

Hacienda Lakes Community Development District

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

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

Monday, May 15, 2023, 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. Acceptance of Supervisor Maritza Aguiar's resignation. Exhibit 1

B. Appointment of Jason Tomassetti to Seat 1

C. Administration of Oath of Office to Supervisor Tomassetti.

D. Guide to Sunshine Amendment and Code of Ethics for Public Officers
and Employees

E. **Consideration of Resolution 2023-3** – Designation of Officers of the Hacienda
Lakes Community Development District. Exhibit 2

F. **Consideration of Resolution 2023-4:** A Resolution of the Board of
Supervisors of Hacienda Lakes Community Development District approving a
proposed budget for Fiscal Year 2023-2024 and setting a public hearing date
thereon pursuant to Florida Law.

Exhibit 3

IV. Administrative Matters

A. Approval of Minutes of the February 27, 2023 Meeting. Exhibit 4

B. Ratification of the Right-of-Way Subordination Consent Joinder Exhibit 5

C. Consideration of Resolution 2023-5: A Resolution of the Board of Supervisors of Hacienda Lakes Community Development District establishing policies and procedures relating to the review of requests for encroachments into drainage easements dedicated or granted to the District; and providing for severability and an effective date.

Note: Updated from Resolution 2021-6 to add additional fees.

Exhibit 6

V. Business Matters

None to be considered at this time.

VI. Financial Matters

A. Acceptance of April 2023 Financial Statements

Exhibit 7

VII. Staff Reports.

A. Manager.

- a. Audit Update
- b. Esplanade & Azure Lake Updates
- c. Sable Palm Culvert Cleaning Update
- d. Esplanade HOA presentation
- e. Number of Registered Voters

Exhibit 8

B. Legal Counsel.

C. Engineer.

VIII. Public Comments.

IX. Supervisors' Requests.

X. Adjournment.

EXHIBIT 1

Russ Weyer

From: Maritza Aguiar <maguiar@fl-star.com>
Sent: Monday, March 6, 2023 8:09 AM
To: Russ Weyer
Cc: Jason Tomassetti
Subject: Hacienda Lakes CDD And Hacienda Lakes North

Good Morning

I am sorry to inform to you that I am resigning from the above to boards and in lieu of this please add Jason Tomassetti

His email is: jtomassetti@fl-star.com

Thank you,

Maritza Aguiar

EXHIBIT 2

RESOLUTION 2023-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT RE-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
Clifford Olson	Vice Chairman
Russ Weyer	Secretary
Russ Weyer	Treasurer
Jason Tomassetti	Assistant Secretary
Wayne Martin	Assistant Secretary
Tom Bothe	Assistant Secretary

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

PASSED AND ADOPTED this 15th day of May, 2023.

**HACIENDA LAKES COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary / Assistant Secretary

Chairman / Vice Chairman

EXHIBIT 3

RESOLUTION 2023-4

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023-24 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (the “Board”) a proposed budget for Fiscal Year 2023-24 prior to June 15, 2023, a copy of which is attached hereto and made a part hereof as Exhibit “A”; and

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

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

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

SECTION 2. The proposed Budget submitted by the District Manager for Fiscal Year 2023-24 and attached hereto as Exhibit “A” is hereby approved as the basis for conducting a public hearing to adopt said budget.

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

DATE:	Monday, August 21, 2023
HOUR:	9:00 a.m.
LOCATION:	8490 Viale Circle Naples, FL 34114

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

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

SECTION 6. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

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

PASSED AND ADOPTED this 15th day of May, 2023, by the Board of Supervisors of Hacienda Lakes Community Development District, Collier County, Florida.

Attest:

**HACIENDA LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman/Vice Chairman

APPENDIX A
Hacienda Lakes Community Development District
FY 2022-2023 Budget

<u>Fiscal Year Budget</u>			
REVENUES			
CARRY OVER REVENUE TO EQUALIZE ASSESSMENTS	\$	7,500	
ON-ROLL ASSESSMENTS	\$	312,859	923 Platted Lots Esplanade, Azure & Sapphire Cove
OFF ROLL DEVELOPER ASSESSMENTS	\$	66,346	Balance of Unplatted Acres
INTEREST REVENUE		-	
MISCELLANEOUS REVENUE		-	
TOTAL REVENUES	\$	386,705	
EXPENDITURES			
ADMINISTRATIVE			
BOARD OF SUPERVISORS PAYROLL	\$	4,000	4 meetings @ \$1,000 each
PAYROLL SERVICE FEE		140	Mattice 1099 Preparation
MANAGEMENT CONSULTING SERVICES		42,000	\$3,500/Month
ASSESSMENT ADMINISTRATION		16,000	Lien Book, MBS Capital, Tax Collector, U.S. Bank, Itch Mailing Services
ASSESSMENT ROLL PREPARATION		3,500	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS		750	Office Supplies, etc.
AUDITING		7,000	2019-20 Audit
ACCOUNTING FIRM		9,000	Mattice Business Services - \$750/month
INSURANCE (Liability, Property & Casualty)		6,400	DAO Insurance
LEGAL ADVERTISING		3,000	2 Ads at \$1,250/each and 1 @ \$500/each
REGULATORY AND PERMIT FEES		175	State Filing Fee
LEGAL SERVICES		10,000	Coleman Yovanovich & Koester
ENGINEERING SERVICES - General		10,000	Hole Montes
WEBSITE HOSTING & ADMINISTRATION		2,500	Required by State Law - VGlobal Contract Price + Quickbooks
MISCELLANEOUS SERVICES		-	
TOTAL ADMINISTRATIVE EXPENDITURES	\$	114,465	
FIELD OPERATIONS			
FIELD OPERATIONS MANAGEMENT STAFF	\$	-	
LANDSCAPING & FIELD MAINTENANCE		104,640	\$7940 a month. \$780/month for mowing of Carman Drive
LANDSCAPE REPLACEMENT		25,000	Annual flowers at Monuments + median replacements
LANDSCAPE MULCHING		10,000	Mulching twice a year @ \$5,000 each
IRRIGATION REPAIRS		18,000	Approximately \$1,500/month
SOD REPLACEMENT		8,000	Grass being revived by WLM - For line break repairs, etc.
TREE PRUNING		8,000	189 trees @ \$42.32 each
MASTER PUMP MAINTENANCE		3,600	WLM Estimate - includes diving to clean intake
LAKE BANK MAINTENANCE RESERVE		25,000	Annual Reserve Contribution
ELECTRICITY		15,000	Approximately \$1,250/month
FOUNTAINS		1,500	Fountain Repair and Maintenance
WATER USE MONITORING		3,300	Cardno Entrix @ \$275/month
ENTRY MONUMENTS MAINTENANCE		1,500	Pressure Cleaning, Painting, etc.
HOLIDAY DECORATIONS		6,000	Brennan's Christmas Decorations
WETLAND MONITORING		-	Approximately \$100/month
STREET SWEEPING		-	Twice a year - Construction abating
SPWMD ERP ANNUAL REPORT		1,500	Annual
LAKE TESTING		200	Once per year
SABLE PALM CULVERTS CLEANING		7,500	Once per year
LAKE MAINTENANCE		33,500	\$2,436 per month for 12 lakes + \$2,500 for Saph Cov
TOTAL FIELD OPERATIONS EXPENDITURES	\$	272,240	
TOTAL EXPENDITURES	\$	386,705	\$ 238,740

