

Hacienda Lakes Community Development District

707 Orchid Drive, Naples, FL 34102

P. 239-269-1341

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

Monday, November 20, 2017, 9:00 a.m.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

- I.** Roll Call
- II.** Public Comments on Agenda Items
- III.** Organizational Matters:
 - A.** Consideration of Resolution 2017-4 relating to the designation of Officers for the District and providing for an effective date. Exhibit 1
 - B.** Consideration of Resolution 2017-5 Adopting the FY 2017-2018 Meeting Schedule. Exhibit 2
- IV.** Administrative Matters:
 - A.** Approval of Minutes of the August 21, 2017 Meeting Exhibit 3
 - B.** Acceptance of September 2017 Financial Statements Exhibit 4
- V.** Business Matters
 - A.** Consideration of Resolution 2017-6 requesting the Board of County Commissioners of Collier County modify the District's boundaries and the jurisdiction of the District through contraction pursuant to Section 190.046(1), Florida Statutes; providing for severability; providing for conflicts; and providing for an effective date. Exhibit 5
 - B.** Consideration of Developer Funding Agreement for the Contraction of the District Exhibit 6
 - C.** Consideration of FY 2016-2017 audit proposal from Grau & Associates Exhibit 7
 - D.** Consideration of fee change proposal from Hole Montes & Associates Exhibit 8

Hacienda Lakes Community Development District

707 Orchid Drive, Naples, FL 34102

P. 239-269-1341

VI. Staff Reports

A. Manager

- Landscaping update.
 - General
 - Entry and Monument Turnover
- Hurricane Irma damage update.
 - Trees
 - Bridge
- Meeting Schedule Advertising

Exhibit 9

B. Attorney

C. Engineer

VII. Public Comments

VIII. Supervisors' Requests

IX. Adjournment

EXHIBIT 1.

RESOLUTION 2017-4

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT DESIGNATING THE OFFICERS OF THE
DISTRICT AND PROVIDING FOR EFFECTIVE DATE.**

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

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

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

Robert Mulhere	Chairman
Maritza Aguiar	Vice Chairman
Russ Weyer	Secretary
Russ Weyer	Treasurer
Clifford Olson	Assistant Secretary
Dwight Nadeau	Assistant Secretary
Tom Bothe	Assistant Secretary

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

PASSED AND ADOPTED this 20th day of November, 2017.

**HACIENDA LAKES COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary / Assistant Secretary

Chairman / Vice Chairman

EXHIBIT 2.

RESOLUTION 2017-5

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT ADOPTING THE ANNUAL MEETING
SCHEDULE FOR FISCAL YEAR 2017-2018; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Hacienda Lakes Community Development District (the “District”) is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, being situated entirely within Collier County, Florida; and

WHEREAS, the District is required by Section 189.015, Florida Statutes to file quarterly, semiannually or annually a schedule (including date, time and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semiannually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the County in which the District is located.

WHEREAS, the Board desires to adopt a Fiscal Year 2017-2018 annual meeting schedule attached as **Exhibit A**.

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

1. The Fiscal Year 2016-2017 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 17th day of October, 2016.

**HACIENDA LAKES COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary / Assistant Secretary

Chairman / Vice Chairman

EXHIBIT "A"

**BOARD OF SUPERVISORS MEETING DATES
HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017-2017**

The Board of Supervisors of the Hacienda Lakes Community Development District will hold their regular meetings for Fiscal Year 2016-2017 at the offices of Coleman, Yovanovich & Koester, PA, 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 at 9:00 a.m. unless otherwise indicated as follows:

November 20, 2017
December 18, 2017
January 22, 2018*
February 26, 2018*
March 19, 2018
April 16, 2018
May 21, 2018
June 18, 2018
July 16, 2018
August 20, 2018
September 17, 2018

*-Moved one week later due to national holidays.

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

EXHIBIT 3.

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

4
5
6 **MINUTES OF MEETING**

7
8 **Board of Supervisors Meeting**
9 **Monday, August 21, 2017, 9:17 a.m.**
10 **8490 Viale Circle**
11 **Naples, Florida 34114**

12
13
14 Present and constituting a quorum were:

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

21
22 Absent was:

23
24 Also present were:

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

32
33
34 **FIRST ORDER OF BUSINESS**

Call to Order and Roll Call

35
36 Mr. Weyer called the meeting to order and proceeded with the roll call. The members in
37 attendance are as outlined above.

38
39
40 **SECOND ORDER OF BUSINESS**

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

1 **THIRD ORDER OF BUSINESS**

Organizational Matters

2
3 **A. Public Hearing to Consider FY 2017-2018 Budget and Levying of Assessments**

4
5 Mr. Weyer opened the public hearing to consider the FY 2016-2017 operations and
6 maintenance budget and levying of assessments. The first order of the public hearing is
7 public comment.

8
9 Mr. Urbancic noted that the District adopted a preliminary budget several months ago then
10 sent out assessment notices and this is the opportunity to the extent that there is any
11 public comment on the budget and it will be up to the Board to adopt the budget and levy
12 the assessments.

13
14 Mr. Weyer pointed out that when the preliminary budget was approved back in June, that
15 set the cap for the budget. The Board can move funds around within the budget at this
16 time but can't exceed the cap.

17
18 There were no public comments.

19
20 Mr. Weyer then moved to the consideration of the following Resolutions.

21
22 **1. Consideration of Resolution 2017-2 A resolution of the Hacienda Lakes**
23 **Community Development District relating to the annual appropriations of the**
24 **District and adopting the budget for the fiscal year beginning October 1, 2017,**
25 **and ending September 30, 2018, and referencing the maintenance and benefit**
26 **special assessments to be levied by the District for said fiscal year.**

27
28 Mr. Bothe asked that Mr. Weyer give an explanation as to what the CDD is and does.
29 Mr. Weyer explained what a District does and the difference from an HOA.

30
31 On MOTION by Mr. Bothe and seconded by Mr. Nadeau, with all in favor, the Board of
32 Supervisors of the Hacienda Lakes Community Development District adopted Resolution 2017-2
33 relating to the annual appropriations and adopting the FY 2017-2018 Budget.

34
35 **2. Consideration of Resolution 2017-3 relating to Levying a Non-Ad Valorem**
36 **Operations and Maintenance Assessments and Debt Assessments for FY 2017-**
37 **2018.**

38
39 Mr. Weyer explained that this resolution sets the assessments for the operations and
40 maintenance budget and that assessment along with the debt assessment will go on
41 the tax roll for platted lots while other larger parcels not platted will be billed directly.

42
43 There was no further Board discussion.
44

1 On MOTION by Ms. Olson and seconded by Ms. Aguiar, with all in favor, the Board of
2 Supervisors of the Hacienda Lakes Community Development District adopted Resolution 2017-3
3 relating to levying non-ad valorem operations and maintenance assessments and debt
4 assessments for FY 2017-2018 Budget.

5
6 Mr. Weyer then closed the public hearing. He provided an affidavit of from the Naples
7 Daily News showing that the ads were run according to the specifications set out in the
8 Florida Statutes. Mr. Weyer then identified the letter sent to the Collier County Manager
9 laying out the proposed FY 2017-2018 District budget and finally he identified the
10 affidavit from the District Manager that indicates he had mailed 91 public hearing and
11 assessment notices to all property owners of record within the District as of June.
12

13
14 **FOURTH ORDER OF BUSINESS**

Administrative Matters

15
16
17 **A. Approval of Minutes of the June 19, 2017 Board of Supervisors' Meeting**

18
19 There were no changes noted from the Board.
20

21 On MOTION by Mr. Olson and seconded by Mr. Bothe, with all in favor, the Board of
22 Supervisors of the Hacienda Lakes Community Development District approved with changes
23 noted the Minutes of the June 19, 2017 Board of Supervisors Meeting.

24
25 **B. Approval of Minutes of the June 28, 2017 Board of Supervisors' Meeting**

26
27 There were no changes noted from the Board.
28

29 On MOTION by Mr. Nadeau and seconded by Ms. Aguiar, with all in favor, the Board of
30 Supervisors of the Hacienda Lakes Community Development District approved with changes
31 noted the Minutes of the June 28, 2017 Board of Supervisors Meeting.

32
33
34 **C. Consideration of the Financial Statements through July 31, 2017**

35
36 Mr. Weyer noted that the net cash flow is positive since all of the assessments are in the
37 bank and we still have expenses to incur through fiscal year end. He pointed out that we
38 should again be very close to our adopted budget at fiscal yearend.
39

40 There was no further discussion or comment on the budget to date.
41

1 On MOTION by Mr. Olson and seconded by Mr. Mulhere, with all in favor, the Board of
2 Supervisors of the Hacienda Lakes Community Development District accepted the District's
3 Financial Statements through July 31, 2017.

