

Hacienda Lakes Community Development District

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

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

Monday, February 23, 2026, 9:00 a.m.
8490 Vaile Circle
Naples, Florida 34114

I. Roll Call.

II. Public Comments on Agenda Items.

III. Organizational Matters:

- | | |
|--|-----------|
| A. Notice of Meeting | Exhibit 1 |
| B. Resolution 2026-1 Recognition of Tom Bothe | Exhibit 2 |

IV. Administrative Matters

- | | |
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| A. Consideration of the December 1, 2025, Meeting Minutes. | Exhibit 3 |
| B. Consideration of Azure HOA letter to Hacienda Lakes CDD. | Exhibit 4 |
| C. Costo Landscaping Plans update from Supervisor Parker. | Exhibit 5 |

V. Business Matters

- | | |
|---|-----------|
| A. Assignment of REEI Contract to PFM Group Consulting. | Exhibit 6 |
| B. Consulting Agreement between REEI and PFM Group Consulting. | Exhibit 7 |

VI. Budget Matters

- | | |
|--|-----------|
| A. Acceptance of January 31, 2026, Financial Statements | Exhibit 8 |
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VII. Financial Matters

None to be considered at this time.

Staff Reports.

A. Manager.

a. Lakes Update

Exhibit 9

B. Legal Counsel.

C. Engineer.

VIII. Public Comments.

IX. Supervisors' Requests.

A. Fishing on lakes in Esplanade and other District lakes

B. Littoral Shelf plantings

C. Trees on lake bank in Promoso Court

Exhibit 10

X. Adjournment.

EXHIBIT 1

Govt Public Notices

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BOARD OF SUPERVISORS

MEETING DATES

HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024-2025

The Board of Supervisors of the Hacienda Lakes Community Development District will hold their regular meetings for Fiscal Year 2025-2026 at the Esplanade Clubhouse, 8490 Vaile Circle, Naples, Florida 34114 at 9:00 a.m. unless otherwise indicated as follows:

November 17, 2025

February 23, 2026*

May 18, 2026

August 17, 2026

*-Moved one week later due to President's Day holiday.

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at a meeting because of a disability or physical impairment should contact the District Office at (239) 269-1341 at least two calendar days prior to the meeting.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

10/7/25 #11732693

EXHIBIT 2

RESOLUTION NO. 2026-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT HONORING THE LIFE AND SERVICE OF HENRY THOMAS “TOM” BOTHE AND RECOGNIZING HIS TIRELESS DEDICATION AND COMMITMENT TO THE DISTRICT; PROVIDING FOR A MOMENT OF SILENCE AND TRIBUTE; PROVIDING FOR PRESENTATION OF THIS RESOLUTION TO HIS FAMILY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Henry Thomas “Tom” Bothe faithfully served on the Board of Supervisors of the Hacienda Lakes Community Development District (the “Board” and the “District”, respectively) from 2020 through 2025; and

WHEREAS, Tom was the first landowner representative to serve on the Board, bringing the unique perspective of the District’s residential community to the Board’s deliberations and decisions; and

WHEREAS, during his years of service to the District, Tom and his wife resided within the Esplanade at Hacienda Lakes community, and was deeply engaged in the life and well-being of that neighborhood and the broader District; and

WHEREAS, Tom passed away on January 17, 2026, at the age of 83, and the Board desires to memorialize his life and service to the District; and

WHEREAS, throughout his tenure on the Board, Tom demonstrated tireless dedication, integrity, and commitment to the best interests of the District and its residents, contributing significantly to the District’s governance and community appearance; and

WHEREAS, Tom brought warmth and levity to the Board’s proceedings through his good humor and wit, fostering a collaborative spirit and making even the most challenging discussions more productive for his fellow Board members and District staff; and

WHEREAS, the Board desires to formally honor and recognize Tom for his years of service and lasting contributions to the District.

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

SECTION 1. Recognition of Service. The Board hereby formally recognizes and honors Henry Thomas “Tom” Bothe for his exemplary service on the Board from 2020 through 2025, including his role as the first landowner representative to serve on the Board, and acknowledges the positive and lasting impact of his leadership on the District and its residents.

SECTION 2. Expression of Gratitude. The Board hereby extends its deepest appreciation and gratitude to Tom for his tireless dedication, commitment, and service to the District and its residents, and recognizes the many hours he devoted to furthering the District’s mission and improving the quality of life within Hacienda Lakes.

SECTION 3. Moment of Silence and Tribute. In honor of Tom’s life and service, the Board shall observe a moment of silence and offer a brief tribute to his memory at the public meeting at which this Resolution is adopted.

SECTION 4. Presentation to Family. The Board hereby directs that a duly executed copy of this Resolution be presented to the family of Henry Thomas “Tom” Bothe as an expression of the Board’s respect, sympathy, and appreciation for his years of service to the District.

SECTION 5. Implementation; Effective Date. This Resolution shall take effect immediately upon its adoption, and the officers and staff of the District are authorized and directed to take all actions necessary or desirable to carry out the intent of this Resolution, including the scheduling of the moment of silence and the presentation of this Resolution to Tom’s family.

PASSED AND ADOPTED by the Board of Supervisors of Hacienda Lakes Community Development District, this 23rd day of February, 2026.

**HACIENDA LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

G. Russell Weyer, Secretary

Gary Lichtle, Chairman

EXHIBIT 3

12/1/2025 Meeting Minutes Forthcoming

EXHIBIT 4

VARNUM

4501 Tamiami Trail N | Suite 350
Naples, Florida 34103
Telephone 239 / 241-7380 | Fax 239 / 241-7385 | www.varnumlaw.com

Steven J. Adamczyk

Direct 239 / 241-7384
sjadamczyk@varnumlaw.com

February 3, 2026

Via Regular US Mail and
E-Mail: gurbancic@cyklawfirm.com

Greg Urbancic, Esq.
Coleman Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, FL 34103-3556

Re: Azure at Hacienda Lakes HOA / Hacienda Lakes CDD
Stormwater/Lake Maintenance Responsibilities

Dear Greg:

I represent Azure at Hacienda Lakes Homeowners' Association, Inc. (the Association). I am writing to outline our understanding of the respective responsibilities of the Association and the Hacienda Lakes Community Development District (the CDD) over the lakes and related stormwater facilities within Azure, to identify areas where the Association has been performing work allocated to the CDD, and to open a dialogue to memorialize an appropriate allocation of responsibilities and costs going forward, including reimbursement of amounts the Association has paid for work that is the CDD's responsibility. Residents are increasingly concerned that Association assessments are bearing costs that should be addressed through the CDD's budget, and we would like to resolve this efficiently and cooperatively.