PRODUCT TYPE	UNITS	2023-24	2022-23	Increase / (Decrease)
		Apportionment Per Unit	Apportionment Per Unit	
Low - 42'	146	\$251.63	\$253.38	-\$1.75
Medium - 52'	377	\$335.51	\$337.83	-\$2.33
High - 62'	212	\$419.38	\$422.29	-\$2.91
Apartments (Per Parcel G requirement)	17	\$251.63	\$253.38	-\$1.75
Townhome	188	\$251.63	\$253.38	-\$1.75
Office General	70,000	\$0.17	\$0.17	\$0.00
Retail - Community 100,001-300,000 SF	220,000	\$0.17	\$0.17	\$0.00
Senior Housing	320	\$83.88	\$84.46	-\$0.58

Hacienda Lakes Community Development District
Debt Service Fund - Series 2014 Bonds
FY 2022-2023 Proposed Budget

REVENUE (1)

Balance in Account (November 2, 2023 - Estimate)	\$ 78,436.50
Assessment Off-Roll	\$ 4,923.20
Assessment On-Roll	\$ 770,696.37
Discounts	\$ -
Total Revenue	\$ 854,056.07

EXPENDITURES

INTEREST EXPENSE	
May 1, 2024	\$ 282,381.25
November 1, 2024	\$ 275,662.50
 PRINCIPAL	
May 1, 2024	\$ 215,000.00
Total Expenditures	\$ 773,043.75
 Excess Revenues over Expenditures	 \$ 81,012.32

Allocation of Maximum Annual Debt Service

On Roll Assessments

Single Family Land Use	Units	Net Assessment		Total
			Per Unit	
42'	138	\$	1,664.79	\$ 229,741.02
52'	189	\$	1,872.05	\$ 353,817.45
62'	90	\$	2,079.31	\$ 187,137.90
Total FY 2020-2021	417			\$ 770,696.37

Hacienda Lakes Community Development District
Debt Service Fund - Series 2016 Bonds
FY 2023-2024 Proposed Budget

REVENUE (1)

Balance in Account (November 2, 2023 - Estimate)	\$	47,440.00
Assessment Off-Roll	\$	-
Assessment On-Roll	\$	591,113.57
Discounts	\$	-
Total Revenue	\$	638,553.57

EXPENDITURES

INTEREST EXPENSE		
May 1, 2024	\$	188,281.75
November 1, 2024	\$	184,315.63
 PRINCIPAL		
May 1, 2024	\$	215,000.00
Total Expenditures	\$	587,597.38
 Excess Revenues over Expenditures	\$	 50,956.19

Allocation of Maximum Annual Debt Service

On Roll Assessments

Single Family Land Use	Units	Net Assessment	
		Per Unit	Total
52' - Azure	124	\$ 1,282.52	\$ 159,032.48
77' - Azure	93	\$ 1,644.14	\$ 152,905.02
4-Plex - Azure	187	\$ 941.61	\$ 176,081.07
 52' - Sapphire Cove	 75	 \$ 1,374.60	 \$ 103,095.00
Total FY 2018-2019	479		\$ 591,113.57

EXHIBIT 4

HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT
Suite 100, 707 Orchid Drive
Naples, FL 34102

MINUTES OF MEETING

**Board of Supervisors Meeting
Monday, February 27, 2023 9:34 a.m.
4001Tamiami Trail North, Suite 300
Naples, Florida 34103**

Present and constituting a quorum were:

Wayne J. Martin	Board Member
Tom Bothe	Board Member
Bob Mulhere	Board Member

Also present were:

Russ Weyer	District Manager, Real Estate Econometrics, Inc.
Greg Urbancic	District Counsel, Coleman, Yovanovich & Koester, P.A.
David Torres	Hacienda Lakes of Naples, LLC
Terry Cole	District Engineer, Hole Montes

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Weyer called the meeting to order and proceeded with the roll call. The members in attendance are as outlined above.