4
5 **FIFTH ORDER OF BUSINESS**

Business Matters

6
7 **A. Consideration of the FY 2015-2016 District Audit Report.**

8
9 Mr. Weyer presented the FY 2015-2016 District Audit Report as prepared by Grau &
10 Associates, Inc. He read through the highlighted items. In summation:

- 11
- 12 • Each of the District funds were reported fairly in accordance to generally accepted
13 accounting principles in the United States.
- 14
- 15 • Change in the total net position was a negative \$2-million. This is a reflection of
16 assets being transferred over to the County.
- 17
- 18 • The general fund account exceeded the assessments by approximately \$38-thousand
19 however the District has \$44,000 in excess revenue in the prior year which covered
20 the excess costs.
- 21
- 22 • The District had \$14-million invested in assets and \$20-million outstanding in bonds.
23 Some of that is due to asset transfer over to the County and the residual is due to
24 capitalized interest and debt service funds required for bond issuance.
- 25
- 26 • The Developer contributed \$1.2-million of assets to the District during the fiscal year.
27 \$548-thousand of that amount is available for reimbursement to the Developer from
28 future bond issues.
- 29
- 30 • The District was in compliance with the Series 2014 and Series 2016 Bond Indenture
31 Agreements.
- 32
- 33 • The District was found to have no deficiencies in government accounting
34 compliances.
- 35
- 36 • Two findings. The audit was late in filing due to some accounting software issues but
37 once the Board accepts this audit, then the District Manager will immediately file it
38 with the state. Second, the District needs to amend the budget since it was over but
39 the Auditor said it was not a big issue since we had the funds in the account to cover
40 the expenses. It needs to be amended within 60 days of the fiscal year end.

41
42 Mr. Mulhere asked if we will find ourselves in a better position going forward. Mr.
43 Weyer said that should be the case and that the District should start the past year's audit
44 in November once the District approves an Auditor.

1 On MOTION Mr. Olson and seconded by Mr. Mulhere, with all in favor, the Board of
2 Supervisors of the Hacienda Lakes Community Development District accepted the Hacienda
3 Lakes Community Development District FY 2015-2016 audit.

4
5
6 **SIXTH ORDER OF BUSINESS**

Staff Reports

7
8 **Manager's Report –**

- 9
10 1. Mr. Weyer has been meeting with the community sales staffs to educate them about the
11 District and to define the difference between a CDD and HOA.
12

13 **Attorney's Report –**

14 Mr. Urbancic had nothing further to report.
15
16

17 **Engineer's Report –**

18 Mr. Cole said he has been working on exhibits to show the District's responsibilities
19 regarding lake maintenance.
20
21

22 **SEVENTH ORDER OF BUSINESS**

Public Comments

23 Q: There is still a large amount of debris on Rattlesnake Hammock Road due to
24 construction traffic. Is the District still street sweeping or is the Developer handling
25 that maintenance item?
26
27

28 A: The District does it on an as needed basis and have it in the budget to perform that
29 service on a monthly basis.
30

31 Q: Did Toll Brothers reconstruct the entry monument areas and does the District have
32 anything to do with this work?
33

34 A: Toll Brothers and the Developer shared in the cost of that work. The District will
35 ultimately be responsible for the maintenance of that area once it is accepted by and
36 turned over to the District.
37

38 Q: I'm a new resident and I back up to one of the undeveloped parcels to the west of
39 Esplanade. I was wondering what are some of the uses that could go into that parcel
40 and why Rattlesnake Hammock Road is 4 lanes.
41
42
43

1 A: The zoning is varied for those two parcels. Tract I is zoned for residential or medical
2 use. It could be senior housing or apartments or residential. It could also have
3 medical uses since it is within a quarter mile of the boundary of a hospital. The
4 parcel to the west of Tract I is zoned Commercial Activity Center which allows for
5 the most leeway in terms of commercial uses. The setbacks are in the Hacienda
6 Lakes PUD document. Rattlesnake Hammock Road will end at Azure.
7

8 Q: Audit Report noted that the emergency fund was not funded last year.
9

10 A: The Statutes list emergency situations and District was not in that list of emergency
11 situations. Therefore, their comment is actually a positive but reads as a negative if
12 you read it quickly.
13

14 Mr. Torres said that the County has requested an early conveyance of the EMS site which
15 is not required until there are 500 homes in place. The County is putting the permitting
16 fees in their fiscal budget and construction for the EMS building in their next year's fiscal
17 budget. It is located on the north side of Lord's Way east of the apartment site. This will
18 be just an EMS site.
19

20 Mr. Torres also noted that the final turnover of the water/sewer and the north side the
21 water line went over a drainage pipe and the County is requiring that it go under the
22 drainage pipe. So, the Developer has to dig it out and show the County that the water line
23 has the clearance necessary to go over the drainage pipe.
24

25 Mr. Torres said that they are waiting on profiles of the pavement on Rattlesnake
26 Hammock then the District can turn over that portion of the road to the County. The CDD
27 will still be responsible for the maintenance of the landscaping and irrigation areas
28 through an interlocal agreement.
29

30 Q: What is a lift station.
31

32 A: Wastewater flows by gravity to a lift station then it is pumped up and then gravity
33 flows to the next lift station on down the line to the treatment facility.
34

35 Q: Is Lord's Way a part of the District?
36

37 A: Just the south side past the commercial parcel fronting 951 to past Parcel N.
38
39
40

1 **EIGHTH ORDER OF BUSINESS**

Supervisors' Requests

2

3 There were no requests.

4

5

6 **EIGHTH ORDER OF BUSINESS**

Adjournment

7

8

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

11

12

13

14

15

16

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

17

18

19

20

21

Print Name

Print Name

22

EXHIBIT 4.

Hacienda Lakes CDD

Cash Flow

October 2016 through September 2017

	<u>Oct '16 - Sept '17</u>
Income	
1361001 · Interest Revenue	28.29
1363116 · Off Roll Assessments	209,406.26
1363216 · On Roll O&M Assessments	15,131.52
2363109 · DS2014 Assessments On Roll	0.00
2363115 · DS2014 Assessment Discount	9,034.36
2363116 · DS2014 Assessment Off Roll	0.00
3363116 · DS2015 Assessment Off Roll	0.00
Total Income	<u>233,600.43</u>
 Gross Profit	 233,600.43
 Expense	
1100000 · Administrative	
1511001 · P/R - Board of Supervisors	6,668.60
1511115 · Payroll Taxes-FICA	1,349.40
1511119 · Payroll Service Fee	621.23
1512100 · Management Consulting Services	30,508.71
1513014 · Website Hosting & Management	30.34
1513020 · Office Expense	160.50
1513030 · Bank Fees	220.16
1513048 · District Filing Fee	175.00
1513055 · Legal Advertising	1,520.08
1513060 · Assessment Administration Servi	-713.74
2513315 · DS2014 Trustee Fees	3,392.11
2513316 · DS2014 Disclosure Fees	5,000.00
3513316 · DS2015 Disclosure Fees	1,000.00
1513070 · Auditing Services	8,000.00
1513080 · Engineering Services	12,022.63
1514010 · Legal Services	19,504.10
Insurance	5,750.00
Assessment Roll Preparation	0.00
Total 1100000 · Administrative	<u>95,209.12</u>
 1160000 · Field Operations	
1531010 · Electricity - General	7,434.79
1572010 · LANDSCAPING & MAINTENANCE	83,636.00
1572014 · Irrigation Repairs	10,863.37
1572020 · Wetland Monitoring	1,600.00
1572030 · Lake Maintenance	20,689.00
Lake Testing	0.00
1572040 · Signage	935.00
1572050 · Street Sweeping	897.00
Sabal Palm Culvert Cleaning	0.00
Lord's Way Contingency	0.00
SFWMD ERP Permit	0.00
1572060 · Water Use Monitoring	800.00
1572070 · Fountain Maintenance	125.00
Total 1160000 · Field Operations	<u>126,980.16</u>
 Total Expense	 <u>222,189.28</u>
 Net Income	 <u>11,411.15</u>