As a threshold matter, the recorded plats for Azure dedicate lake tracts and lake maintenance easements to the CDD, expressly "with responsibility for maintenance." For example, the Azure at Hacienda Lakes – Phase 2 plat dedicates to the CDD "all lake maintenance easements (LME) as depicted, with responsibility for maintenance" and further dedicates Tract L25A

as a lake, for the purpose of construction, installation, maintenance and operation of stormwater/drainage facilities, . . . with responsibility for maintenance.

Each Azure plat contains similar language concerning lakes and dedications in favor of the CDD.

The Master Declaration for Azure recognizes the CDD's statutory powers and potential responsibility for stormwater management across the Hacienda Lakes project, including "stormwater management (drainage control)" and "the surface water management system," and further provides that if portions of the common area are transferred to the CDD, "the expenses of administration and maintenance shall cease to be Common Expenses."

The governing South Florida Water Management District Environmental Resource Permit (ERP No. 11-03312-P-05, Application No. 151215-2) further frames the operational structure. The ERP includes a general condition requiring that, upon certification of construction completion, the permit be transferred to the operation and maintenance entity. While one special condition states, “Operation and maintenance of the stormwater management system shall be the responsibility of a homeowners’ association”, the ERP also reflects that, until transfer is accepted, the permittee remains liable for O&M, and that stormwater systems must be “operated and maintained in perpetuity,” with the O&M entity responsible for inspections and corrective action to protect public health, safety, welfare, and water resources. . Importantly, the Declaration itself explicitly authorizes assignment of permits and obligations to the CDD and recognizes the CDD’s authority over stormwater infrastructure and services within Hacienda Lakes, with assessments to fund O&M.

In short, the recorded plats dedicate the lake tracts and lake maintenance easements to the CDD with responsibility for maintenance; the Declaration recognizes the CDD’s role, and the ERP allocates responsibilities to both the Association and the CDD.

Against this backdrop, the Association has, for an extended period, been performing and funding work within the lake boundaries that falls within lake “maintenance” commonly associated with the dedicated lake tracts and lake maintenance easements, including: mowing within the lake boundaries, trimming and maintaining littoral/cord grass as part of shoreline stabilization and erosion control, and installing, powering, and repairing aerators and fountains for circulation and water-quality management. These activities align with the ERP’s operational framework. Importantly, to our knowledge, there is no executed interlocal agreement or cost-sharing agreement allocating these lake-related O&M functions or expenses between the Association and the CDD.

Our objective is straightforward. First, we would like to reach an agreement to allocate responsibilities that align with the plat dedications, the covenants, and the ERP permits. Second, we request reimbursement to the Association for past expenditures the Association has made to manage and maintain the lakes and associated facilities within the dedicated lake areas and L.M.E.s, which should be borne by the CDD. We are compiling the financial detail now and will provide a schedule of amounts by category and date promptly upon receipt from the client.

We recognize that the Declaration contains provisions reflecting a role by the Association under the water management services, but those provisions must be harmonized with the express dedications to the CDD. The Declaration itself provides the harmonizing mechanism by recognizing the CDD’s stormwater role and by shifting costs out of Association expenses where common areas become CDD property or are administered by the CDD.

To move this forward constructively, we propose that counsel and staff for the CDD and the Association meet within the next few weeks to: (1) confirm, by reference to the recorded plats, the specific lake tracts and L.M.E.s dedicated to the CDD; (2) align the operational responsibilities under the ERP with those dedications; (3) determine an orderly transition of any in-progress maintenance tasks; (4) agree on a reimbursement amount (and payment timing) for Association-funded lake maintenance within those areas; and (5) codify the outcome in an O&M agreement

February 3, 2026

Page 3

that avoids future confusion. We are approaching this with the aim of collegial cooperation, but our Board is understandably concerned about continuing to fund CDD-dedicated obligations, and residents are frustrated by the perceived double payment through both Association assessments and CDD O&M assessments.

Please let me know your availability for an initial conference the weeks of February 9 and February 23 so we can begin aligning on scope and financials. We appreciate your attention to this matter and look forward to working together on a practical and durable solution.

Very truly yours,

VARNUM



Steven J. Adamczyk

EXHIBIT 5

From: Stephen Parker <parker2795@icloud.com>
Sent: Wednesday, February 11, 2026 8:22 AM
To: jakez heartwoodandbark.com <jakez@heartwoodandbark.com>
Cc: Russ Weyer <Rweyer@ree-i.com>; John Alvarado <johnaalvarado@costco.com>
Subject: Re: Costco Wholesale right-of-way review

Good morning,

Please see our comments/concerns below. Everything looks fine, it's mostly coordination concerns.

1 - As stated on the irrigation plan, the contractor is responsible for moving/maintaining the existing irrigation main and system during construction. We as the CDD are concerned for how long this system "down time" may be. As you know, this time of year with the cool temps, it buys a lot of time without irrigation. If this waterline work occurs in late spring or later in the year, we need something in writing to guarantee that a temp mainline will be installed to insure daily irrigation requirements. Any extended period of downtime will result in replacement of all affected R.O.W. plantings if there is damage due to the lack of water.

2 - Without a set of site/utility plans, we do not know where any other additional services need to come into the site and where they cross the R.O.W. (Electric/cable/phone/water). Are they being missed? If they are being trenched, what verbiage is in place to ensure the existing conditions are protected, or is it the same vendor?