SECOND ORDER OF BUSINESS

Mr. Weyer noted that the Florida Statutes require that there be an opportunity for Public Comment.

There were no public comments.

1 **THIRD ORDER OF BUSINESS**

Organizational Matters

2
3 **A. Lake Bank Maintenance Program Update.**

4
5 Mr. Weyer presented photos of the lake bank maintenance program underway with the
6 \$60,000 from Taylor Morrison. He said that the program is about two-thirds completed
7 and should be completed in the next week.
8

9 **B. Monument Sign Lighting Update.**

10
11 Mr. Weyer noted that some of the lights were out on the south side and the original installer
12 of the lights checked on the lights and discovered that eight bulbs were out. He replaced
13 them and fixed a couple of connections. There was not charge as the fixes were under
14 warranty.
15

16 **C. Azure Lakes Update**

17
18 Mr. Weyer brought the Board up to date on the “eyebrow” lakes at Azure.
19

20 **D. Mid-Season Landscaping Update.**

21
22 Mr. Weyer said that the winter plantings are complete and we are replacing plants that are
23 past maturity. The plantings are within the budget. Mr. Bothe asked about the landscaping
24 outside of the wall along the apartment complex. Mr. Torres said that they will be
25 landscaped and the CDD will maintain the landscaping up to the wall.
26

27 **FOURTH ORDER OF BUSINESS**

Administrative Matters

28
29 **E. Approval of Minutes of the November 21, 2022 Landowner Meeting.**

30
31 There were no changes noted from the Board.
32

33 On MOTION by Mr. Bothe and seconded by Mr. Mulhere, with all in favor, the Board of
34 Supervisors of the Hacienda Lakes Community Development District approved the Minutes of the
35 November 21, 2022 Landowner Meeting.

36
37 **F. Approval of Minutes of the November 21, 2022 General Meeting.**

38
39 There were no changes noted from the Board.
40

41 On MOTION by Mr. Martin and seconded by Mr. Mulhere, with all in favor, the Board of
42 Supervisors of the Hacienda Lakes Community Development District approved the Minutes of the
43 November 21, 2023 General Meeting.
44
45

1
2 **G. Azure Lot 196 Easement Encroachment Agreement**
3

4 This agreement was brought forth at the November board meeting and was rejected by the
5 Board. Since that time, Mr. Weyer said that he, Mr. Cole, the pool contractor, the builder
6 (Toll Brothers) and the owner met and walked the site.
7

8 Mr. Cole pointed out that the only item in the easement are paver blocks. There is a
9 drainage pipe that goes right along the edge of the property line under the pavers and is 6
10 to 12 inches outside of the fence. He noted that the County approved the pool plan before
11 letting the CDD know it is in their easement.
12

13 Mr. Urbancic suggested a tweak to the language to say: "Owners aware that there is a 12"
14 HDPE drainage pipe in or immediately adjacent to the drainage easement that will require
15 maintenance repair from time to time which may impact the improvements."
16

17 Mr. Mulhere asked if that also says that any impact on the owner's improvements will be
18 borne by the owner. Mr. Urbancic affirmed that is in the agreement.
19

20 Mr. Mulhere said that there should be some sort of punitive charge if these are approved
21 and this should start with this application.
22

23 On MOTION by Mr. Mulhere subject to requiring a \$3,000 fee to recoup the time spent reviewing
24 this application and seconded by Mr. Martin, with all in favor, the Board of Supervisors of the
25 Hacienda Lakes Community Development District approved the Azure Lot 196 Easement
26 Encroachment Agreement.
27

28 Mr. Urbancic suggested that we revised the procedure agreement to include the language
29 that if an easement encroachment agreement is refiled after denial, the cost is double the
30 \$600 initial application fee plus administrative time and costs.
31

32 **H. ADP Cancellation**
33

34 Mr. Weyer said that the contract with ADP payroll services has been cancelled. The Board
35 determined that the issuance of Form 1099s at year end would save the District money.
36

37 **FIFTH ORDER OF BUSINESS**

Business Matters

38
39 Nothing to consider at this time.
40
41

1 **SIXTH ORDER OF BUSINESS**

Budgetary Matters

2
3 **A. Acceptance of the January 2023 Financial Statements**

4
5 Mr. Weyer presented the District's January 2023 Financial Statements. He shared the cash
6 flow, budget to actual for the general fund and the two bond issues, balance sheet and the
7 general fund analysis. The cash flow shows a significant surplus because a large amount
8 of that cash flow is the debt service assessments that were transferred in February to the
9 Trustee accounts. The budget to actual indicates that the District is in positive shape both
10 from the general fund and two bond issue accounts. The budget to actual is misleading as
11 it compares the cash flow through January while the budget shows the entire fiscal year.
12

13 The general fund analysis shows a general fund balance of \$511,041. Line items that
14 comprise that total are the remaining FY 2023 budget (assessments are in for the year but
15 we have 9 months of expenses (approximately \$16,000/month) remaining including two
16 months of next year until the new assessments arrive), pump replacement reserve, lake
17 bank restoration reserve, Taylor Morrison lake bank repair fund and debt service funds to
18 be transferred to the Trustee. In total, the District has \$116,584.64 in left over cash as
19 identified as general reserves.
20

21 There was no further discussion.
22

23 On MOTION by Mr. Mulhere and seconded by Mr. Martin, with all in favor, the Board of
24 Supervisors of the Hacienda Lakes Community Development District accepted the District's
25 January 2023 Financial Statements as presented.
26

