022-2023 budget.

41
42 Mr. Weyer then requested a motion from the Board to adopt Resolution 2022-4 relating to
43 the annual District appropriations and adopting the Fiscal Year 2022-2023 Budget.
44

1 **1. Consideration of Resolution 2022-4 A resolution of the Hacienda Lakes Community**
2 **Development District relating to the annual appropriations of the District and**
3 **adopting the budget for the fiscal year beginning October 1, 2022, and ending**
4 **September 30, 2023, and referencing the maintenance and benefit special**
5 **assessments to be levied by the District for said fiscal year.**

6
7 There was no further Board discussion.
8

9 On MOTION by Mr. Nadeau and seconded by Mr. Olson, with all in favor, the Board of
10 Supervisors of the Hacienda Lakes Community Development District adopted Resolution 2022-4
11 relating to the annual appropriations and adopting the FY 2022-2023 Budget.

12
13 **Open Public Hearing #2**

14
15 Mr. Weyer requested a motion from the Board to open the second public hearing to levy
16 non-ad valorem operations & maintenance assessments and debt assessments.
17

18 On MOTION by Mr. Olson and seconded by Mr. Bothe, with all in favor, the Board of Supervisors
19 of the Hacienda Lakes Community Development District opened the public hearing on the FY
20 2022-2023 budget.

21
22 Mr. Weyer explained that the budget as approved is put into the operations & maintenance
23 methodology workbook to determine the assessment amount for each product type in the
24 District. The debt assessments are fixed for the 30-year life of the bonds. The two
25 assessments are added together and submitted to the Collier County Property Appraiser who
26 then passes the District's assessment roll to the Collier County Tax Collector who puts that
27 amount on the property tax bill.
28

29 Mr. Weyer then asked for public comments and there were none.
30

31 Mr. Weyer asked for Supervisor comments and Mr. Bothe asked again if the assessments
32 are the same as approved in May. Mr. Weyer said yes.
33

34 **Close Public Hearing #2**

35
36 Mr. Weyer requested a motion from the Board to close the first public hearing to levy the
37 District's FY 2022-2023 Assessments.
38

39 On MOTION by Mr. Nadeau and seconded by Ms. Aguiar, with all in favor, the Board of
40 Supervisors of the Hacienda Lakes Community Development District closed the public hearing on
41 the FY 2022-2023 assessment levy.

42
43 Mr. Weyer asked for a motion to accept Resolution 2022-5.

1
2 **2. Consideration of Resolution 2022-5 relating to Levying a Non-Ad Valorem**
3 **Operations and Maintenance Assessments and Debt Assessments and Certifying**
4 **the Assessment Roll for FY 2022-2023.**
5

6 Mr. Bothe asked if we still have reserve money. Mr. Weyer pointed out that we actually
7 have two reserve accounts. The first is the irrigation pumps reserve account which has
8 \$100,000 and the second is a general reserve account that has about \$25,000 in it. And he
9 will continue to add \$25,000 in it to cover general surprise expenses.

10
11 There was no further Board discussion.
12

13 On MOTION by Mr. Olson and seconded by Mr. Nadeau, with all in favor, the Board of
14 Supervisors of the Hacienda Lakes Community Development District adopted Resolution 2022-5
15 relating to levying non-ad valorem operations and maintenance assessments and debt assessments
16 for FY 2022-2023 Budget.

17
18 Mr. Weyer disclosed and provided an affidavit of from the Naples Daily News showing that
19 the ads were run according to the specifications set out in the Florida Statues. Mr. Weyer
20 then showed the letter sent to the Collier County Manager on June 15th laying out the
21 proposed FY 2022-2023 District budget.
22

23 **3. Consideration of Resolution 20226- relating to the designation of Officers for the**
24 **District for Fiscal Year 2022-2023 and providing for an effective date.**
25

26 Mr. Weyer went through the list of officers and said that it hasn't changed since last year.
27 Mr. Mulhere asked for an explanation as to how the Board transition will be going forward
28 with the election coming up in November.
29

30 Mr. Weyer explained that there are three seats up for election with two being on the mid-
31 term election on November 8th with the third seat being filled by a landowner election. The
32 two seats on the ballot are Mr. Bothe's seat (Seat 2) and Seat 4 which is currently filled by
33 Dwight Nadeau. Seat 4 will be on the ballot between Wayne Martin and Jason Tomasetti.
34 Mr. Bothe is running unopposed and will not be on the ballot.
35