Hacienda Lakes CDD

Budget to Actual

October 2016 through July 2017

Hacienda Lakes Community Development District Cash Flow

	Oct '16 - Sept '17	Budget
Income		
1361001 · Interest Revenue	28.29	0.00
1363116 · Off Roll Assessments	209,406.26	210,593.00
1363216 · On Roll O&M Assessments	15,131.52	15,060.00
2363109 · DS2014 Assessments On Roll	0.00	0.00
2363115 · DS2014 Assessment Discount	9,034.36	0.00
2363116 · DS2014 Assessment Off Roll	0.00	0.00
3363116 · DS2015 Assessment Off Roll	0.00	0.00
Total Income	233,600.43	225,653.00
Gross Profit	233,600.43	225,653.00
Expense		
1100000 · Administrative		
1511001 · P/R - Board of Supervisors	6,668.60	8,000.00
1511115 · Payroll Taxes-FICA	1,349.40	612.00
1511119 · Payroll Service Fee	621.23	312.00
1512100 · Management Consulting Services	30,508.71	30,000.00
1513014 · Website Hosting & Management	30.34	2,500.00
1513020 · Office Expense	160.50	750.00
1513030 · Bank Fees	220.16	0.00
1513048 · District Filing Fee	175.00	175.00
1513055 · Legal Advertising	1,520.08	1,500.00
1513060 · Assessment Administration Servi	-713.74	5,000.00
2513315 · DS2014 Trustee Fees	3,392.11	2,400.00
2513316 · DS2014 Disclosure Fees	5,000.00	5,000.00
3513316 · DS2015 Disclosure Fees	1,000.00	1,000.00
1513070 · Auditing Services	8,000.00	6,500.00
1513080 · Engineering Services	12,022.63	5,000.00
1514010 · Legal Services	19,504.10	7,500.00
Insurance	5,750.00	5,000.00
Assessment Roll Preparation	0.00	5,000.00
Total 1100000 · Administrative	95,209.12	86,249.00
1160000 · Field Operations		
1531010 · Electricity - General	7,434.79	5,000.00
1572010 · LANDSCAPING & MAINTENANCE	83,636.00	90,140.00
1572014 · Irrigation Repairs	10,863.37	2,500.00
1572020 · Wetland Monitoring	1,600.00	1,500.00
1572030 · Lake Maintenance	20,689.00	16,764.00
Lake Testing	0.00	3,600.00
1572040 · Signage	935.00	1,000.00
1572050 · Street Sweeping	897.00	0.00
Sabal Palm Culvert Cleaning	0.00	5,000.00
Lord's Way Contingency	0.00	5,000.00
SFWM ERP Permit	0.00	1,500.00
1572060 · Water Use Monitoring	800.00	2,400.00
1572070 · Fountain Maintenance	125.00	5,000.00
Total 1160000 · Field Operations	126,980.16	139,404.00
Total Expense	222,189.28	225,653.00
Net Income	11,411.15	0.00

Hacienda Lakes CDD
Balance Sheet
 As of September 30, 2017

Sep 30, 17

Hacienda Lakes Community Development District
 Balance Sheet

	Sep 30, 2017
ASSETS	
Current Assets	
Checking/Savings	
1101000 · Cash	241,754.07
2151000 · Revenue Trust Acct -Series 2014	138,638.20
2151004 · Reserve Trust Fund -Series 2014	412,171.88
2151007 · Assmnt Prepayment - Series 2014	21,869.98
3572000 · Note Payment-Series 2015	-0.36
4151000 · Revenue TrustAcct-Series 2016	1.63
4151001 · Interest Trust Fund-Series 2016	90,205.73
4151004 · Reserve Trust Fund-Series 2016	603,221.88
4151005 · Note Payment-Series 2016	328,048.75
4151006 · Cost of Issuance - Series 2016	4,263.44
8151030 · DS2014 Construction Trust Fund	61.01
8151040 · DS2015 Construction Trust Fund	-112.34
8151050 · DS2016 Construction Trust Fund	3,723,121.54
Total Checking/Savings	5,563,245.41
Accounts Receivable	
2121000 · Assessments Receivable 201	2,396.00
2125000 · Interest Receivable	-0.01
Total Accounts Receivable	2,395.99
Other Current Assets	
1155000 · Prepaid Items	5,253.00
1156100 · Utility Deposits	3,185.00
1166000 · Due from Other Funds	-227,797.00
151040 · Note Payment Trust Account	0.36
Total Other Current Assets	-219,358.64
Total Current Assets	5,346,282.76
Fixed Assets	
9164900 · Infrastructure	1,256,608.10
Total Fixed Assets	1,256,608.10
TOTAL ASSETS	6,602,890.86
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
1202000 · Accounts Payable	-196,476.75
Total Accounts Payable	-196,476.75
Other Current Liabilities	
1223000 · 1223000 - Unearned Revenue	52,405.00
2260000 · Due to Other Funds	-227,797.00
8205000 · Contracts Payable	484,431.00
Total Other Current Liabilities	309,039.00
Total Current Liabilities	112,562.25
Total Liabilities	112,562.25
Equity	
120000 · Retained Earnings	5,160,488.20
1271000 · Fund Balance- Unreserved	44,415.15
2271000 · DS Fund Balance Unreserved	811,084.91
8271000 · Fund Balance Unreserved	-11,902.52
Net Income	486,242.87
Total Equity	6,490,328.61
TOTAL LIABILITIES & EQUITY	6,602,890.86

11:23 AM

11/06/17

Hacienda Lakes CDD
Reconciliation Summary
1101000 · Cash, Period Ending 10/31/2017

	<u>Oct 31, 17</u>
Beginning Balance	241,754.07
Cleared Transactions	
Checks and Payments - 12 items	-454,179.32
Deposits and Credits - 7 items	360,493.70
Total Cleared Transactions	<u>-93,685.62</u>
Cleared Balance	<u><u>148,068.45</u></u>
Uncleared Transactions	
Checks and Payments - 4 items	<u>-12,535.36</u>
Total Uncleared Transactions	<u>-12,535.36</u>
Register Balance as of 10/31/2017	<u><u>135,533.09</u></u>
Ending Balance	135,533.09

Hacienda Lakes CDD
Reconciliation Detail
1101000 - Cash, Period Ending 10/31/2017

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						241,754.07
Cleared Transactions						
Checks and Payments - 12 items						
Bill Pmt -Check	10/02/2017	1404	REAL ESTATE EC...	X	-3,000.70	-3,000.70
Bill Pmt -Check	10/02/2017	1405	COLEMAN, YOVA...	X	-2,226.25	-5,226.95
Bill Pmt -Check	10/13/2017	1407	COLLIER COUNTY...	X	-4,804.56	-10,031.51
Bill Pmt -Check	10/13/2017	1410	U.S. Bank - 2016	X	-4,180.70	-14,212.21
Bill Pmt -Check	10/13/2017	1406	HOLE MONTES	X	-2,233.40	-16,445.61
Bill Pmt -Check	10/13/2017	1408	Lake Masters Aquat...	X	-2,182.00	-18,627.61
Bill Pmt -Check	10/13/2017	1409	FLORIDA POWER ...	X	-329.68	-18,957.29
Bill Pmt -Check	10/13/2017	1411	CARDNO ENTRIX	X	-200.00	-19,157.29
Bill Pmt -Check	10/13/2017	1412	FLORIDA DEPT O...	X	-175.00	-19,332.29
Bill Pmt -Check	10/16/2017	1413	Precast Keystone	X	-250.00	-19,582.29
Check	10/19/2017	1414	U. S. Bank - 2014	X	-227,047.03	-246,629.32
Check	10/19/2017	1416	U.S. Bank - 2016	X	-207,550.00	-454,179.32
Total Checks and Payments					-454,179.32	-454,179.32
Deposits and Credits - 7 items						
Deposit	10/02/2017			X	7,609.85	7,609.85
Deposit	10/02/2017			X	17,931.37	25,541.22
Deposit	10/10/2017			X	227,047.03	252,588.25
Check	10/19/2017	1415	U.S. Bank - 2016	X	0.00	252,588.25
Deposit	10/19/2017			X	35,471.76	288,060.01
Deposit	10/19/2017			X	70,387.32	358,447.33
Deposit	10/20/2017			X	2,046.37	360,493.70
Total Deposits and Credits					360,493.70	360,493.70
Total Cleared Transactions					-93,685.62	-93,685.62
Cleared Balance					-93,685.62	148,068.45
Uncleared Transactions						
Checks and Payments - 4 items						
Bill Pmt -Check	10/31/2017	1418	BRIGHTVIEW LAN...		-6,095.00	-6,095.00
Bill Pmt -Check	10/31/2017	1417	BRIGHTVIEW LAN...		-3,050.00	-9,145.00
Bill Pmt -Check	10/31/2017	1420	REAL ESTATE EC...		-3,000.00	-12,145.00
Bill Pmt -Check	10/31/2017	1419	HOLE MONTES		-390.36	-12,535.36
Total Checks and Payments					-12,535.36	-12,535.36
Total Uncleared Transactions					-12,535.36	-12,535.36
Register Balance as of 10/31/2017					-106,220.98	135,533.09
Ending Balance					-106,220.98	135,533.09



First Florida Integrity Bank

Date 10/31/17

Page 1

HACIENDA LAKES COMMUNITY DEVELOPMENT DIS
 707 ORCHID DR STE 100
 NAPLES FL 34102

CHECKING ACCOUNTS

PUBLIC COMMERCIAL CHECKING		Number of Enclosures	15
Accounts	XXXXXXXX0672	Statement Dates	10/02/17 thru 10/31/17
Beginning Balance	241,754.07	Days in the Statement Period	30
5 Deposits/Credits	360,493.70	Average Ledger	338,566.51
12 Checks/Debits	454,179.32	Average Collected	334,612.91
Service Charge	.00		
Interest Paid	.00		
Ending Balance	148,068.45		

DEPOSITS AND ELECTRONIC TRANSACTIONS

Date	Description	Debit	Credit
10/02	AP TAYLOR MORRISON CCD ET058787		17,931.37 ✓
10/02	Deposit		7,609.85 ✓
10/10	AP TAYLOR MORRISON CCD ET058965		227,047.03 ✓
10/19	Deposit		105,859.08 ✓
10/27	Deposit		2,046.37 ✓