27
28 **SEVENTH ORDER OF BUSINESS**

Financing Matters

29
30 There were none to be considered at this time.
31

32 **EIGHTH ORDER OF BUSINESS**

Staff Reports

33
34
35 **Manager's Report –**

- 36
37 1. Mr. Weyer provided an audit update. Turned in the financials and working through the
38 first open items list.
39
40 2. Mr. Weyer made two presentations on the CDD to the Azure HOA. He will be setting up
41 the same type of meeting for Esplanade.
42
43 3. Mr. Weyer is setting up the HOA/CDD lake bank meeting and a CDD presentation meeting
44 with the Esplanade HOA. He is working with Tom Aragno, the Esplanade HOA President.
45
46

1 **Attorney's Report –**

2
3 Mr. Urbancic had nothing further to report.
4

5 **Engineer's Report –**

6
7 Mr. Cole reported that he put down two dates to look at Sable Palm culverts and look at
8 Azure lakes.
9

10 **NINTH ORDER OF BUSINESS**

Supervisors' Requests

11
12 None at this time.
13

14 **TENTH ORDER OF BUSINESS**

Public Comments

15
16 Mr. Torres reported that he thinks there should be a three-party agreement between
17 Hacienda Lakes of Naples, Hacienda Lakes CDD and the Hacienda North CDD that
18 stipulates who is responsible for what so that there is no question in the future.
19

20 Mr. Torres also said there should be agreements along Rattlesnake Hammock Road
21 developments and the CDD for the landscaping that is not in the road right of way but
22 outside the walls of the developments. Mr. Weyer said he will prepare a map and
23 highlight the areas that need agreements.
24

25
26 **ELEVENTH ORDER OF BUSINESS**

Adjournment

27
28
29 On MOTION by Mr. Bothe and seconded by Mr. Martin, with all in favor, the meeting of the
30 Board of Supervisors of the Hacienda Lakes Community Development District was adjourned.
31

32
33
34
35
36 _____
37 Secretary/Assistant Secretary

38
39
40
41
42 _____
Chairperson/Vice-Chairperson

43
44
45
46
47 _____
Print Name

48
49
50
51
52 _____
Print Name

EXHIBIT 5

PROJECT: 90000
PARCEL: 202FEE
FOLIO No: 00417760108

SUBORDINATION, CONSENT AND JOINDER

THIS SUBORDINATION, CONSENT AND JOINDER given this 28th day of April, 2023 by **HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT**, whose mailing address is c/o Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, Florida 34102 (hereinafter referred to as "Hacienda Lakes"), in favor of **COLLIER COUNTY**, a political subdivision of the State of Florida, its successors and assigns, whose mailing address is 3299 Tamiami Trail East, c/o the Office of the County Attorney, Suite 800, Naples, Florida 34112 (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Hacienda Lakes is the holder of that certain Deed of Utility Easement by and between Hacienda Lakes and Wilton Land Company, LLC, recorded on October 5, 2015, in Official Records Book 5201, Page 2074 et seq. of the Public Records of Collier County, Florida (hereinafter referred to as "Easement"), encumbering the premises legally described therein (hereinafter referred to as the "Encumbered Property");

WHEREAS, County has requested that Hacienda Lakes consent to join in and subordinate its interest in the Encumbered Property to the interest in which the County has in the premises legally described in Exhibit "A", attached hereto, and incorporated herein by virtue of this reference (which premises are hereinafter referred to as the "Easement Property"), to which request Hacienda Lakes has agreed.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hacienda Lakes does hereby consent to, join in, and subordinate its interest in the Easement to the conveyance of that certain Warranty Deed to the County over, under, upon and across the Easement Property and any interest of County in any improvements located therein or affixed thereto. Except as subordinated to the fee simple interest described herein over, under, upon and across the Easement Property, or any improvements located therein or affixed thereto, said Utility Easement shall remain in full force and effect. This Subordination is effective whether County acquires the property through donation, negotiated sale, or by eminent domain.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Hacienda Lakes has caused these presents to be executed this _____ day of _____, 2023,

HACIENDA LAKES COMMUNITY
DEVELOPMENT DISTRICT

Jeremie Chastain
Witness (Signature)
Name: Jeremie Chastain
(Print or type)

Deborah K. D'Angola
Witness (Signature)
Name: Deborah K. D'Angola
(Print or type)

By: [Signature]
(Signature)
Robert J. Mulhern
(Print Name)
CDD Chairman
(Title)

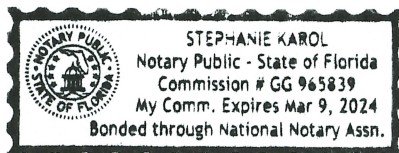
The person whose signature appears above has qualified authority to sign and has reviewed this document and supporting documentation prior to signing.

STATE OF Florida
COUNTY OF Dillon

The foregoing Subordination, Consent and Joinder was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20th day of April, 2023 by Robert J. Mulhern, as CDD Chairman, on behalf of Hacienda Lakes Community Development District, who:

☒ is personally known to me OR _____ who has produced _____ as proof of identity.

(affix notarial seal)



Stephanie Karol
(Signature of Notary Public)
Stephanie Karol
(Print Name of Notary Public)

NOTARY PUBLIC
Serial/Commission # (if any) GG 965839
My Commission Expires: 3-9-2024

Approved as to form and legality:

DEREK D. PERRY, ESQ.
Assistant County Attorney

DDP
4/4/23

Exhibit "A"

A PARCEL LYING IN
SECTION 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA.