36 Seat 3 currently occupied by Mr. Mulhere will be determined at the Landowner Election
37 meeting on November 21st. Mr. Bothe and either Mr. Martin or Mr. Tomasetti will be
38 elected for 4-year terms and Seat 3 will be for a two-year term.
39

40 The next election will be held in November of 2024 and Seats 1, 3 and 5 will be open for
41 residents to fill. The two top vote getters in that election will be elected for four-year terms
42 and the lowest vote getter will be elected for a two-year term. Each election going forward
43 will be held to fill three seats.
44

45 Mr. Mulhere pointed out that the Board will again adopt an updated Officers resolution at
46 the November meeting after the landowner election.

1
2 There was no further Board discussion.
3

4 On MOTION by Ms. Aguiar and seconded by Mr. Olson, with all in favor, the Board of
5 Supervisors of the Hacienda Lakes Community Development District adopted Resolution 2022-6
6 relating to the designation of Officers for the District and providing for an effective date.
7

8 **4. Consideration of Resolution 2022-7 adopting the FY 2022-2023 Meeting Schedule.**
9

10 Mr. Weyer said that the meeting schedule has been changed this year to hold quarterly
11 meetings in November, February, May and August. Me. Weyer said that if the District
12 needs a special meeting that it could be advertised if needed.
13

14 Mr. Urbancic noted that the Board is seated two weeks after the general election which
15 would be November 22nd so the November meeting needs to change from the 21st to the
16 22nd.
17

18 There was no further Board discussion.
19

20 On MOTION by Mr. Mulhere and seconded by Mr. Olson, with all in favor, the Board of
21 Supervisors of the Hacienda Lakes Community Development District adopted Resolution 2022-7
22 adopting the FY 2022-2023 Meeting Schedule.
23

24
25 **FOURTH ORDER OF BUSINESS**

Administrative Matters

26
27
28 **A. Approval of Minutes of the May 16, 2022 Board of Supervisors' Meeting**
29

30 There were no changes noted from the Board.
31

32 On MOTION by Mr. Olson and seconded by Mr. Mulhere, with all in favor, the Board of
33 Supervisors of the Hacienda Lakes Community Development District approved the Minutes of the
34 May 16, 2022 Board of Supervisors Meeting.
35

36
37 **B. Esplanade Lake Turnover Update.**
38

39 Mr. Weyer said that all of the items are in place to make the turnover take place. Mr.
40 Urbancic said that there are a couple of more documents that need to be finished to
41 complete the transaction.
42

43 Mr. Weyer also noted that Taylor Morrison would pay \$60,000 in lieu of them finishing
44 up the corrections. Mr. Cole stated that the District Engineer has reviewed and agree to
45 that amount.
46

1
2 **C. Consideration of the Solitude Lake Management Agreement**
3

4 Mr. Weyer presented the Solitude Lake Management Agreement. It was not ready in May
5 but he said that the agreement is for less than what was budgeted in May. Mr. Bothe asked
6 about maintenance of the weeds along the lake bank. Mr. Weyer explained that a meeting
7 is to be scheduled with the HOA manager, WLM, Solitude and the District to determine
8 the responsibilities for each contractor. This process has already been set up at Azure.
9

10 The control elevation of the lake determines the lake boundary.
11

12 There was no further discussion.
13

14 On MOTION by Mr. Nadeau and seconded by Mr. Olson, with all in favor, the Board of
15 Supervisors of the Hacienda Lakes Community Development District approved the Solitude Lake
16 Management Agreement.
17

18
19 **D. Consideration of WLM Carman Road Landscape Maintenance Addendum.**
20

21 Mr. Weyer presented the WLM Carman Road landscape maintenance agreement. He noted
22 that this will basically be mowing and ultimately any projects that front Carman Road will
23 take care of their own landscaping.
24

25 There was no further discussion.
26

27 On MOTION by Mr. Mulhere and seconded by Ms. Aguiar, with all in favor, the Board of
28 Supervisors of the Hacienda Lakes Community Development District approved the WLM Carman
29 Road Landscape Maintenance Agreement.
30