CHECK IN SERIAL NUMBER ORDER

Date	Check #	Amount	Date	Check #	Amount
10/03	1404	3,000.70	10/17	1410	4,180.70
10/04	1405	2,226.25	10/19	1411	200.00
10/18	1406	2,233.40	10/23	1412	175.00
10/23	1407	4,804.56	10/18	1413	250.00
10/17	1408	2,182.00	10/23	1414	227,047.03
10/17	1409	329.68	10/23	1416*	207,550.00

* Denotes missing check numbers



First Florida Integrity Bank

Date 10/31/17

Page 2

HACIENDA LAKES COMMUNITY DEVELOPMENT DIS
707 ORCHID DR STE 100
NAPLES FL 34102

PUBLIC COMMERCIAL CHECKING

XXXXXXXX0672 (Continued)

DAILY BALANCE INFORMATION					
Date	Balance	Date	Balance	Date	Balance
10/02	267,295.29	10/10	489,115.37	10/19	585,598.67
10/03	264,294.59	10/17	482,422.99	10/23	146,022.08
10/04	262,068.34	10/18	479,939.59	10/27	148,068.45

END OF STATEMENT

HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT
 707 ORCHID DRIVE #100
 NAPLES, FL 34102

FIRST FLORIDA SECURITY BANK
 888 SOUTH GULFWAY BOULEVARD
 NAPLES, FL 34102

1407
 10/13/2017

PAY TO THE ORDER OF: COLLIER COUNTY PROPERTY APPRAISER
 \$ 4,804.66

Four Thousand Eight Hundred Four and 56/100

COLLIER COUNTY PROPERTY APPRAISER
 3950 RADIO ROAD
 NAPLES, FL 34104

MEMO: FY 2017-18 Fee

#001407# 00670163250 1060672#

On Us Check 1407 Date: 10/23 Amount: \$4,804.56

PAY TO THE ORDER OF
 First Florida Security Bank
 888 South Gulfway Blvd
 Naples, FL 34102
 COLLIER COUNTY PROPERTY APPRAISER
 10/23

On Us Check 1407 Date: 10/23 Amount: \$4,804.56

HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT
 707 ORCHID DRIVE #100
 NAPLES, FL 34102

FIRST FLORIDA SECURITY BANK
 888 SOUTH GULFWAY BOULEVARD
 NAPLES, FL 34102

1408
 10/13/2017

PAY TO THE ORDER OF: Lake Masters Aquatic Weed Control, Inc.
 \$ 2,182.00

Two Thousand One Hundred Eighty-Two and 00/100

Lake Masters Aquatic Weed Control, Inc.
 P.O. Box 2300
 Palm City, FL 34991

MEMO

#001408# 00670163250 1060672#

Incleasing Check 1408 Date: 10/17 Amount: \$2,182.00

Lake Masters Aquatic Weed Control LLC
 For Deposit Only
 a/c 16217512
 Flannick Bank
 06409837

Incleasing Check 1408 Date: 10/17 Amount: \$2,182.00

HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT
 707 ORCHID DRIVE #100
 NAPLES, FL 34102

FIRST FLORIDA SECURITY BANK
 888 SOUTH GULFWAY BOULEVARD
 NAPLES, FL 34102

1409
 10/13/2017

PAY TO THE ORDER OF: FLORIDA POWER & LIGHT
 \$ 329.68

Three Hundred Twenty-Nine and 68/100

FLORIDA POWER & LIGHT
 GENERAL MAIL FACILITY
 MIAMI, FL 33185-0901

MEMO

#001409# 00670163250 1060672#

Incleasing Check 1409 Date: 10/17 Amount: \$329.68

10/16/2017 Machine #10 104048 212 Tommy W. Payments

Incleasing Check 1409 Date: 10/17 Amount: \$329.68

HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT
 707 ORCHID DRIVE #100
 NAPLES, FL 34102

FIRST FLORIDA SECURITY BANK
 888 SOUTH GULFWAY BOULEVARD
 NAPLES, FL 34102

1410
 10/13/2017

PAY TO THE ORDER OF: U.S. Bank - 2016
 \$ 4,180.70

Four Thousand One Hundred Eighty and 70/100

U.S. Bank
 CM-9690
 P.O. Box 70870
 St. Paul, MN 55170-9690

MEMO: Inv: 4769591

#001410# 00670163250 1060672#

Incleasing Check 1410 Date: 10/17 Amount: \$4,180.70

FROM DEPOSIT ONLY
 FIRST FLORIDA SECURITY BANK
 888 SOUTH GULFWAY BOULEVARD
 NAPLES, FL 34102

Incleasing Check 1410 Date: 10/17 Amount: \$4,180.70

HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT
 707 ORCHID DRIVE #100
 NAPLES, FL 34102

FIRST FLORIDA SECURITY BANK
 888 SOUTH GULFWAY BOULEVARD
 NAPLES, FL 34102

1411
 10/13/2017

PAY TO THE ORDER OF: CARDNO ENTRIX
 \$ 200.00

Two Hundred and 00/100

CARDNO ENTRIX
 P O BOX 123422
 DALLAS, TX 75312-3422

MEMO: Invoice: 342296

#001411# 00670163250 1060672#

Incleasing Check 1411 Date: 10/19 Amount: \$200.00

0000 0893422 0000 0001
 10-18-2017 7 8NYMELCN
 CRED TO PAYEE
 ABS ENO GUAR

Incleasing Check 1411 Date: 10/19 Amount: \$200.00

HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT
 707 ORCHID DRIVE #100
 NAPLES, FL 34102

FIRST FLORIDA SECURITY BANK
 888 SOUTH GULFWAY BOULEVARD
 NAPLES, FL 34102

1412
 10/13/2017

PAY TO THE ORDER OF: FLORIDA DEPT OF ECONOMIC OPPORTUNIT.
 \$ 175.00

One Hundred Seventy-Five and 00/100

FLORIDA DEPT OF ECONOMIC OPPORTUNIT
 OFFICE OF FINANCIAL MGMT
 107 E MADISON ST. MSB-120
 TALLAHASSEE, FL 32399-4124

MEMO: Invoice: 71080

#001412# 00670163250 1060672#

Incleasing Check 1412 Date: 10/23 Amount: \$175.00

FROM DEPOSIT ONLY
 FIRST FLORIDA SECURITY BANK
 888 SOUTH GULFWAY BOULEVARD
 NAPLES, FL 34102

Incleasing Check 1412 Date: 10/23 Amount: \$175.00



ACCOUNT NUMBER: 208931000
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
INTEREST FUND

This statement is for the period from
October 1, 2017 to October 31, 2017



000001036 03 SP 000638735776350 P

HACIENDA LAKES
REAL ESTATE ECONOMETRICS INC
ATTN RUSS WEYER
707 ORCHID DR STE 100
NAPLES FL 34102-5014

QUESTIONS?

If you have any questions regarding
your account or this statement, please
contact your Account Manager or Analyst.

Account Manager:
JAMES J. AUDETTE
EX-FL-UORT
225 E. ROBINSON ST., SUITE 250
ORLANDO, FL 32801
Phone 407-835-3820
E-mail james.audette@usbank.com

Analyst:
RAHANA JUMAN
Phone 651-466-6194



ACCOUNT NUMBER: 208931000
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
INTEREST FUND

This statement is for the period from
October 1, 2017 to October 31, 2017

MARKET VALUE SUMMARY

Current Period
10/01/17 to 10/31/17

Beginning Market Value	\$0.00
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Ending Market Value	\$0.00
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MARKET VALUE SUMMARY MESSAGES

No activity qualifies for this statement period.





ACCOUNT NUMBER: 208931000
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
INTEREST FUND

This statement is for the period from
October 1, 2017 to October 31, 2017

ASSET DETAIL MESSAGES

No reportable securities for this statement period





ACCOUNT NUMBER: 208931003
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
REVENUE FUND

This statement is for the period from
October 1, 2017 to October 31, 2017



000001036 03 SP 000638735776350 P

HACIENDA LAKES
REAL ESTATE ECONOMETRICS INC
ATTN RUSS WEYER
707 ORCHID DR STE 100
NAPLES FL 34102-5014

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ORLANDO, FL 32801
Phone 407-835-3820
E-mail james.audette@usbank.com

Analyst:

RAHANA JUMAN
Phone 651-466-6194



ACCOUNT NUMBER: 208931003
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
REVENUE FUND

This statement is for the period from
October 1, 2017 to October 31, 2017

MARKET VALUE SUMMARY

	Current Period 10/01/17 to 10/31/17
Beginning Market Value	\$110,135.42
Contributions	227,114.78
Adjusted Market Value	\$337,250.20
Investment Results	
Interest, Dividends and Other Income	18.10
Total Investment Results	\$18.10
Ending Market Value	\$337,268.30





ACCOUNT NUMBER: 208931003
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
REVENUE FUND

This statement is for the period from
 October 1, 2017 to October 31, 2017

ASSET DETAIL AS OF 10/31/17

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
Cash Equivalents					
337,268.300	US Bank Mmkt 5 - Ct 9AMMF05B2	337,268.30 1.0000	337,268.30 1.00	100.0 .20 **	674.54
Total Cash Equivalents		\$337,268.30	\$337,268.30	100.0	\$674.54
Total Assets		\$337,268.30	\$337,268.30	100.0	\$674.54

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your Analyst.