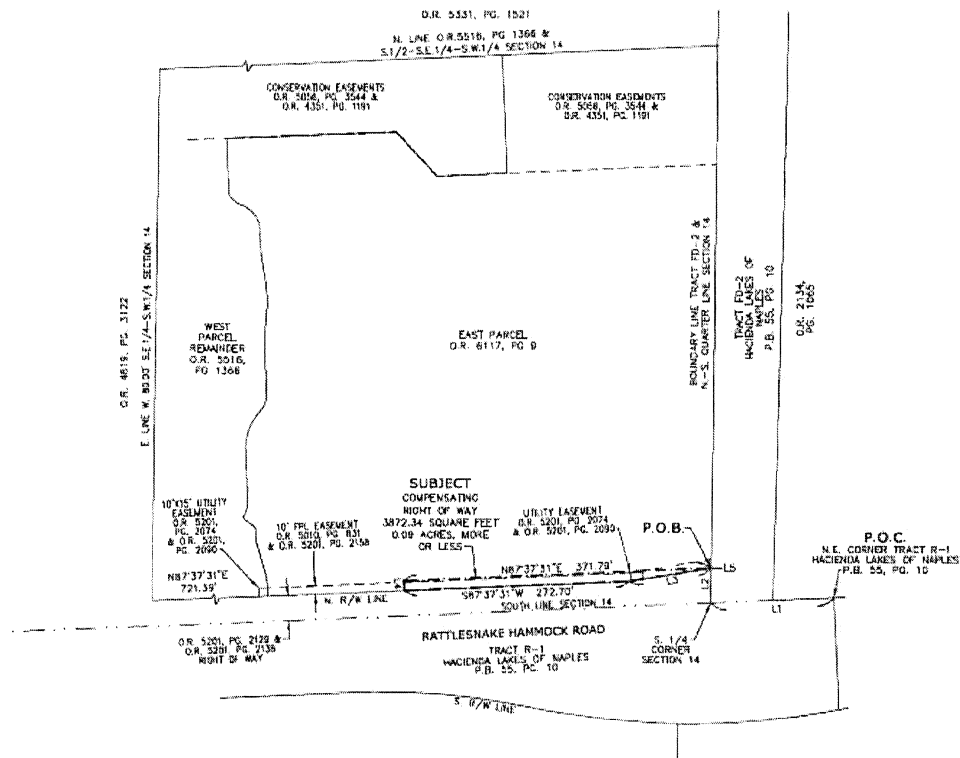
(COMPENSATING RIGHT OF WAY)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF COLLIER, LYING IN SECTION 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, BEING A PART OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 6117, PAGE 9, COLLIER COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT R-1, HACIENDA LAKES OF NAPLES, PLAT BOOK 55, PAGE 10, SAID PUBLIC RECORDS; THENCE 5.87°37'31"W. ALONG THE NORTH LINE OF SAID TRACT R-1 AND THE SOUTH LINE OF SAID SECTION 14, FOR 147.95 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 14 ON THE BOUNDARY OF TRACT FD-2, SAID HACIENDA LAKES OF NAPLES; THENCE N.00°48'00"E. ALONG THE BOUNDARY OF SAID TRACT FD-2 AND THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 14, FOR 41.95 FEET TO THE NORTH RIGHT OF WAY LINE OF RATTLESNAKE HAMMOCK ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 5201, PAGE 2129 AND OFFICIAL RECORDS BOOK 5201, PAGE 2138, SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE S.80°46'57"W. ALONG SAID RIGHT OF WAY LINE FOR 99.80 FEET; THENCE 5.87°37'31"W. ALONG SAID RIGHT OF WAY LINE FOR 272.70 FEET; THENCE N.02°22'29"W. FOR 12.00 FEET; THENCE N.87°37'31"E. PARALLEL WITH AND 12.00 FEET NORTH OF (AS MEASURED ON A PERPENDICULAR) SAID NORTH RIGHT OF WAY LINE OF RATTLESNAKE HAMMOCK ROAD FOR 371.79 FEET TO SAID BOUNDARY OF TRACT FD-2 AND SAID NORTH-SOUTH QUARTER SECTION LINE; THENCE S.00°48'00"W. ALONG SAID BOUNDARY AND SAID QUARTER SECTION LINE FOR 0.11 FEET TO SAID NORTH RIGHT OF WAY LINE OF RATTLESNAKE HAMMOCK ROAD, AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3872.34 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON SOUTH LINE OF SECTION 14 AS BEARING N.87°37'31"E.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S87°37'31"W	147.95
L2	N00°48'00"E	41.95
L3	S80°46'57"W	99.80
L4	N02°22'29"W	12.00
L5	S00°48'00"W	0.11

LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
LS LICENSED SURVEYOR
LB LICENSED BUSINESS
O.R. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
P.C. PAGE

THIS IS NOT A BOUNDARY SURVEY

Kenneth E. Trask
Professional Land Surveyor
FLORIDA LICENSE NO. 15464A
DATE

K.E. Trask, P.A.
Land Surveyors
Florida License Number No. 158450
12345 Orange Road
Fort Myers, Florida 33606
(239) 550-1485

CAD

EXHIBIT 6

RESOLUTION NO. 2023-5

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING POLICIES AND PROCEDURES RELATING TO THE REVIEW OF REQUESTS FOR ENCROACHMENTS INTO DRAINAGE EASEMENTS DEDICATED OR GRANTED TO THE DISTRICT; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Hacienda Lakes Community Development District (the “District”) is organized for purposes which include ownership and operation of certain public infrastructure within or benefiting the residential developments comprising Hacienda Lakes; and

WHEREAS, throughout the year, the District receives various requests by certain property owners seeking to install improvements within a drainage easement dedicated or granted to the District (“Encroachment Agreement Request”); and

WHEREAS, it is not practical, expeditious or economical to arrange and hold meetings of the Board of Supervisors (the “Board”) each time an Encroachment Agreement Request is received from a property owner; and

WHEREAS, the Board desires to approve policies and procedures for the review and approval (if applicable) of an Encroachment Agreement Request. And, further, with respect to any Encroachment Agreement Request approved pursuant to the policies and procedures by the Chairman or the Vice Chairman (in the Chairman’s absence), such individual shall have the authority to execute necessary documentation in connection with the approval of such Encroachment Agreement Request.