3 - As the irrigation main line is exposed and set deeper where it crosses the entry/exit areas, the contractor will have to go back quite far to transition from the recommended depth below the road surface and return up to the existing irrigation main elevation. We would like to see something in writing that once the work is complete and if it is outside the area of construction, it is restored to its original condition in a timely fashion. Not when the rest of the landscape is complete.

4 - If the existing irrigation contractor is required to assist the Costco contractor in finding lines, repairs and / or testing the system for clogged heads, etc. to whom does the bill go to?

5 - We ask that you please put the vendor in touch with us prior to commencing work so we are all on the same page.

Thank you,

Stephen M. Parker

EXHIBIT 6

DISTRICT MANAGEMENT

This District Management Agreement (this "Agreement"), made and entered into this 1st day of March, 2026, (the "Effective Date") by and between **Hacienda Lakes Community Development District** ("DISTRICT") and **PFM Group Consulting LLC** (together with PFM Management Services LLC, its anticipated successor-in-interest as provider of the district management services contemplated hereby, hereinafter called the "MANAGER") sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

I. SCOPE OF SERVICES

MANAGER shall provide District Management Services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

II. WORK SCHEDULE

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. COMPENSATION

For the services provided under this Agreement, MANAGER's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT's approved budget. Documentation of such expenses will be provided to the DISTRICT upon request.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERM AND TERMINATION

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for "good cause" shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 10, hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that MANAGER may, upon notice to the DISTRICT, assign MANAGER's rights and obligations under this Agreement to any subsidiary or affiliate of MANAGER or a successor of MANAGER in connection with the sale of all or substantially all of MANAGER's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to MANAGER. DISTRICT may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy or completeness of such Data.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by certified mail, return receipt requested, or by nationally recognized courier, with written verification of receipt. Notices shall be addressed to the party for whom it is intended, at the designated addresses below. The parties designate the following as the respective places for giving notice, to-wit:

DISTRICT:

Hacienda Lakes Community Development District
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attention: District Manager

With A Copy To:

Coleman, Yovanovich & Koester, P.A.
The Northern Trust Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Attn: Greg Urbancic, Esq.

MANAGER:

PFM Group Consulting LLC
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attention: Jennifer Walden

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement MANAGER shall deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement.

IX. MANAGER'S REPRESENTATIVES

1. Assignment of Named Individuals

The services set forth in this Agreement shall be provided by professional employees of MANAGER or affiliates of MANAGER in its sole discretion. The MANAGER may, from time to time, supplement or otherwise amend the team members.

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

X. INSURANCE

MANAGER shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XI. GENERAL PROVISIONS

1. MANAGER Not to Participate as Underwriter

The MANAGER is precluded from being an underwriter of any debt obligations issued by the DISTRICT and shall not participate, in any manner, in the initial offering for the issuance of any of the DISTRICT's debt obligations.

2. Limitation of Liability; Indemnification

To the extent not referenced herein, MANAGER shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services which are not under the control or supervision of the MANAGER.

DISTRICT INDEMNIFICATION. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the MANAGER, the DISTRICT agrees to indemnify, defend, and hold harmless the MANAGER and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that MANAGER may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the DISTRICT. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the MANAGER may be entitled and shall continue after the MANAGER has ceased to be engaged under this Agreement.

MANAGER INDEMNIFICATION. The MANAGER agrees to indemnify, defend, and hold harmless the DISTRICT and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the DISTRICT may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the MANAGER. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the DISTRICT may be entitled and shall continue after the MANAGER has ceased to be engaged under this Agreement.

SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to waive or limit the DISTRICT'S sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

3. Disclaimer of MANAGER

The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in accumulating information necessary for documents required by the DISTRICT to finalize any particular financing, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

4. Attorney Fees and Governing Law

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

8. Public Records Disclosure

MANAGER understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, MANAGER agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is PFM Group Consulting LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the MANAGER shall 1) keep and maintain public records required by the DISTRICT to perform the service; 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 MANAGER 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 MANAGER'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 MANAGER, the MANAGER 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, OR 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.

9. E-Verify Requirements

The Consultant shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.091, Florida Statutes. If the Consultant anticipates entering into agreements with a subcontractor for the Services, Consultant will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Consultant has otherwise complied with its obligations hereunder, the District shall promptly notify the Consultant.

The Consultant agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Consultant or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

10. Independent Contractor

MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

Hacienda Lakes Community Development District

Sign: _____

Print Name: Mr. Gary Lichtle

Title: Chairman

PFM Group Consulting LLC

Jennifer Walden, Senior District Manager

EXHIBIT A

SCOPE OF SERVICES

I. General Management Services

General Consultation, Meetings, and DISTRICT Representation

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, coordination, and administration of various professional service elements.

The manager shall prepare and submit to the DISTRICT's Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

As the DISTRICT's Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will facilitate contracting with a third party website provider and assist the website provider with the maintenance of the DISTRICT's website in compliance with applicable law. The Manager will also coordinate with the website provider to ensure an e-mail system is in place which provides a separate "CDD e-mail address" for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

II. Accounting Services

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT's auditors to assure a smooth and efficient audit of the DISTRICT's books.

III. Minutes and Records

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT's records pursuant to Florida law.

IV. Annual Assessments, Lien Book Maintenance and Disclosure

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

V. Other Services

Other applicable services requested or required by the DISTRICT, including but not limited to, testifying in litigation, as requested by the DISTRICT (subject to review and approval), may be provided at the option of the Manager. If provided, such services shall be billed on a time and materials basis in accordance with Exhibit B or other arrangement mutually agreed upon by the DISTRICT and the Manager.

EXHIBIT B

COMPENSATION FOR SERVICES

MANAGER shall be compensated for the provision of the services described in Exhibit A based on the fee schedule below. The fees do not include *reimbursable expenses* (as described in Section III.1. herein) related to regularly scheduled DISTRICT Board meetings. Fees will be reviewed and may be adjusted annually as reflected in the DISTRICT's approved budget.