** The Yield at Market set forth in this statement for any money market fund is based on the interest rate applicable to that money market fund as of the last business day of the statement period (or most recent daily rate available) and may not be relied upon as (i) a yield estimate for the statement period as a whole, or (ii) a guarantee of future performance.



ACCOUNT NUMBER: 208931003
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
REVENUE FUND

This statement is for the period from
October 1, 2017 to October 31, 2017

CASH SUMMARY

	Income Cash	Principal Cash	Total Cash
Beginning Cash Balance as of 10/01/2017	\$0.00	\$0.00	\$0.00
Taxable Interest	18.10		18.10
Cash Receipts		227,114.78	227,114.78
Transfers	- 18.10	18.10	
Net Money Market Activity		- 227,132.88	- 227,132.88
Ending Cash Balance as of 10/31/2017	\$0.00	\$0.00	\$0.00





ACCOUNT NUMBER: 208931003
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
REVENUE FUND

This statement is for the period from
October 1, 2017 to October 31, 2017

TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	Beginning Balance 10/01/2017	\$0.00	\$0.00	\$110,135.42
10/02/17	Interest Earned On US Bank Mmkt 5 - Ct Interest From 9/1/17 To 9/30/17 9AMMF05B2	18.10		
10/03/17	Cash Disbursement Transfer To Principal 1	- 18.10		
10/03/17	Cash Receipt Transfer From Income 1		18.10	
10/03/17	Cash Receipt Transfer From Another Trust Paid From Account # 208931007 Income Earnings		67.75	
10/03/17	Purchased 85.85 Units Of US Bank Mmkt 5 - Ct Trade Date 10/3/17 9AMMF05B2		- 85.85	85.85
10/24/17	Cash Receipt Receipt Of Funds Ck#1414; Rcvd Fds From Hacienda Lakes Cdd For Revenue Deposit Per Ck Dtd 10/19/17 Lmcruz		227,047.03	
10/24/17	Purchased 227,047.03 Units Of US Bank Mmkt 5 - Ct Trade Date 10/24/17 9AMMF05B2		- 227,047.03	227,047.03
	Ending Balance 10/31/2017	\$0.00	\$0.00	\$337,268.30





ACCOUNT NUMBER: 208931005
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
SINKING FUND

This statement is for the period from
October 1, 2017 to October 31, 2017



000001036 03 SP 000638735776350 P

HACIENDA LAKES
REAL ESTATE ECONOMETRICS INC
ATTN RUSS WEYER
707 ORCHID DR STE 100
NAPLES FL 34102-5014

QUESTIONS?

If you have any questions regarding
your account or this statement, please
contact your Account Manager or Analyst.

Account Manager:

JAMES J. AUDETTE
EX-FL-UORT
225 E. ROBINSON ST., SUITE 250
ORLANDO, FL 32801
Phone 407-835-3820
E-mail james.audette@usbank.com

Analyst:

RAHANA JUMAN
Phone 651-466-6194



ACCOUNT NUMBER: 208931005
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
SINKING FUND

This statement is for the period from
October 1, 2017 to October 31, 2017

MARKET VALUE SUMMARY

Current Period
10/01/17 to 10/31/17

Beginning Market Value	\$0.00
-------------------------------	---------------

Ending Market Value	\$0.00
----------------------------	---------------

MARKET VALUE SUMMARY MESSAGES

No activity qualifies for this statement period.





ACCOUNT NUMBER: 208931005
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
SINKING FUND

This statement is for the period from
October 1, 2017 to October 31, 2017

ASSET DETAIL MESSAGES

No reportable securities for this statement period





ACCOUNT NUMBER: 208931006
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
PREPAYMENT

This statement is for the period from
October 1, 2017 to October 31, 2017



000001036 03 SP 000638735776350 P

HACIENDA LAKES
REAL ESTATE ECONOMETRICS INC
ATTN RUSS WEYER
707 ORCHID DR STE 100
NAPLES FL 34102-5014

QUESTIONS?

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your account or this statement, please
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Account Manager:
JAMES J. AUDETTE
EX-FL-UORT
225 E. ROBINSON ST., SUITE 250
ORLANDO, FL 32801
Phone 407-835-3820
E-mail james.audette@usbank.com

Analyst:
RAHANA JUMAN
Phone 651-466-6194



ACCOUNT NUMBER: 208931006
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
PREPAYMENT

This statement is for the period from
October 1, 2017 to October 31, 2017

MARKET VALUE SUMMARY

	Current Period 10/01/17 to 10/31/17
Beginning Market Value	\$1,890.11
Investment Results	
Interest, Dividends and Other Income	0.31
Total Investment Results	\$0.31
Ending Market Value	\$1,890.42





ACCOUNT NUMBER: 208931006
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
PREPAYMENT

This statement is for the period from
October 1, 2017 to October 31, 2017

ASSET DETAIL AS OF 10/31/17

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
Cash Equivalents					
1,890.420	US Bank Mmkt 5 - Ct 9AMMF05B2	1,890.42 1.0000	1,890.42 1.00	100.0 .20 **	3.78
Total Cash Equivalents		\$1,890.42	\$1,890.42	100.0	\$3.78
Total Assets		\$1,890.42	\$1,890.42	100.0	\$3.78

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your Analyst.

** The Yield at Market set forth in this statement for any money market fund is based on the interest rate applicable to that money market fund as of the last business day of the statement period (or most recent daily rate available) and may not be relied upon as (i) a yield estimate for the statement period as a whole, or (ii) a guarantee of future performance.



ACCOUNT NUMBER: 208931006
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
PREPAYMENT

This statement is for the period from
October 1, 2017 to October 31, 2017

CASH SUMMARY

	Income Cash	Principal Cash	Total Cash
Beginning Cash Balance as of 10/01/2017	\$0.00	\$0.00	\$0.00
Taxable Interest	0.31		0.31
Transfers	- 0.31	0.31	
Net Money Market Activity		- 0.31	- 0.31
Ending Cash Balance as of 10/31/2017	\$0.00	\$0.00	\$0.00





ACCOUNT NUMBER: 208931006
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
PREPAYMENT

This statement is for the period from
October 1, 2017 to October 31, 2017

TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	Beginning Balance 10/01/2017	\$0.00	\$0.00	\$1,890.11
10/02/17	Interest Earned On US Bank Mmkt 5 - Ct Interest From 9/1/17 To 9/30/17 9AMMF05B2	0.31		
10/03/17	Cash Disbursement Transfer To Principal 1	- 0.31		
10/03/17	Cash Receipt Transfer From Income 1		0.31	
10/03/17	Purchased 0.31 Units Of US Bank Mmkt 5 - Ct Trade Date 10/3/17 9AMMF05B2		- 0.31	0.31
	Ending Balance 10/31/2017	\$0.00	\$0.00	\$1,890.42





ACCOUNT NUMBER: 208931007
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
DEBT SERVICE RESERVE

This statement is for the period from
October 1, 2017 to October 31, 2017



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HACIENDA LAKES
REAL ESTATE ECONOMETRICS INC
ATTN RUSS WEYER
707 ORCHID DR STE 100
NAPLES FL 34102-5014

QUESTIONS?

If you have any questions regarding
your account or this statement, please
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Account Manager:

JAMES J. AUDETTE
EX-FL-UORT
225 E. ROBINSON ST., SUITE 250
ORLANDO, FL 32801
Phone 407-835-3820
E-mail james.audette@usbank.com

Analyst:

RAHANA JUMAN
Phone 651-466-6194



ACCOUNT NUMBER: 208931007
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
DEBT SERVICE RESERVE

This statement is for the period from
October 1, 2017 to October 31, 2017

MARKET VALUE SUMMARY

	Current Period 10/01/17 to 10/31/17
Beginning Market Value	\$412,171.88
Distributions	- 67.75
Adjusted Market Value	\$412,104.13
Investment Results	
Interest, Dividends and Other Income	67.75
Total Investment Results	\$67.75
Ending Market Value	\$412,171.88





ACCOUNT NUMBER: 208931007
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
DEBT SERVICE RESERVE

This statement is for the period from
 October 1, 2017 to October 31, 2017

ASSET DETAIL AS OF 10/31/17

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
Cash Equivalents					
412,171.880	US Bank Mmkt 5 - Ct 9AMMF05B2	412,171.88 1.0000	412,171.88 1.00	100.0 .20 **	824.34
Total Cash Equivalents		\$412,171.88	\$412,171.88	100.0	\$824.34
Total Assets		\$412,171.88	\$412,171.88	100.0	\$824.34

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

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ACCOUNT NUMBER: 208931007
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
DEBT SERVICE RESERVE

This statement is for the period from
October 1, 2017 to October 31, 2017

CASH SUMMARY

	Income Cash	Principal Cash	Total Cash
Beginning Cash Balance as of 10/01/2017	\$0.00	\$0.00	\$0.00
Taxable Interest	67.75		67.75
Cash Disbursements	- 67.75		- 67.75
Ending Cash Balance as of 10/31/2017	\$0.00	\$0.00	\$0.00





ACCOUNT NUMBER: 208931007
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2014
DEBT SERVICE RESERVE

This statement is for the period from
October 1, 2017 to October 31, 2017

TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	Beginning Balance 10/01/2017	\$0.00	\$0.00	\$412,171.88
10/02/17	Interest Earned On US Bank Mmkt 5 - Ct Interest From 9/1/17 To 9/30/17 9AMMF05B2	67.75		
10/03/17	Cash Disbursement Paid To Account # 208931003 Transfer To Another Trust Income Earnings	- 67.75		
	Ending Balance 10/31/2017	\$0.00	\$0.00	\$412,171.88



Glossary

Accretion - The accumulation of the value of a discounted bond until maturity.