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

Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein as if written into the body of this Resolution.

Section 2. Encroachment Policies and Procedures. The Encroachment Policies and Procedures attached hereto and made a part of this Resolution as Exhibit “A” are hereby approved for use by the District.

Section 3. Form of Encroachment Application Instructions. The form of the Encroachment Application Instructions attached hereto and made a part of this Resolution as Exhibit “B” is hereby approved for use by the District in substantially the form attached.

Section 4. Form of Encroachment Agreement. The form of the Encroachment Agreement attached hereto and made a part of this Resolution as Exhibit “C” is hereby approved for use by the District in substantially the form attached.

Section 5. Authorized Officer. The Chairman or the Vice Chairman (in the Chairman's absence) is hereby designated by the District and authorized by the District to carry out the policies and procedures set forth herein with regard to Encroachment Agreement Requests.

Section 6. Continuing Effect. The policies and procedures attached to this Resolution as Exhibit "A", the form of application instructions attached to this Resolution as Exhibit "B", and the form of the agreement attached to this Resolution as Exhibit "C" shall stay in full force and effect until such time as the Board may amend or rescind said policies, procedures, application instructions or agreement form(s), as applicable.

Section 7. Subsequent Presentation to the Board. A copy of any approved Encroachment Agreement Request and any corresponding documents required pursuant to this Resolution shall be made available to the Board for informational purposes only at its next regularly scheduled meeting following approval; provided, however, that any failure to present said approved Encroachment Agreement Request shall not affect the validity or implementation of this Resolution.

Section 8. Severability. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid.

Section 9. Conflicts. All Sections or parts of Sections of any Resolutions or actions of the Board in conflict are hereby repealed to the extent of such conflict.

Section 10. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of August, 2021.

Attest:

**HACIENDA LAKES COMMUNITY
DEVELOPMENT
DISTRICT**

G. Russell Weyer, Secretary

Robert J. Mulhere, Chairman

Exhibit “A”

Encroachment Policies and Procedures

A. Generally

1. For purposes of these Encroachment Policies and Procedures, an “Encroachment” shall mean any proposed encroachment of any improvement of a property owner, including but not limited to, fences, air conditioning equipment/concrete pads, pool equipment/concrete pads, generators, pavers, and sidewalks, into a drainage easement dedicated or granted to the District.

2. Attached as Exhibit “B” are the Encroachment Application Instructions for a property owner that desires to submit an application to the District (“Encroachment Application”) for the District to approve an Encroachment. The District Manager may develop and establish an application consistent with the Encroachment Application Instructions to facilitate the intake of requests for Encroachments.

3. The Encroachment Application shall be sent by the District Manager to the Chairman (or the Vice Chairman in the Chairman’s absence) and the District Engineer. The Chairman (or the Vice Chairman in the Chairman’s absence), in consultation with the District Engineer and District Manager, shall review the Encroachment Application materials and determine whether to approve, approve with conditions or deny the Encroachment Application.

4. The District reserves the right to deny any Encroachment Application or impose any conditions on an Encroachment Application based on considerations that the District deems necessary or appropriate including, without limitation, impacts on the District’s stormwater management system; impacts on or interference with any buried pipes; access to lakes, drainage and stormwater management facilities; potential damage to drainage and stormwater management improvements; and safety.

5. To the extent the Encroachment Application is to be approved, the property owner will be required to enter into an Encroachment Agreement with the District, which agreement will specify the terms of Encroachment being permitted. The form Encroachment Agreement attached as Exhibit “C” to these Encroachment Policies and Procedures is hereby approved for use as a form by the District as appropriate. If after applicable review, an Encroachment Application is set to be approved, the Encroachment Agreement will be finalized by District Counsel. Further, because it is recognized that circumstances may arise where property conditions necessitate certain modifications to the form Encroachment Agreement or where a property owner may request certain modifications to the form Encroachment Agreement, the Chairman (or the Vice Chairman in the Chairman’s absence) shall be permitted, after consultation and approval by District Counsel and District Manager, to make modifications to the form Encroachment Agreement, provided such modifications do not materially and unreasonably alter the intent, purpose and protection provided to the District by the form Encroachment Agreement. The Chairman (or Vice Chairman in the Chairman’s absence) is hereby designated by the District and authorized by the District to execute, when appropriate, the Encroachment Agreement in connection with any approved Encroachment.

Exhibit “B”
Form of Encroachment Application Instructions

DRAFT

HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT

ENCROACHMENT AGREEMENT

APPLICATION INSTRUCTIONS

Attached to these instructions is a template of the Encroachment Agreement typically used by Hacienda Lakes Community Development District (“**District**”) when a landowner desires to encroach into a Drainage Easement (“**Drainage Easement**”) dedicated or granted to the District. Please familiarize yourself with the terms and conditions of the form agreement prior to submitting the application. All potential encroachments into the Drainage Easement, including but not limited to, fences, air conditioning equipment/concrete pads, pool equipment/concrete pads, generators, pavers, and sidewalks (each, an “**Improvement**”), are reviewed on a case-by-case basis and may be approved, approved with conditions or denied by the District in its discretion.