<i>District Management*</i>	<i>Annual Fee</i>
Management/Administrative/Accounting Services	\$51,600
<i>Debt Issue Services</i>	<i>Annual Fee</i>
Assessment Administration	\$5,000 per Series
Continuing Disclosure Services	\$2,500 per Series
<i>Additional Services**</i>	<i>Cost of Issuance (per series of bonds)</i>
District Management Services Cost of Issuance	\$10,000
Disclosure Services Cost of Issuance	\$1,500

* Maximum of 12 District public meetings per year. Fee billed monthly in advance.

**Additional Services – District Management Services Cost of Issuance. These fees are applicable for any bond or debt issued by the District and payable at closing as part of the Cost of Issuance. These fees are not related to the Operating & Maintenance Budget for the District.

The fees outlined above may be increased or otherwise amended annually as reflected in the adopted Budget for the District. New fees will become effective on October 1 of the applicable budget year.

Any services provided by the MANAGER that has not been outlined in “Exhibit B” above or via separate agreement, will be billed on a time and material basis pursuant to the MANAGER's hourly fee schedule set forth below.

The MANAGER's prevailing hourly rates are as follows:

Title	Hourly Rate
Managing Director	\$ 325
Director / Senior District Manager/ Senior District Accountant	\$ 275
Senior Analyst / District Manager/ District Accountant	\$ 150
Assistant District Manager	\$ 100
Administrative Assistant / Bookkeeper	\$ 50

INSURANCE

PFM Group Consulting LLC ("PFM") acting as MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

PFM Group Consulting LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total \$5 million single loss/ aggregate.

Our Professional/Cyber Liability policies are a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision

General Liability \$0

Professional (E&O)/ Cyber Liability \$250,000

Crime \$50,000

Insurance Company & AM Best Rating

Professional Liability (E&O)..... AIG Specialty Insurance Company; (A; Stable)

Cyber Liability.AIG Specialty Insurance Company (A; Stable)

Crime.....Berkley Regional Insurance Company; (A+; Stable)

General Liability.The Phoenix Insurance Company; (A++ Stable)

Automobile Liability.....St. Paul Protective Insurance Company; (A++ Stable)

Excess /Umbrella Liability.....Travelers Property Casualty Company of America;
(A++ Stable)

Workers Compensation.....Travelers Casualty Ins Co of America; (A++ Stable)
& Employers Liability

EXHIBIT 7



February 14, 2026

Mr. Gary Lichtle
Chairman
Hacienda Lakes Community Development District
707 Orchid Drive, Suite 100
Naples, FL 34102

pfm

3501 Quadrangle Blvd.,
Suite 270
Orlando, FL 32817
407.723.5900
pfm.com

Dear Mr. Lichtle:

Please accept this letter as confirmation that our affiliate, PFM Group Consulting LLC ("PFM"), has entered into a consulting agreement with Real Estate Econometrics Inc. ("REE") that will provide for Russ Weyer's continued involvement in the management of the Hacienda Lakes Community Development District (the "District") through at least December 31, 2026.

Over the coming months, we will work closely with Russ and the District to integrate select members of PFM's district management services team to gain a clear understanding of the District's goals and objectives and to ensure a smooth transition.

On behalf of my PFM colleagues, we very much appreciate the opportunity to serve the District and to maintain the high level of district management services for which you are accustomed.

Sincerely,

D. Brent Wilder, Managing Director
PFM Financial Advisors LLC

EXHIBIT 8

Cash Flow
Hacienda Lakes Community Development District
October 1, 2025-January 31, 2026

Distribution account	Total
Income	
1361001 Interest Revenue	0.00
1363116 Off Roll Assessments	36,698.94
1363118 Excess Commission Refund	17,048.02
1363216 On Roll O&M Assessments	299,230.78
Total for Income	\$352,977.74
Expenses	
1100000 Administrative	
1511001 P/R - Board of Supervisors	1,000.00
1512100 P/R - Management Consulting Services	14,000.00
1513000 Miscellaneous Expense	0.00
1513014 Website Hosting & Management	2,039.98
1513020 Office Expense	128.64
1513048 District Filing Fee	175.00
1513055 Legal Advertising	190.16
1513060 Assessment Administration Services	13,541.05
1513070 Auditing Services	0.00
1513075 Accounting Services	4,000.00
1513080 Engineering Services	660.00
1513100 Insurance- General Liability	7,551.00
1514010 Legal Services	7,385.18
Total for 1100000 Administrative	\$50,671.01
1160000 Field Operations	
1531010 Electricity - General	4,708.21
1572010 LANDSCAPING & MAINTENANCE	33,805.00
1572011 Landscaping Miscellaneous	0.00
1572012 Irrigation Pump Replacement - Esplanade	0.00
1572014 Irrigation Repairs	4,801.98
1572015 Mulch Installation	0.00
1572016 Plant Replacement	5,725.38
1572018 Tree Trimming	10,000.00
1572019 1572019 Carman Road Landscape Maintenance	2,712.45
1572021 Aquifer Monitoring Well	1,200.00
1572030 Lake Maintenance	11,287.56
1572031 Lake Bank and Drainage Repair	377.10
1572040 Signage	0.00
1572042 Holiday Decorations	4,000.00
1572044 Pressure Cleaning	1,350.00
1572060 Water Use Monitoring	2,375.00
1572070 Fountain Maintenance	0.00
1572080 Sabal Palm Culvert Cleaning	0.00
1572082 General Culvert Cleaning	0.00
1572110 Miscellaneous Repairs and Maintenance	0.00
Total for 1160000 Field Operations	\$82,342.68
Total for Expenses	\$133,013.69
Net Cash Flow	\$219,964.05

Hacienda Lakes Community Development District
Budget to Actual
Through January 31, 2026