Adjusted Prior Market Realized Gain/Loss - The difference between the proceeds and the Prior Market Value of the transaction.

Adjusted Prior Market Unrealized Gain/Loss - The difference between the Market Value and the Adjusted Prior Market Value.

Adjusted Prior Market Value - A figure calculated using the beginning Market Value for the fiscal year, adjusted for all asset related transactions during the period, employing an average cost methodology.

Amortization - The decrease in value of a premium bond until maturity.

Asset - Anything owned that has commercial exchange value. Assets may consist of specific property or of claims against others, in contrast to obligations due to others (liabilities).

Bond Rating - A measurement of a bond's quality based upon the issuer's financial condition. Ratings are assigned by independent rating services, such as Moody's, or S&P, and reflect their opinion of the issuer's ability to meet the scheduled interest and principal repayments for the bond.

Cash - Cash activity that includes both income and principal cash categories.

Change in Unrealized Gain/Loss - Also reported as Gain/Loss in Period in the Asset Detail section. This figure shows the market appreciation (depreciation) for the current period.

Cost Basis (Book Value) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Book Value method maintains an average cost for each asset.

Cost Basis (Tax Basis) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Tax Basis uses client determined methods such as Last-In-First-Out (LIFO), First-In-First-Out (FIFO), Average, Minimum Gain, and Maximum Gain.

Ending Accrual - (Also reported as Accrued Income) Income earned but not yet received, or expenses incurred but not yet paid, as of the end of the reporting period.

Estimated Annual Income - The amount of income a particular asset is anticipated to earn over the next year. The shares multiplied by annual income rate.

Estimated Current Yield - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by taking the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.

Ex-Dividend Date - (Also reported as Ex-Date) For stock trades, the person who owns the security on the ex-dividend date will earn the dividend, regardless of who currently owns the stock.

Income Cash - A category of cash comprised of ordinary earnings derived from investments, usually dividends and interest.

Market Value - The price per unit multiplied by the number of units.

Maturity Date - The date on which an obligation or note matures.

Payable Date - The date on which a dividend, mutual fund distribution, or interest on a bond will be made.

Principal Cash - A category of cash comprised of cash, deposits, cash withdrawals and the cash flows generated from purchases or sales of investments.

Realized Gain/Loss Calculation - The Proceeds less the Cost Basis of a transaction.

Settlement Date - The date on which a trade settles and cash or securities are credited or debited to the account.

Trade Date - The date a trade is legally entered into.

Unrealized Gain/Loss - The difference between the Market Value and Cost Basis at the end of the current period.

Yield on/at Market - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.

The terms defined in this glossary are only for use when reviewing your account statement. Please contact your Relationship Manager with any questions.



U.S. Bank
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000001036 03 SP 000638735776350 P
HACIENDA LAKES
REAL ESTATE ECONOMETRICS INC
ATTN RUSS WEYER
707 ORCHID DR STE 100
NAPLES FL 34102-5014





ACCOUNT NUMBER: 228793000
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
REVENUE

This statement is for the period from
October 1, 2017 to October 31, 2017



000001037 03 SP 000638735776351 P

HACIENDA LAKES CDD SERIES 2016
ATTN RUSS WEYER DISTRICT MANAGER
C/O REAL ESTATE ECONOMETRICS INC
707 ORCHID DR STE 100
NAPLES FL 34102-5014

QUESTIONS?

If you have any questions regarding
your account or this statement, please
contact your Account Manager or Analyst.

Account Manager:

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Phone 407-835-3820

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Analyst:

RAHANA JUMAN

Phone 651-466-6194



ACCOUNT NUMBER: 228793000
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
REVENUE

This statement is for the period from
October 1, 2017 to October 31, 2017

MARKET VALUE SUMMARY

	Current Period 10/01/17 to 10/31/17
Beginning Market Value	\$9,199.65
Contributions	207,550.00
Adjusted Market Value	\$216,749.65
Investment Results	
Interest, Dividends and Other Income	1.51
Total Investment Results	\$1.51
Ending Market Value	\$216,751.16





ACCOUNT NUMBER: 228793000
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
REVENUE

This statement is for the period from
 October 1, 2017 to October 31, 2017

ASSET DETAIL AS OF 10/31/17

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
Cash Equivalents					
216,751.160	US Bank Mmkt 5 - Ct 9AMMF05B2	216,751.16 1.0000	216,751.16 1.00	100.0 .20 **	433.50
Total Cash Equivalents		\$216,751.16	\$216,751.16	100.0	\$433.50
Cash					
	Principal Cash	- 20.50	- 20.50		
	Income Cash	20.50	20.50		
	Total Cash	\$0.00	\$0.00	0.0	
Total Assets		\$216,751.16	\$216,751.16	100.0	\$433.50

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your Analyst.

** The Yield at Market set forth in this statement for any money market fund is based on the interest rate applicable to that money market fund as of the last business day of the statement period (or most recent daily rate available) and may not be relied upon as (i) a yield estimate for the statement period as a whole, or (ii) a guarantee of future performance.



ACCOUNT NUMBER: 228793000
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
REVENUE

This statement is for the period from
October 1, 2017 to October 31, 2017

CASH SUMMARY

	Income Cash	Principal Cash	Total Cash
Beginning Cash Balance as of 10/01/2017	\$18.99	- \$18.99	\$0.00
Taxable Interest	1.51		1.51
Cash Receipts		207,550.00	207,550.00
Net Money Market Activity		- 207,551.51	- 207,551.51
Ending Cash Balance as of 10/31/2017	\$20.50	- \$20.50	\$0.00





ACCOUNT NUMBER: 228793000
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
REVENUE

This statement is for the period from
October 1, 2017 to October 31, 2017

TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	Beginning Balance 10/01/2017	\$18.99	- \$18.99	\$9,199.65
10/02/17	Interest Earned On US Bank Mmkt 5 - Ct Interest From 9/1/17 To 9/30/17 9AMMF05B2	1.51		
10/03/17	Purchased 1.51 Units Of US Bank Mmkt 5 - Ct Trade Date 10/3/17 9AMMF05B2		- 1.51	1.51
10/24/17	Cash Receipt Receipt Of Funds Ck#1416; Rcvd Fds From Hacienda Lakes Cdd For Revenue Deposit Per Ck Dtd 10/19/17 Lmcruz		207,550.00	
10/24/17	Purchased 207,550 Units Of US Bank Mmkt 5 - Ct Trade Date 10/24/17 9AMMF05B2		- 207,550.00	207,550.00
	Ending Balance 10/31/2017	\$20.50	- \$20.50	\$216,751.16





ACCOUNT NUMBER: 228793001
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
ACQUISITION AND CONSTRUCTION

This statement is for the period from
October 1, 2017 to October 31, 2017



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HACIENDA LAKES CDD SERIES 2016
ATTN RUSS WEYER DISTRICT MANAGER
C/O REAL ESTATE ECONOMETRICS INC
707 ORCHID DR STE 100
NAPLES FL 34102-5014

QUESTIONS?

If you have any questions regarding
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Account Manager:

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Analyst:

RAHANA JUMAN
Phone 651-466-6194



ACCOUNT NUMBER: 228793001
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
ACQUISITION AND CONSTRUCTION

This statement is for the period from
October 1, 2017 to October 31, 2017

MARKET VALUE SUMMARY

	Current Period 10/01/17 to 10/31/17
Beginning Market Value	\$633,811.95
Contributions	99.16
Adjusted Market Value	\$633,911.11
Investment Results	
Interest, Dividends and Other Income	104.18
Total Investment Results	\$104.18
Ending Market Value	\$634,015.29





ACCOUNT NUMBER: 228793001
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
ACQUISITION AND CONSTRUCTION

This statement is for the period from
October 1, 2017 to October 31, 2017

ASSET DETAIL AS OF 10/31/17

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
Cash Equivalents					
634,015.290	US Bank Mmkt 5 - Ct 9AMMF05B2	634,015.29 1.0000	634,015.29 1.00	100.0 .20 **	1,268.03
Total Cash Equivalents		\$634,015.29	\$634,015.29	100.0	\$1,268.03
Cash					
	Principal Cash	- 2,899.44	- 2,899.44	- 0.5	
	Income Cash	2,899.44	2,899.44	0.5	
	Total Cash	\$0.00	\$0.00	0.0	
Total Assets		\$634,015.29	\$634,015.29	100.0	\$1,268.03

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your Analyst.