INSTRUCTIONS:

1. The property owner seeking an Encroachment Agreement must provide to the District the following information:
 - a) Landowner’s name (exactly as shown on title to the property), physical address, folio number, and contact information.
 - b) A description of the Improvement that will encroach into the Drainage Easement, including copies of professional plans and specifications and permits and approvals applied for or received. The plans should include details regarding the construction of the Improvements.
 - c) A letter of acknowledgement and approval of the Improvement, as described in the plans and specifications, from any applicable homeowners’ association.
 - d) Proof of ownership of landowner's property (i.e. copy of deed to landowner’s property).
 - e) A copy of the applicable subdivision plat.
 - f) A copy of a land survey depicting the proposed encroachment area into the Drainage Easement. The survey shall include surveyed as-builts of existing facilities within the encroachment area.
 - g) Any other information reasonably requested by the District and pertaining to the proposed Improvement.
2. The landowner is responsible for paying all costs incurred by the District with respect to the landowner’s request to encroach into a Drainage Easement, including all legal and professional fees and any other fees and costs incurred by the District. Owner shall include a nonrefundable Application Fee in the amount of \$600.00 with the application materials. The application fee must be paid by check to “Hacienda Lakes Community Development District”. In the event that the actual costs for legal and professional fees and any other fees and costs incurred by the District in connection with the Encroachment Agreement exceed \$600.00, then landowner will be required to pay such costs prior to the District’s approval and execution of the Encroachment Agreement. To the extent the District approves allowing the encroachment, the landowner and the District will sign

an Encroachment Agreement and the landowner will be responsible for the recording fee associated with recording the document in the Public Records of Collier County, Florida. The recording fee is estimated to be \$61.00.

3. The application information and documentation listed above and the application fee must be delivered to the District, c/o the District Manager, 707 Orchid Drive, Suite 100, Naples, FL 34102.
4. Following receipt of the above, the District will review the application and make a determination whether to approve, approve with conditions or deny the application.
5. Any changes to the Encroachment Agreement or any provision thereof, must be approved by District Counsel prior to execution and recording by the District.
6. Landowner is solely responsible for obtaining permits and approvals of government agencies, homeowners' associations, or any other person or entity having jurisdiction over the property or the improvements, including all costs thereof. Nothing in the Encroachment Agreement shall constitute any acknowledgement, approval or waiver by the District of any requirement, permit, or approval of any applicable government agency, homeowners' association, or any other person or entity having jurisdiction over the property or the improvements.

DRAFT

Exhibit “C”
Encroachment Agreement

DRAFT

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

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (this "**Agreement**") is made this _____ day of _____, 2021, by and between **HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT** ("**District**") and _____ ("**Owner**").

RECITALS

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

Lot _____, _____, according to the plat thereof as recorded in Plat Book _____, Pages _____ through _____, inclusive, of the Public Records of Collier County, Florida.

B. Pursuant to the terms of the plat of _____, a subdivision according to the plat thereof, as recorded in Plat Book _____, Pages _____ through _____, inclusive, of the Public Records of Collier County, Florida (the "**Plat**"), the _____ side of the Owner's Property is subject to and encumbered by a {7.5' drainage easement} (the "**Drainage Easement**"). District is the owner and holder of rights in the Drainage Easement.

C. 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**").

D. The parties to this Agreement have reached certain understandings with regard to the Encroachment and now desire to set forth their understandings in writing for recordation.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated by reference into this Agreement.

2. **Consent to the Encroachment and Covenant not to Construct**. Subject to the terms of this Agreement, District hereby expressly consents to the Encroachment and Owner, for itself and on behalf of all of its heirs, successors and/or assigns agrees and covenants that, in consideration for such consent by District, no portion of the 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.)

DRAFT

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 _____, 2021, 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:

Print Name: _____

Print Name: _____

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 _____, 2021, by _____
_____, who () is/are personally known to me or () have/has produced
_____ as evidence of identification.

(SEAL)

NOTARY PUBLIC

Name: _____

(Type or Print)

My Commission Expires:

EXHIBIT “A”
Site Plan

DRAFT

EXHIBIT 7

Hacienda Lakes Community Development District

Cash Flow

October 2021 - April 2022

	Total
Income	
1361001 Interest Revenue	147.98
1363116 Off Roll Assessments	1,838.76
1363118 Excess Commission Refund	10,140.52
1363216 On Roll O&M Assessments	318,018.03
1363218 O&M Assessment Discount	-11,264.56
1363220 O&M On Roll Commission	-6,164.67
Total Income	\$ 312,716.06
Gross Profit	\$ 312,716.06
Expenses	
1100000 Administrative	
1511001 P/R - Board of Supervisors	688.80
1511119 Payroll Service Fee	708.81
1512100 Management Consulting Services	24,500.00
1513014 Website Hosting & Management	1,049.98
1513020 Office Expense	23.08
1513048 District Filing Fee	175.00
1513055 Legal Advertising	255.50
1513060 Assessment Administration Servi	2,703.34
1513075 Accounting Services	3,500.00
1513080 Engineering Services	9,172.75
1513100 Insurance- General Liability	6,127.00
1514010 Legal Services	3,255.00
1549001 Miscellaneous Services	2,079.31
Total 1100000 Administrative	\$ 54,238.57
1160000 Field Operations	
1531010 Electricity - General	8,617.21
1572010 LANDSCAPING & MAINTENANCE	44,655.75
1572013 Irrigation Pump Maintenance	280.00
1572014 Irrigation Repairs	5,248.09
1572015 Mulch Installation	6,000.00
1572016 Plant Replacement	9,158.34
1572018 Tree Trimming	7,750.00
1572030 Lake Maintenance	17,456.53
1572040 Signage	1,990.00
1572042 Holiday Decorations	5,500.00
1572060 Water Use Monitoring	1,925.00
Total 1160000 Field Operations	\$ 108,580.92
Total Expenses	\$ 162,819.49
Net Cash Flow	\$ 149,896.57