	Total	Budget	Variance
Income			
1361001 Interest Revenue	\$0.00	0.00	\$0.00
1363116 Off Roll Assessments	36,698.94	53,234.55	-\$16,535.61
1363118 Excess Commission Refund	17,048.02	0.00	\$17,048.02
1363216 On Roll O&M Assessments	299,230.78	324,975.45	-\$25,744.67
Total Income	\$352,977.74	\$378,210.00	-\$25,232.26
Expenses			
1100000 Administrative			
1511001 P/R - Board of Supervisors	\$1,000.00	\$4,000.00	\$3,000.00
1511119 P/R - Payroll Service Fee	\$0.00	\$175.00	\$175.00
1512100 Management Consulting Services	14,000.00	42,000.00	\$28,000.00
1513000 Miscellaneous Expense	0.00	0.00	\$0.00
1513014 Website Hosting & Management	2,039.98	2,500.00	\$460.02
1513020 Office Expense	128.64	750.00	\$621.36
1513048 District Filing Fee	175.00	175.00	\$0.00
1513055 Legal Advertising	190.16	3,000.00	\$2,809.84
1513060 Assessment Administration Servi	13,541.05	16,000.00	\$2,458.95
1513063 Assessment Roll Preparation	0.00	3,500.00	\$3,500.00
1513070 Audit Services	0.00	7,000.00	\$7,000.00
1513075 Accounting Services	4,000.00	9,000.00	\$5,000.00
1513080 Engineering Services	660.00	5,000.00	\$4,340.00
1513100 Insurance- General Liability	7,551.00	7,000.00	-\$551.00
1514010 Legal Services	7,385.18	10,000.00	\$2,614.82
Total 1100000 Administrative	\$50,671.01	\$110,100.00	\$59,428.99
1160000 Field Operations			
1531010 Electricity - General	4,708.00	15,000.00	10,292.00
1572010 Landscaping & Maintenance	33,805.00	99,600.00	65,795.00
1572012 Irrigation Pump Replacement	0.00	0.00	0.00
1572013 Irrigation Pump Maintenance	0.00	3,600.00	3,600.00
1572014 Irrigation Repairs	4,801.98	12,000.00	7,198.02
1572017 Sod Replacement	0.00	1,000.00	1,000.00
1572018 Tree Pruning	10,000.00	10,000.00	0.00
1572015 Mulch Installation	0.00	10,000.00	10,000.00
1572016 Plant Replacement	5,725.38	10,000.00	4,274.62
1572019 Carman Road Landscape Maintenance	2,712.45	9,360.00	6,647.55
1572021 Aquifer Monitoring Well	1,200.00	0.00	-1,200.00
1572030 Lake Maintenance	11,287.56	36,850.00	25,562.44
1572031 Lake Bank and Drainage Repair	377.10	0.00	-377.10
1572035 Lake Testing	0.00	200.00	200.00
1572040 Signage	0.00	1,500.00	1,500.00
1572042 Holiday Decorations	4,000.00	8,000.00	4,000.00
1572044 Pressure Cleaning	1,350.00	1,500.00	150.00
1572060 Water Use Monitoring	2,375.00	14,000.00	11,625.00
1572065 SFWMD ERP Annual Report	0.00	1,500.00	1,500.00
1572070 Fountain Maintenance	0.00	2,500.00	2,500.00
1572080 Sable Palm Culverts Cleaning	0.00	7,000.00	7,000.00
1572080 General Culverts Cleaning	0.00	0.00	0.00
1572110 Miscellaneous Repairs and Maintenance	0.00	0.00	0.00
Total 1160000 Field Operations	82,342.47	243,610.00	161,267.53
Total Expenses	\$133,013.48	\$353,710.00	\$220,696.52
Net Cash Flow	\$219,964.26	\$24,500.00	\$195,464.26