** The Yield at Market set forth in this statement for any money market fund is based on the interest rate applicable to that money market fund as of the last business day of the statement period (or most recent daily rate available) and may not be relied upon as (i) a yield estimate for the statement period as a whole, or (ii) a guarantee of future performance.



ACCOUNT NUMBER: 228793001
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
ACQUISITION AND CONSTRUCTION

This statement is for the period from
October 1, 2017 to October 31, 2017

CASH SUMMARY

	Income Cash	Principal Cash	Total Cash
Beginning Cash Balance as of 10/01/2017	\$2,795.26	- \$2,795.26	\$0.00
Taxable Interest	104.18		104.18
Cash Receipts		99.16	99.16
Net Money Market Activity		- 203.34	- 203.34
Ending Cash Balance as of 10/31/2017	\$2,899.44	- \$2,899.44	\$0.00





ACCOUNT NUMBER: 228793001
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
ACQUISITION AND CONSTRUCTION

This statement is for the period from
October 1, 2017 to October 31, 2017

TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	Beginning Balance 10/01/2017	\$2,795.26	- \$2,795.26	\$633,811.95
10/02/17	Interest Earned On US Bank Mmkt 5 - Ct Interest From 9/1/17 To 9/30/17 9AMMF05B2	104.18		
10/03/17	Cash Receipt Transfer From Another Trust Paid From Account # 228793005 1		99.16	
10/03/17	Purchased 203.34 Units Of US Bank Mmkt 5 - Ct Trade Date 10/3/17 9AMMF05B2		- 203.34	203.34
	Ending Balance 10/31/2017	\$2,899.44	- \$2,899.44	\$634,015.29





ACCOUNT NUMBER: 228793003
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
INTEREST

This statement is for the period from
October 1, 2017 to October 31, 2017



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HACIENDA LAKES CDD SERIES 2016
ATTN RUSS WEYER DISTRICT MANAGER
C/O REAL ESTATE ECONOMETRICS INC
707 ORCHID DR STE 100
NAPLES FL 34102-5014

QUESTIONS?

If you have any questions regarding
your account or this statement, please
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Account Manager:

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Analyst:

RAHANA JUMAN

Phone 651-466-6194



ACCOUNT NUMBER: 228793003
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
INTEREST

This statement is for the period from
October 1, 2017 to October 31, 2017

MARKET VALUE SUMMARY

Current Period
10/01/17 to 10/31/17

Beginning Market Value	\$0.00
-------------------------------	---------------

Ending Market Value	\$0.00
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MARKET VALUE SUMMARY MESSAGES

No activity qualifies for this statement period.





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ACCOUNT NUMBER: 228793003
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
INTEREST

This statement is for the period from
October 1, 2017 to October 31, 2017

ASSET DETAIL MESSAGES

No reportable securities for this statement period





ACCOUNT NUMBER: 228793004
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
SINKING FUND

This statement is for the period from
October 1, 2017 to October 31, 2017



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HACIENDA LAKES CDD SERIES 2016
ATTN RUSS WEYER DISTRICT MANAGER
C/O REAL ESTATE ECONOMETRICS INC
707 ORCHID DR STE 100
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ACCOUNT NUMBER: 228793004
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
SINKING FUND

This statement is for the period from
October 1, 2017 to October 31, 2017

MARKET VALUE SUMMARY

Current Period
10/01/17 to 10/31/17

Beginning Market Value	\$0.00
-------------------------------	---------------

Ending Market Value	\$0.00
----------------------------	---------------

MARKET VALUE SUMMARY MESSAGES

No activity qualifies for this statement period.





ACCOUNT NUMBER: 228793004
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
SINKING FUND

This statement is for the period from
October 1, 2017 to October 31, 2017

ASSET DETAIL MESSAGES

No reportable securities for this statement period





ACCOUNT NUMBER: 228793005
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
DEBT SERVICE RESERVE

This statement is for the period from
October 1, 2017 to October 31, 2017



000001037 03 SP 000638735776351 P

HACIENDA LAKES CDD SERIES 2016
ATTN RUSS WEYER DISTRICT MANAGER
C/O REAL ESTATE ECONOMETRICS INC
707 ORCHID DR STE 100
NAPLES FL 34102-5014

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Analyst:

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ACCOUNT NUMBER: 228793005
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
DEBT SERVICE RESERVE

This statement is for the period from
October 1, 2017 to October 31, 2017

MARKET VALUE SUMMARY

	Current Period 10/01/17 to 10/31/17
Beginning Market Value	\$603,221.88
Distributions	- 99.16
Adjusted Market Value	\$603,122.72
Investment Results	
Interest, Dividends and Other Income	99.16
Total Investment Results	\$99.16
Ending Market Value	\$603,221.88





ACCOUNT NUMBER: 228793005
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
DEBT SERVICE RESERVE

This statement is for the period from
October 1, 2017 to October 31, 2017

ASSET DETAIL AS OF 10/31/17

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
Cash Equivalents					
603,221.880	US Bank Mmkt 5 - Ct 9AMMF05B2	603,221.88 1.0000	603,221.88 1.00	100.0 .20 **	1,206.44
Total Cash Equivalents		\$603,221.88	\$603,221.88	100.0	\$1,206.44
Total Assets		\$603,221.88	\$603,221.88	100.0	\$1,206.44

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

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ACCOUNT NUMBER: 228793005
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
DEBT SERVICE RESERVE

This statement is for the period from
October 1, 2017 to October 31, 2017

CASH SUMMARY

	Income Cash	Principal Cash	Total Cash
Beginning Cash Balance as of 10/01/2017	\$.00	\$.00	\$.00
Taxable Interest	99.16		99.16
Cash Disbursements	- 99.16		- 99.16
Ending Cash Balance as of 10/31/2017	\$0.00	\$0.00	\$0.00





ACCOUNT NUMBER: 228793005
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
DEBT SERVICE RESERVE

This statement is for the period from
October 1, 2017 to October 31, 2017

TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	Beginning Balance 10/01/2017	\$0.00	\$0.00	\$603,221.88
10/02/17	Interest Earned On US Bank Mmkt 5 - Ct Interest From 9/1/17 To 9/30/17 9AMMF05B2	99.16		
10/03/17	Cash Disbursement Paid To Account # 22879300 Transfer To Another Trust 1	- 99.16		
	Ending Balance 10/31/2017	\$0.00	\$0.00	\$603,221.88





ACCOUNT NUMBER: 228793006
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
PREPAYMENT

This statement is for the period from
October 1, 2017 to October 31, 2017



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HACIENDA LAKES CDD SERIES 2016
ATTN RUSS WEYER DISTRICT MANAGER
C/O REAL ESTATE ECONOMETRICS INC
707 ORCHID DR STE 100
NAPLES FL 34102-5014

QUESTIONS?

If you have any questions regarding
your account or this statement, please
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ORLANDO, FL 32801
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Analyst:

RAHANA JUMAN
Phone 651-466-6194



ACCOUNT NUMBER: 228793006
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
PREPAYMENT

This statement is for the period from
October 1, 2017 to October 31, 2017

MARKET VALUE SUMMARY

Current Period
10/01/17 to 10/31/17

Beginning Market Value	\$0.00
-------------------------------	---------------

Ending Market Value	\$0.00
----------------------------	---------------

MARKET VALUE SUMMARY MESSAGES

No activity qualifies for this statement period.





ACCOUNT NUMBER: 228793006
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
PREPAYMENT

This statement is for the period from
October 1, 2017 to October 31, 2017

ASSET DETAIL MESSAGES

No reportable securities for this statement period





ACCOUNT NUMBER: 228793007
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
GENERAL

This statement is for the period from
October 1, 2017 to October 31, 2017



000001037 03 SP 000638735776351 P

HACIENDA LAKES CDD SERIES 2016
ATTN RUSS WEYER DISTRICT MANAGER
C/O REAL ESTATE ECONOMETRICS INC
707 ORCHID DR STE 100
NAPLES FL 34102-5014

QUESTIONS?

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Account Manager:

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Analyst:

RAHANA JUMAN

Phone 651-466-6194



ACCOUNT NUMBER: 228793007
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
GENERAL

This statement is for the period from
October 1, 2017 to October 31, 2017

MARKET VALUE SUMMARY

Current Period
10/01/17 to 10/31/17

Beginning Market Value	\$0.00
-------------------------------	---------------

Ending Market Value	\$0.00
----------------------------	---------------

MARKET VALUE SUMMARY MESSAGES

No activity qualifies for this statement period.





ACCOUNT NUMBER: 228793007
HACIENDA LAKES COMMUNITY DEVELOPMENT
DISTRICT (COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2016
GENERAL

This statement is for the period from
October 1, 2017 to October 31, 2017

ASSET DETAIL MESSAGES

No reportable securities for this statement period



Glossary

Accretion - The accumulation of the value of a discounted bond until maturity.

Adjusted Prior Market Realized Gain/Loss - The difference between the proceeds and the Prior Market Value of the transaction.