Hacienda Lakes Community Development District

October 2022 - April 2023

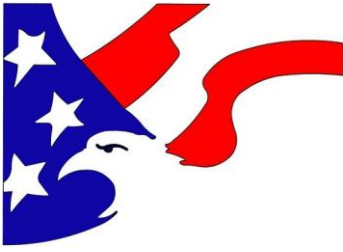
	Actual	Budget	Over/Under Budget
Revenue			
1361001 Interest Revenue	147.98		147.98
1363116 Off Roll Assessments	1,838.76	46,906.44	-45,067.68
1363118 Excess Commission Refund	10,140.52		10,140.52
1363216 On Roll O&M Assessments	318,018.03	173,518.31	144,499.72
1363218 O&M Assessment Discount	-11,264.56		-11,264.56
1363220 O&M On Roll Commission	-6,164.67		-6,164.67
Total Revenue	\$ 312,716.06	\$ 220,424.75	\$ 92,291.31
Expenses			
1100000 Administrative			0.00
1511001 P/R - Board of Supervisors	688.80	3,500.00	-2,811.20
1511115 Payroll Taxes-FICA		624.75	-624.75
1511119 Payroll Service Fee	708.81	392.56	316.25
1512100 Management Consulting Services	24,500.00	24,500.00	0.00
1513000 Miscellaneous Expense		437.50	-437.50
1513014 Website Hosting & Management	1,049.98	1,458.31	-408.33
1513015 Storage		525.00	-525.00
1513020 Office Expense	23.08		23.08
1513040 Regulatory and Permit Fees		102.06	-102.06
1513048 District Filing Fee	175.00		175.00
1513055 Legal Advertising	255.50	1,750.00	-1,494.50
1513060 Assessment Administration Servi	2,703.34	9,333.31	-6,629.97
1513063 Assessment Roll Preparation		2,916.69	-2,916.69
1513070 Auditing Services		3,791.69	-3,791.69
1513075 Accounting Services	3,500.00	3,500.00	0.00
1513080 Engineering Services	9,172.75	5,833.31	3,339.44
1513100 Insurance- General Liability	6,127.00	3,645.81	2,481.19
1514010 Legal Services	3,255.00	5,833.31	-2,578.31
1549001 Miscellaneous Services	2,079.31		2,079.31
Total 1100000 Administrative	\$ 54,238.57	\$ 68,144.30	-\$ 13,905.73
1160000 Field Operations			0.00
1531010 Electricity - General	8,617.21	8,750.00	-132.79
1572010 LANDSCAPING & MAINTENANCE	44,655.75	51,520.00	-6,864.25
1572012 Irrigation Pump Replacement		14,583.31	-14,583.31
1572013 Irrigation Pump Maintenance	280.00	1,750.00	-1,470.00
1572014 Irrigation Repairs	5,248.09	10,500.00	-5,251.91
1572015 Mulch Installation	6,000.00	5,833.31	166.69
1572016 Plant Replacement	9,158.34	14,583.31	-5,424.97
1572017 Sod Replacement		5,833.31	-5,833.31
1572018 Tree Trimming	7,750.00	4,666.69	3,083.31
1572020 Wetland Monitoring		875.00	-875.00
1572030 Lake Maintenance	17,456.53	18,510.31	-1,053.78
1572035 Lake Testing		2,100.00	-2,100.00
1572040 Signage	1,990.00		1,990.00
1572042 Holiday Decorations	5,500.00	3,500.00	2,000.00
1572044 Pressure Cleaning		875.00	-875.00
1572050 Street Sweeping		350.00	-350.00
1572060 Water Use Monitoring	1,925.00	1,925.00	0.00
1572065 SFWMD ERP Annual Report		875.00	-875.00
1572070 Fountain Maintenance		875.00	-875.00
1572080 Sable Palm Culvert Cleaning		4,375.00	-4,375.00
Total 1160000 Field Operations	\$ 108,580.92	\$ 152,280.24	-\$ 43,699.32
Total Expenses	\$ 162,819.49	\$ 220,424.54	-\$ 57,605.05
Net Cash Flow	\$ 149,896.57	\$ 0.21	\$ 149,896.36
Net Income	\$ 149,896.57	\$ 0.21	\$ 149,896.36

HLCDD General Fund Analysis

April 30, 2023

Fund Type	Amount
Bank Balance 1/31/23:	\$405,902.00
Remaining FY 2023 Budget:	97,711.81
Pump Replacement Reserve:	100,000.00
Lake Bank Restoration:	25,000.00
Taylor Morrision Lake Repair Fund:	60,000.00
<u>Debt Service Funds to be Transferred:</u>	<u>18,000.00</u>
General Reserves:	<u><u>\$105,190.19</u></u>

EXHIBIT 8



**Jennifer J. Edwards
Supervisor of Elections
Collier County, Florida**

April 17 2023

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

Dear Mr. Weyer,

In compliance with 190.06 of the Florida Statutes, this letter is to inform you that the official records of the Collier County Supervisor of Election indicate 1355 active registered voters residing in the Hacienda Lakes CDD as of April 15, 2022.

Should you have any question regarding election services for this district please feel free to contract our office.

Sincerely,

David B Carpenter
Qualifying Officer
Collier County Supervisor of Elections
3750 Enterprise Ave
(239) 252-8501
Dave.Carpenter@colliervotes.gov