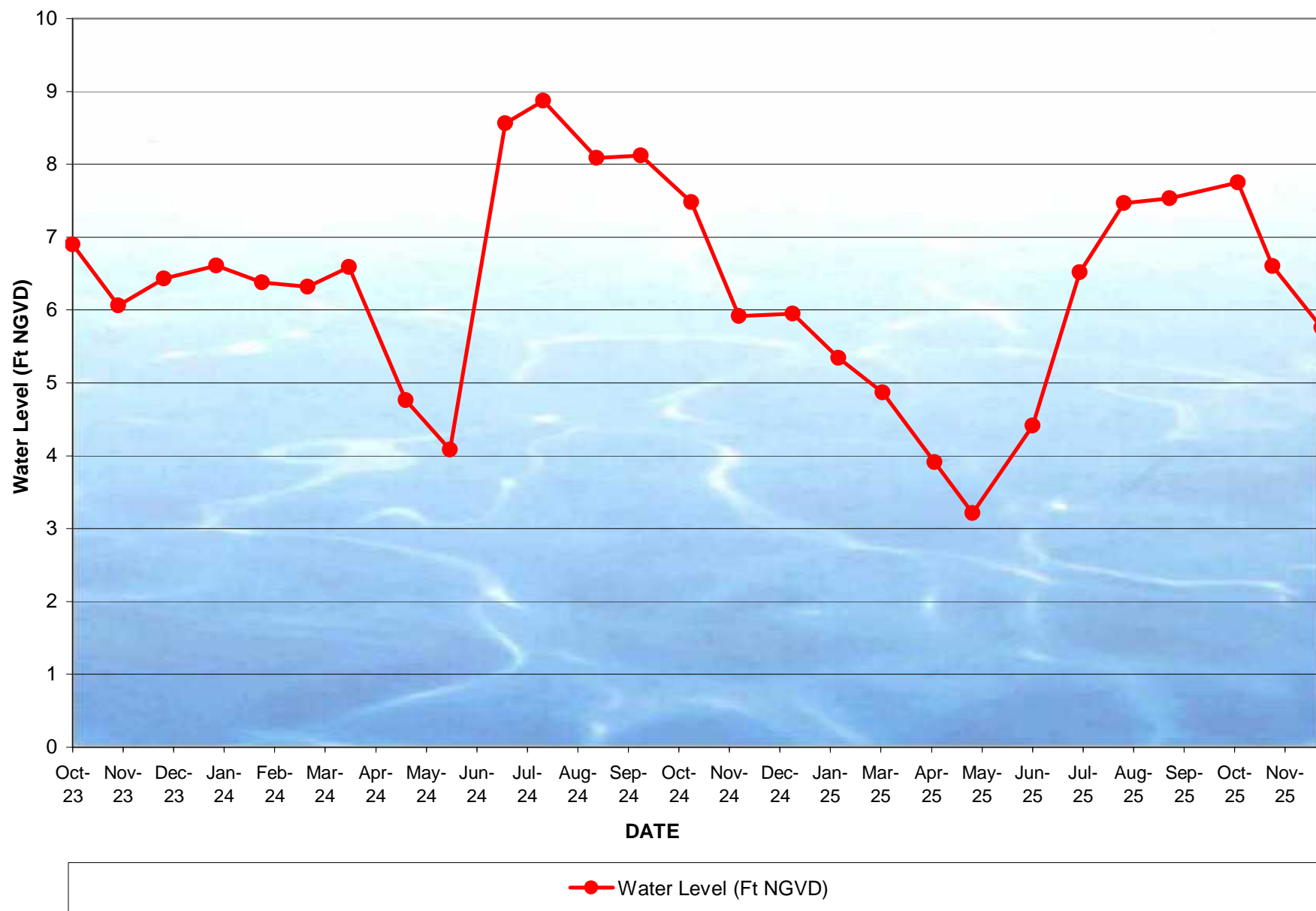
HLCDD General Fund Analysis

January 31, 2026

Fund Type	Amount
Bank Balance:	\$557,311.78
Off Roll Assessments Receivable	16,536.61
On Roll Assessments Receivable	25,744.67
Remaining FY 2025 Budget:	-234,806.70
First Two months of FY 2026-27 Budget:	-34,000.00
Pump Replacement Reserve:	-100,000.00
Lake Bank Restoration Reserve:	-50,000.00
Debt Service to Trustee	0.00
General Reserves:	<u>\$180,786.36</u>
Total Reserves:	\$330,786.36

EXHIBIT 9

FIGURE 1- PLOT OF WATER LEVEL ELEVATIONS FOR MONITORING WELL MW-1.



BEFORE THE GOVERNING BOARD OF THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Order No.: 2026-014-DAO-WS

IN THE MATTER OF:

Declaration of Water Shortage
Warning for All Water Use Classes
Withdrawing Groundwater from the Lower
Tamiami aquifer in Lee and Collier Counties.

_____/

RECEIVED
DISTRICT CLERK'S OFFICE

4:35 pm Feb 5, 2026

SOUTH FLORIDA
WATER MANAGEMENT DISTRICT

CMB

DECLARATION OF WATER SHORTAGE WARNING

The Governing Board of the South Florida Water Management District ("District"), after considering the recommendations of District staff and being otherwise fully apprised, issues this Order pursuant to Sections 373.083, and 373.246, Florida Statutes ("Fla. Stat."), and Chapter 40E-21, Florida Administrative Code ("Fla. Admin. Code"), based upon the following Findings of Fact and Conclusions of Law.

AREA OF APPLICATION

1. Lee and Collier Counties, located in the District's Lower West Coast Planning area, are subject to this Order. A map depicting the area governed by this Order is attached as **Exhibit A**.

2. Water in Lee and Collier Counties from the Lower Tamiami aquifer, as described in subsection 40E-21.631(2), Fla. Admin. Code, is affected by this Order.

3. All water use classes identified in Rule 40E-21.651, Fla. Admin. Code are subject to this Order.

FINDINGS OF FACT

4. Since November 1, 2025, Lee and Collier Counties have received 2.21 inches of rainfall, resulting in a rainfall deficit of 3.94 inches, which represents 35 percent of normal rainfall.

5. The U.S. Drought Monitor publishes a weekly drought conditions report. The January 29, 2026, report indicated that the Lower West Coast is in a Moderate to Severe Drought.

6. Groundwater levels have been declining in most of the Lower Tamiami aquifer monitoring stations. Current water levels in several monitor wells are in the lower 10th percentile of historic levels and are lower than those experienced in the water shortage years of 2007, 2009, and 2011 for this time of year. Without rainfall and recharge, further decline in ground water levels is anticipated due to water uses.

7. Considering the above, it is important that conservation of groundwater sources from the Lower Tamiami aquifer within Lee and Collier Counties be implemented. Without conservation, water supplies over the remainder of the dry season may not be available to meet the present and anticipated requirements of water users while also protecting the water resources from serious harm.

8. District staff will continue to monitor water usage and groundwater levels to assess the effectiveness of voluntary water conservation measures taken by water users in Lee and Collier Counties. If the voluntary conservation efforts prove to be insufficient, the District may declare a water shortage in critical areas and invoke mandatory water

use restrictions to conserve water, equitably distribute the remaining groundwater supplies, and prevent serious harm to the water resources.

CONCLUSIONS OF LAW

9. The District's Water Shortage Plan, as set forth in Chapter 40E-21, Fla. Admin. Code, regulates the withdrawal and use of groundwater and the protection of water resources. See § 373.246, Fla. Stat.

10. Under Rule 40E-21.231(3), Fla. Admin. Code, the District may issue a water shortage warning calling for voluntary reductions in demand prior to declaring a water shortage.

11. Under Rule 40E-21.401, Fla. Admin. Code, the District may increase water resource and demand monitoring in anticipation of a water shortage.

12. This declaration of a water shortage warning is prudent to provide notice to water users in Lee and Collier Counties of the potential for future water use restrictions, and to encourage voluntary water conservation and increased use of alternative water sources.

13. In the event water use restrictions are imposed in the future, the District may request local city and county officials to assist the District in the enforcement of this order. See § 373.609, Fla. Stat.