31
32 **E. Consideration of Collier County Subordination Agreements.**
33

34 Mr. Torres pointed out that on the north side of Rattlesnake Hammock Road there are turn
35 lanes being constructed for ingress into the new apartments and convenience center. The
36 County is seeking for the CDD subordinate its easement rights to the County since they
37 will be owning that roadway.
38

39 Mr. Urbancic noted that they have attached the wrong document to the agreement and that
40 he's fine with it once the right document is attached.
41

42 There was no further discussion.
43

44 On MOTION by Mr. Olson and seconded by Ms. Aguiar, with all in favor, the Board of
45 Supervisors of the Hacienda Lakes Community Development District approved the Collier County
46 Subordination Agreements with the correct document.

1 **FIFTH ORDER OF BUSINESS**

Business Matters

2
3 There were none to be considered at this time.

4
5 **SIXTH ORDER OF BUSINESS**

Financial Matters

6
7 **A. Acceptance of the July 2022 Financial Statements**

8
9 Mr. Weyer presented the District’s July 2022 Financial Statements. He pointed out that
10 the cash flow is positive by \$125,000 but the District has August through November to pay
11 with those funds and October and November expenses. Those expenses are about
12 \$100,000. There will also be additional expenses like tree pruning, etc. so he estimated
13 that we will have about a \$9,000 carry over. Mr. Olson asked where did the miscellaneous
14 revenue come from. Mr. Weyer said that it is revenue received from fees collected for
15 letters of no objection for easement encroachment.

16
17 On MOTION by Mr. Mulhere and seconded by Mr. Nadeau, with all in favor, the Board of
18 Supervisors of the Hacienda Lakes Community Development District accepted the District’s July
19 2022 Financial Statements as presented.

20
21 **B. Acceptance of the FY 2021-2022 Audit**

22
23 The Hacienda Lakes CDD FY 2021-2022 Audit was presented to the Board. Mr. Weyer
24 pointed out that the District is in very good shape financially, it was turned into the State
25 on time and that there were no exceptions to the report.

26
27 On MOTION by Mr. Nadeau and seconded by Mr. Bothe, with all in favor, the Board of
28 Supervisors of the Hacienda Lakes Community Development District accepted the Fiscal Year
29 2021-2022 Audit.

30
31 **SEVENTH ORDER OF BUSINESS**

Staff Reports

32
33 **Manager’s Report –**

34
35 Mr. Weyer had nothing further to report.

36
37 **Attorney’s Report –**

38
39 Mr. Urbancic noted that he was contacted by Collier County to sign a consent to use
40 agreement which is the County form. He will continue to work with the County to get our
41 standard encroachment agreement signed and not indemnify the County from the property
42 owner. He will continue to push back on the County to correct that situation.

1 **Engineer’s Report –**

2
3 Mr. Cole noted that they submitted the stormwater needs analysis to the County by their
4 deadline.

5
6 Mr. Cole also noted that we have inspected the rear yard drains and submitted a report to
7 Mr. Weyer. He will work with Mr. Norton from Taylor Morrison to correct as much as
8 possible.
9

10 **SEVENTH ORDER OF BUSINESS**

Public Comments

11
12 Is the District responsible for the drains from the roadways to the lakes? Mr. Cole said yes.
13 The developer is responsible for keeping them clean and the County will ensure they are
14 clean when the developer calls for final inspection.
15

16 **EIGHTH ORDER OF BUSINESS**

Supervisors’ Requests

17
18 Mr. Bothe asked what material is on site for the lake bank repairs. Mr. Cole said it was rip
19 rap.
20

21 Mr. Bothe asked about 7-11. Mr. Torres said they have closed and that he is building the
22 bridge from 951 to the property. 7-11 will be starting their construction in about a month.
23

24 Mr. Bothe asked about the new CDD just to the north. Mr. Torres said that the district has
25 been formed and that Toll will most likely start near the end of this year and that some of
26 the homes should be under construction by the third quarter of next year.
27

28 Mr. Bothe asked about the church. Mr. Torres said that property is fully zoned and should
29 start soon.
30

31 Mr. Bothe asked about the assisted living on the north side of Rattlesnake Hammock Road
32 (not in the District). Mr. Torres said that it has closed.
33