ORDER

Based on the above findings of fact and conclusions of law, it is ordered that:

14. A water shortage warning is declared within Lee and Collier Counties.

15. All water users dependent upon the Lower Tamiami aquifer are encouraged to practice efficient water use in the following ways:

- a. Landscape Irrigation: All landscape irrigation shall continue to be conducted on assigned days or less often, as established in the local government's year-round landscape irrigation ordinance. The most effective way to reduce unnecessary water demand is to limit landscape irrigation by watering only on assigned irrigation days and when plants show signs of stress (i.e., wilting).
- b. During the cooler winter months, lawns do not need to be irrigated as frequently as summer months. For most times, one day per week of irrigation is sufficient to maintain a healthy landscape.
- c. Check irrigation systems to ensure they are working properly. This means testing and repairing broken pipes and leaks, fixing damaged or tilted sprinkler heads, and checking the irrigation timers to ensure settings are correct and the rain sensor is working properly.
- d. Avoid washing or cleaning streets, sidewalks, driveways, or other impervious areas with water.
- e. Use a self-cancelling nozzle when hand-watering shrubs or landscaping, and when washing vehicles. Vehicles should be washed over a pervious surface, like grass, or in an area that immediately drains to a pervious surface.
- f. When utilizing water indoors, reduce shower durations, minimize the number of laundry loads, and only run dishwashers when full.

g. Golf courses, nurseries, agriculture and other users are encouraged to increase water conservation efforts and reduce demands where possible.

h. All Water users should follow proper conservation techniques and practices. All water users can visit <https://www.sfwmd.gov/community-residents/water-conservation> to access water conservation tips and information.

16. The District requests local governments through their media outlets to increase outreach and education on dry conditions and low water availability and promote awareness and compliance with local landscape irrigation ordinances.

17. The Executive Director has the authority to issue, modify, and rescind this water shortage warning Order. The Executive Director will modify or rescind this Order if the District's water conditions monitoring and water shortage plan implementation reasonably demonstrates that a modification or recission of the Order is necessary.

18. A Notice of Rights is attached hereto as **Exhibit B**.

DONE AND SO ORDERED in West Palm Beach, Florida on this 5th day of February 2026.

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT
By its Executive Director



Drew Bartlett

EXHIBIT A



Water Shortage Warning Lower Tamiami Aquifer Lee and Collier Counties, Florida

-  South Florida Water Management District
-  St. Johns River Water Management District
-  Southwest Florida Water Management District

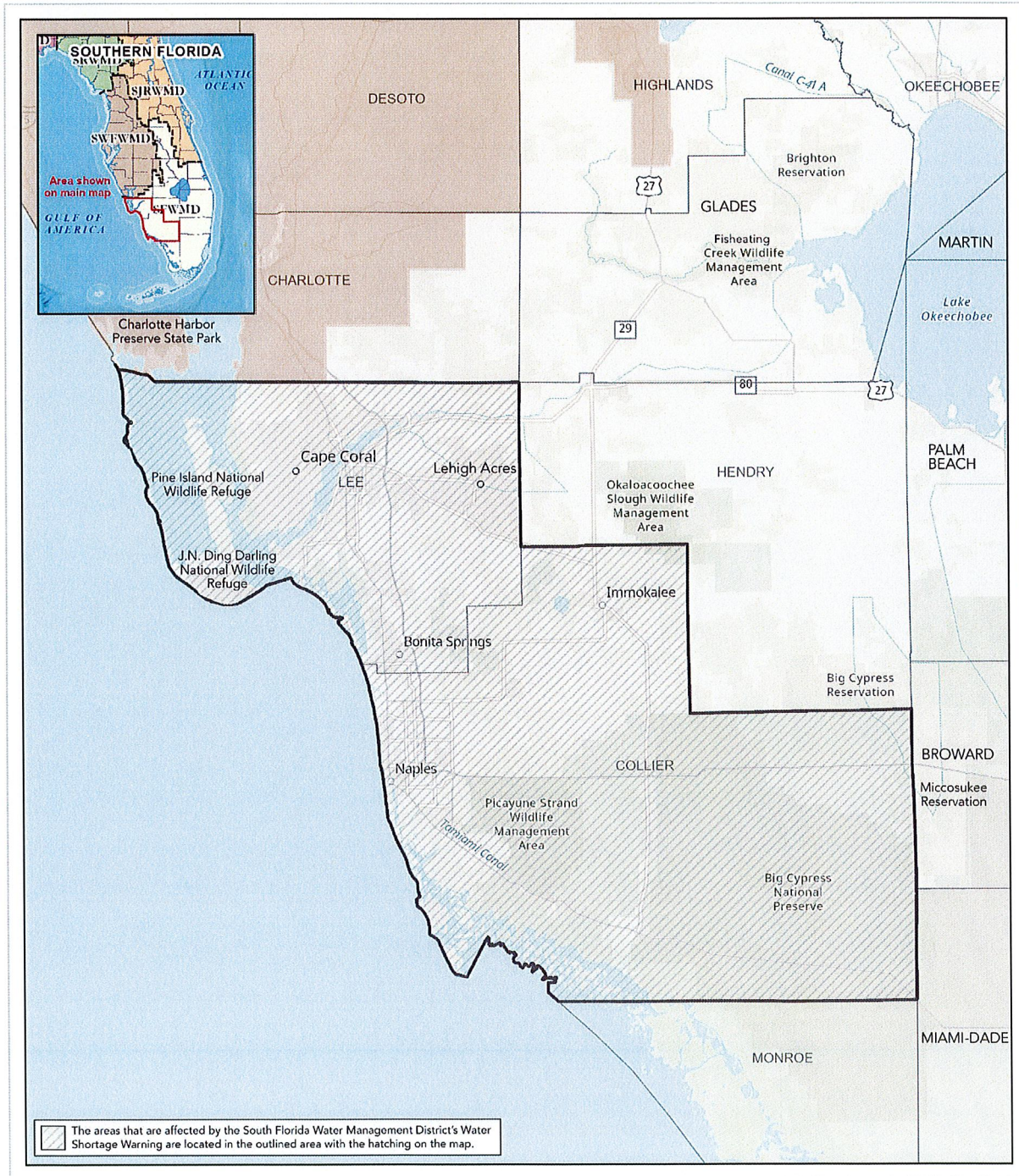


EXHIBIT B

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

Drought in Florida is worst since 2012

Risks extend from agriculture to estuaries

Kimberly Miller

USA TODAY NETWORK – FLORIDA

A new report shows Florida's drought deepening to include 99% of the state with millions of people living under conditions parched enough to warrant burn bans, water shortage warnings and heightened concerns over wildfires.