34 **EIGHTH ORDER OF BUSINESS**

Adjournment

35
36 On MOTION by Mr. Mulhere and seconded by Mr. Nadeau, with all in favor, the meeting of the
37 Board of Supervisors of the Hacienda Lakes Community Development District was adjourned.
38
39
40
41

42 _____
43 Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

44 _____
45 _____
46 Print Name

Print Name

Attendance Sign in Sheet

Hacienda Lakes Residents and Public

District: Hacienda Lakes CDD

Date of Meeting: August 15, 2022

	Print Name	Stree Address
1	Santiago + Connie Machado	8381 Promiso Ct.
2	CHARLES JUSSELYN	8450 VOLADO
3	Renee Szabo	8411 PALACIO TERR-S.
4	WAYNE J. MARTIN	9483 Palacio Terrace W
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

EXHIBIT 5



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

October 28, 2022

To Board of Supervisors
Hacienda Lakes Community Development District
707 Orchid Drive, Suite 100
Naples, FL 34102

We are pleased to confirm our understanding of the services we are to provide Hacienda Lakes Community Development District, Collier County, Florida ("the District") for the fiscal year ended September 30, 2022. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Hacienda Lakes Community Development District as of and for the fiscal year ended September 30, 2022. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2022 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject

to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also

responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$6,800 for the September 30, 2022 audit. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of 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 Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Hacienda Lakes Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Racquel McIntosh

RESPONSE:

This letter correctly sets forth the understanding of Hacienda Lakes Community Development District.

By: _____

Title: _____

Date: _____



February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

EXHIBIT 6

Hacienda Lakes Community Development District



Nuisance Alligator Removal Procedure

Dear Residents,

It has come to our attention that there are people who have questions as to when is it appropriate to remove alligators from Harmony. The Harmony Community Development District has put together the following nuisance alligator removal procedure to help give everyone a better understanding.

When is an alligator considered a "nuisance alligator"?

Generally, alligators may be considered a nuisance when they are at least four feet in length and pose a threat to people, to their pets, or to property. Alligators less than four feet in length are naturally fearful of people and are not generally capable of eating anything larger than a small turtle. They eat small fish, frogs, and other small animals. They are too small to be a threat to even small pets, and pose no threat to people. They are typically not dangerous to people unless someone attempts to handle them. They are common in Florida, and the mere presence of a small alligator is no cause for concern; even when they turn up in places where people may not expect to see them, such as retention ponds & drainage ditches.

Occasionally, alligators of more than four feet in length do become legitimate problems that must be addressed. **If an alligator of more than four feet in length approaches people, does not retreat if approached, or is in a location that is not natural, call the Nuisance Alligator Hotline (866-392-4286).** Once they have verified your information & the location, they will assign a trapper to come onto the property and remove the alligator.

What happens to nuisance alligators when they are removed by trappers?

When a nuisance alligator trapper removes an alligator, that alligator becomes the property of the trapper (except in the case of an alligator bite on a human). In most cases, the alligator is killed and processed for its hide and meat. The sale of the hide and meat is the primary compensation for the nuisance alligator trapper. In a few cases, a nuisance alligator is sold live to an alligator farm, animal exhibit, or zoo. The trapper is usually reimbursed with an amount equivalent to the market value of the alligator. However, the demand for live alligators by these establishments is quite low.

A few reminders:

It is illegal to feed alligators or entice them with food. This will cause the animal to lose its fear of humans, become dangerous, and have to be killed. Because alligators are ubiquitous in Florida, we must assume that every pond has at least one; so it is dangerous for you, your child, or your pet to wade or swim in any of the ponds in Harmony. Alligators are hard to see if they are near the shore basking in the sun. Always be cautious if you are going near water, even in your own back yard.

If you have questions or concerns regarding the removal of alligators, or just want more information about Florida wildlife, please visit the Florida Fish & Wildlife Conservation Commission website (<https://myfwc.com>), and explore both the Wildlife Habitat and the Alligator management web pages.