The U.S. Drought Monitor's Feb. 12 report showed extreme drought spreading to 43% of the state including much of North Florida, parts of the Tampa Bay Area and portions of the Treasure Coast.

It's a level of drought that South Florida Water Management District Board Chairman Chauncey Goss said affects everything from agriculture to oysters.

"Someone mentioned water supply risks," Goss said during a Feb. 12 meeting of the board, which oversees water distribution and flood control from Orlando to the Keys. "But there are also estuarine risks and lake health risks and Everglades risks."

The drought is the worst the state has seen since 2012.

On Feb. 6, warnings were issued to six South Florida counties as surface water supplies dwindle and fresh-water aquifers shrink to critically low levels, risking saltwater intrusion in reserves that feed the faucets of millions of people.

The South Florida Water

Management District urged residents in Miami-Dade, Monroe, Collier, Lee, Highlands and Glades counties to reduce landscape watering to once per week, avoid cleaning sidewalks and driveways, to wash their cars on their lawns, limit showers and laundry, and only run dishwashers when full.

Adherence to the requests is voluntary.

Is rain coming soon to Florida?

But if water supplies don't rebound, and with three months until the start of the rainy season, it's possible they could become mandatory to "prevent serious harm to water resources," according to the water management district.

"We are in the hole, and until we get significant rainfall, we are not going to make up the deficit," said Miami-based National Weather Service meteorologist Sammy Hadi. "We would need a really good, prolonged soaking to make a dent in the drought."

And it's not just South Florida. The most serious drought started in the upper tier of the Panhandle along the I-10 corridor and went on to consume counties in the Big Bend region. It slid south along the Gulf Coast into Manatee, Sarasota and Hillsborough counties, then past Lake Okeechobee and didn't stop until it dead-ended at Florida Bay.

As of the Feb. 12 drought report, about 18 million Floridians were living in areas suffering from drought. According to the U.S. Drought Monitor, 99% of the state is in some stage of drought including 43% that is experiencing extreme drought. Extreme drought ranks third on a four-tier severity scale.

The National Weather Service in Miami said there is an extreme risk of wildfires over the southern portions of the Everglades, with a high risk of wildfires over metro areas of Palm Beach County. Broward and Miami-Dade counties have a moderate risk of wildfires.

Meteorologists aren't expecting much change in the near future and the Climate Prediction Center said drought should continue in Florida through the spring.

"There is a weather system coming Sunday (Feb. 15) with a better chance of rain," said Inspire Weather meteorologist and former Tampa area NWS meteorologist Brian LaMarre. "It's not the type of system that will end the drought, but any rain helps."

It's also unlikely to thwart wildfire dangers.

The light showers that came with this winter's mostly dry cold fronts have been enough to wet grasses and twigs. But windy conditions under sunny skies means they are dry again within an hour, said Todd Chlanda, wildfire mitigation specialist for areas in Hillsborough, Pinellas and Polk counties.

Statewide, 128 wildfires burned as of Feb. 11, according to the Florida Forest Service.

How did the wildfire start in Brevard County on I-95?

They've snarled traffic, including shutting down all lanes on I-95 in both directions in Brevard County, and forced schools to cancel classes in Pasco County. Burn bans have been issued in 32 counties as of Feb. 12, and on Feb. 10, a Big Cypress Wildlife Management Area fire could be seen on Miami radar. Areas from Key West to Apalachicola are ranking in the top 10 for their driest winter on record.

Since Dec. 1, 2026, West Palm Beach has had just 1.35 inches of rain, making this its fourth driest winter in 130 years of measurements. Fort Pierce is in its third driest winter, and Gainesville is in its sixth driest.

Chlanda said they are still investigating how fires in his area started, but noted that a spark from a chain dragging behind a car, or even heat from a car parked on the side of the road could be enough to make a flame.

“The humidities have been down, the wind has been up, and the sun has been shining. People say it’s beautiful weather, and it is, but for wildfires, it’s the worst time,” Chlanda said.

A handful of meteorological events led to Florida’s deepening drought.

The 2025 wet season was marked by a lack of tropical systems in Florida, that, for better or worse, can bring several inches of rain in a short period of time. Last hurricane season’s tropical cyclones were partly deflected by a trough of low pressure off the east coast of the U.S., which also allowed dry northern air to bleed south.

At the same time, sea breeze-initiated thunderstorms in the toe of the state moved mostly inland, pinning the rain in the center of the Peninsula or closer to the west coast.

More: Florida freeze devastated crops; will it push up grocery prices?

By October, instead of being swollen with water as the wet season waned, 30% of Florida was already in drought.

Rounds of winter cold fronts have subsequently pushed farmers to draw heavily on water supplies in an effort to protect their crops from freezing and dehydration.

The South Florida Water Management District, which oversees 16 counties from Orlando to the Keys, said it is doing what it can to hold as much water in the system as possible.

“We are very thankful we didn’t have a devastating hurricane, but now we’re looking at extreme drought and its impacts,” LaMarre said. “It’s feast or famine.”

Kimberly Miller is a journalist for the USA TODAY NETWORK FLORIDA. She covers weather, the environment and critters as the Embracing Florida reporter. If you have news tips, please send them to kmiller@pbpost.com. You can get all of Florida’s best content directly in your inbox each weekday by signing up for the free newsletter, Florida TODAY, at <https://palmbeachpost.com/newsletters>.

EXHIBIT 10



Feb 3, 2026 at 2:27:57 PM
8416 Rosa Ct
Naples FL 34114
United States