Thank you,

Hacienda Lakes Community Development District Board of Supervisors

EXHIBIT 7

Hacienda Lakes Community Development District
Cash Flow
October 2022

	Total
Revenue	
Total Income	0.00
Checking Account less Reserves	135,890.65
Total Revenue	\$ 135,890.65
Expenses	
1100000 Administrative	
1511119 Payroll Service Fee	56.07
1512100 Management Consulting Services	3,500.00
1513055 Legal Advertising	287.00
1513060 Assessment Administration Services	8,471.63
1513075 Accounting Services	750.00
1513080 Engineering Services	596.25
1513100 Insurance- General Liability	6,587.00
1514010 Legal Services	609.50
Total 1100000 Administrative	\$ 20,857.45
1160000 Field Operations	
1531010 Electricity - General	888.66
1572010 LANDSCAPING & MAINTENANCE	7,360.00
1572014 Irrigation Repairs	438.70
1572030 Lake Maintenance	2,463.35
1572040 Signage	520.00
1572042 Holiday Decorations	3,000.00
Total 1160000 Field Operations	\$ 14,670.71
4513315 DS2016 Trustee Fees	3,747.55
Total Expenses	\$ 39,275.71
Net Cash Flow	\$ 96,614.94

Hacienda Lakes Community Development District
Balance Sheet
As of October 31, 2022

	Total
ASSETS	
Current Assets	
Bank Accounts	
1101000 Cash Checking 0672	246,060.63
2151000 Revenue Trust Acct 1003-Series 2014	366,139.17
2151001 Interest Trust Fund 1000-Series 2014	0.00
2151004 Reserve Trust Fund 1007 Series 2014	387,146.88
2151005 Sinking Trust Acct 1005 Series 2014	0.00
2151006 Assmnt Prepayment 1006 - Series 2014	61,665.72
4151000 Revenue TrustAcct 3000-Series 2016	242,981.88
4151001 Interest Trust 3003 Fund-Series 2016	0.00
4151004 Reserve Trust Fund 3005 Series 2016	599,693.75
4151005 Sinking Trust Acct 3004 -Series 2016	0.00
4151006 Cost of Issuance - Series 2016	0.00
4151007 Assmnt Prepayment 3006 Series 2016	1,109.76
8151030 DS2014 Construction Trust Fund	15.01
8151050 DS2016 3001 Construction Trust Fund	4,430.37
Total Bank Accounts	\$ 1,909,243.17
Other Current Assets	
1155000 Prepaid Items	915.00
1156100 Utility Deposits	3,185.00
Total Other Current Assets	\$ 4,100.00
Total Current Assets	\$ 1,913,343.17
Fixed Assets	
9164900 Infrastructure	3,097,082.14
9164901 Roads	-3,097,082.14
Total Fixed Assets	\$ 0.00
TOTAL ASSETS	\$ 1,913,343.17
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
0021600 Due to Other Fund	11,405.20
1131001 Due from Other Funds to GF	-8,173.51
1166000 Due from Other Funds	-11,113.00
1207001 DTDF - Due to 2014 Debt Service Fund	40,759.25
1207002 DTDF - Due to 2016 Debt Service Fund	-918.29
1581000 Transfer Out	-2,990.50
2131001 Due From GF to DSF (201)	179,373.15
2160000 Due Other Fund	-182,417.00
2207201 Due to GF 001 fm 201 (201)	3,731.32
2260000 Due to Other Funds	-38,789.00
2581000 DS2014 Interfund Transfer-Out	1,774.00
4131001 Due from GF to DSF (401)	5,636.90
4381000 DS2016 Interfund Transfer-In	-0.12
4581000 DS2016 Interfund Transfer - Out	-196.19
8381000 Interfund Transfer In 301	1,907.82
8581000 Interfund Transfer Out 301	10.04
Total Due to/from Accounts	\$ 0.06
Total Other Current Liabilities	\$ 0.06
Total Current Liabilities	\$ 0.06
Total Liabilities	\$ 0.06
Equity	
120000 Retained Earnings	26,293.82
1271000 Fund Balance- Unreserved	128,310.00
2271000 DS Fund Balance Unreserved	927,284.00
4271000 2016 DS Fund Balance Unreserved	862,171.00
8271000 Fund Balance Unreserved	3,060.00
Net Income	-33,775.71
Total Equity	\$ 1,913,343.11
TOTAL LIABILITIES AND EQUITY	\$ 1,913,343.17