Adjusted Prior Market Unrealized Gain/Loss - The difference between the Market Value and the Adjusted Prior Market Value.

Adjusted Prior Market Value - A figure calculated using the beginning Market Value for the fiscal year, adjusted for all asset related transactions during the period, employing an average cost methodology.

Amortization - The decrease in value of a premium bond until maturity.

Asset - Anything owned that has commercial exchange value. Assets may consist of specific property or of claims against others, in contrast to obligations due to others (liabilities).

Bond Rating - A measurement of a bond's quality based upon the issuer's financial condition. Ratings are assigned by independent rating services, such as Moody's, or S&P, and reflect their opinion of the issuer's ability to meet the scheduled interest and principal repayments for the bond.

Cash - Cash activity that includes both income and principal cash categories.

Change in Unrealized Gain/Loss - Also reported as Gain/Loss in Period in the Asset Detail section. This figure shows the market appreciation (depreciation) for the current period.

Cost Basis (Book Value) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Book Value method maintains an average cost for each asset.

Cost Basis (Tax Basis) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Tax Basis uses client determined methods such as Last-In-First-Out (LIFO), First-In-First-Out (FIFO), Average, Minimum Gain, and Maximum Gain.

Ending Accrual - (Also reported as Accrued Income) Income earned but not yet received, or expenses incurred but not yet paid, as of the end of the reporting period.

Estimated Annual Income - The amount of income a particular asset is anticipated to earn over the next year. The shares multiplied by annual income rate.

Estimated Current Yield - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by taking the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.

Ex-Dividend Date - (Also reported as Ex-Date) For stock trades, the person who owns the security on the ex-dividend date will earn the dividend, regardless of who currently owns the stock.

Income Cash - A category of cash comprised of ordinary earnings derived from investments, usually dividends and interest.

Market Value - The price per unit multiplied by the number of units.

Maturity Date - The date on which an obligation or note matures.

Payable Date - The date on which a dividend, mutual fund distribution, or interest on a bond will be made.

Principal Cash - A category of cash comprised of cash, deposits, cash withdrawals and the cash flows generated from purchases or sales of investments.

Realized Gain/Loss Calculation - The Proceeds less the Cost Basis of a transaction.

Settlement Date - The date on which a trade settles and cash or securities are credited or debited to the account.

Trade Date - The date a trade is legally entered into.

Unrealized Gain/Loss - The difference between the Market Value and Cost Basis at the end of the current period.

Yield on/at Market - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.

The terms defined in this glossary are only for use when reviewing your account statement. Please contact your Relationship Manager with any questions.

EXHIBIT 5.

RESOLUTION NO. 2017-6

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT REQUESTING THAT THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY MODIFY THE DISTRICT'S BOUNDARIES AND THE JURISDICTION OF THE DISTRICT THROUGH CONTRACTION PURSUANT TO SECTION 190.046(1), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hacienda Lakes Community Development District (the "**District**") is a community development district that was established pursuant to the provisions of Chapter 190, Florida Statutes by the Board of County Commissioners of Collier County through the adoption of Collier County Ordinance No. 2012-36 on September 11, 2012, which Ordinance became effective September 19, 2012; and

WHEREAS, the District is organized for the purpose of providing community development services and facilities benefiting the development within its boundaries; and

WHEREAS, the Board of Supervisors (the "**Board**") of the District desires to modify the external boundaries and jurisdiction of the District through contraction to provide better service to the landowners, both existing and future, and ultimate residents and citizens of the District; and

WHEREAS, Chapter 190, Florida Statutes provides a mechanism by which the land area and jurisdiction of the District may be modified by contraction; and

WHEREAS, the Board requests that the Board of County Commissioners of Collier County adopt an ordinance to modify the boundaries and jurisdiction of the District through contraction as requested herein.

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

SECTION 1. FINDINGS. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. REQUEST FOR MODIFICATION TO DISTRICT'S BOUNDARIES. The District hereby requests that the Board of County Commissioners of Collier County adopt an ordinance to modify the boundaries and jurisdiction of the District through contraction pursuant to Section 190.046(1), Florida Statutes. The District Manager and the District's General Counsel are authorized and instructed forthwith and promptly to proceed to petition Collier County for a modification of the external boundaries and jurisdiction of the District in a manner reflected on Exhibit "A" attached hereto and made a part hereof. The District Manager and the District's General Counsel are each hereby authorized to submit this Resolution to Collier County and to

take such action as is necessary to pursue the referenced boundary amendment with Collier County.

SECTION 3. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

SECTION 4. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 5. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Hacienda lakes Community Development District this 20th day of November, 2017.

Attest:

**HACIENDA LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

Russ Weyer, Secretary

Robert Mulhere, Chairman

Exhibit "A"

EXHIBIT 6.

**BOUNDARY AMENDMENT FUNDING AGREEMENT
BETWEEN
HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT AND
HACIENDA LAKES OF NAPLES, LLC**

THIS FUNDING AGREEMENT (this “**Agreement**”) is made and entered into this 20th day of November, 2017, by and between **HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida (the “**District**”), and **HACIENDA LAKES OF NAPLES, LLC**, a Florida limited liability company, landowner and primary developer of lands within the District (the “**Developer**”).

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes by Ordinance No. 2012-36 adopted by the Board of County Commissioners of Collier County, Florida on September 11, 2012 (the “**Ordinance**”), which Ordinance became effective on September 19, 2012, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services, including but not limited to roadways, stormwater management facilities, utilities, and other infrastructure; and

WHEREAS, the District presently consists of approximately 615 acres as more fully described in the Ordinance; and

WHEREAS, the District currently provides infrastructure systems, facilities, and services to the real property within the District, and

WHEREAS, the Developer and its affiliates presently are developing real property within and adjacent to the District; and

WHEREAS, the Developer has approached the District and requested the District petition to amend its boundaries in an effort to remove certain lands from the jurisdictional boundaries of the District; and

WHEREAS, the land the Developer desires to be removed within the District’s boundaries is legally described on Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition to the Board of County Commissioners of Collier County and such other actions as are necessary in furtherance of the boundary amendment process; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, Florida Statutes, the District desires to authorize District Staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the boundary amendment process; and

WHEREAS, any such work shall only be performed in accordance with the authorizations of the District's Board of Supervisors; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District Staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors; and

WHEREAS, the Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **PROVISION OF FUNDS.** The Developer agrees to make available to the District such funds as are necessary to enable the District to proceed with the boundary amendment and to provide such funds as are necessary to enable District Staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. The Developer will make such funds available on a monthly basis, within twenty (20) days after a written request by the District. The funds shall be placed in the District's depository as determined by the District.

2. **DISTRICT USE OF FUNDS.** The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for the purpose of seeking an amendment to the boundaries of the District in accord with Chapter 190, Florida Statutes. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to Chapter 190, Florida Statutes, and with the prosecution of the procedural requirements detailed in Chapter 190, Florida Statutes, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from the Developer for reimbursement for services of the boundary amendment team, as described in Section 2 of this Agreement. The District shall not reimburse the Developer for funds made available to the District under this Agreement.

3. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

4. **ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. **AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

6. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be hand delivered, mailed by first class regular U.S. mail, commercial overnight delivery service or email, to the parties, as follows:

If to Developer: Hacienda Lakes of Naples, LLC
Attn: David E. Torres, Manager
7742 Alico Rd
Ft. Myers, FL 33912
david@flstardevelopment.com

If to District: Hacienda Lakes Community Development District
Attn: District Manager
c/o Real Estate Econometrics, Inc.
707 Orchid Drive, Suite 100
Naples, FL 34102
rweyer@ree-i.com

With a copy to: Coleman, Yovanovich & Koester, P.A.
Attn: Gregory L. Urbancic, Esq.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103
gurbancic@cyklawfirm.com

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notices on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth in this Agreement.

9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

10. **ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. **CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

12. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

13. **PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

14. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

15. **SOVEREIGN IMMUNITY.** Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

16. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

{Remainder of the page intentionally left blank. Signatures appear on the following page.}

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first written above.

DISTRICT:

**HACIENDA LAKES
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Russ Weyer, Secretary

Robert Mulhere, Chairman

DEVELOPER:

HACIENDA LAKES OF NAPLES, LLC,
a Florida limited liability company

By: _____
David E. Torres, Manager

Exhibit "A"

Legal Description of the Property to be Removed from the District

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EXHIBIT 7.



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

2700 North Military Trail • Suite 350
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 28, 2017

Board of Supervisors
Hacienda Lakes Community Development District
c/o Real Estate Econometrics, Inc.
707 Orchid Drive, Suite 100
Naples, Florida 34102

We are pleased to confirm our understanding of the services we are to provide Hacienda Lakes Community Development District, Collier County, Florida ("the District") for the fiscal year ended September 30, 2017. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Hacienda Lakes Community Development District as of and for the fiscal year ended September 30, 2017. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2017 audit.

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

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

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

Audit Objectives

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

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include

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

Other Services

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

Management Responsibilities

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

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

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

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

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the audit's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

Our fee for these services will not exceed \$5,400 for the September 30, 2017 audit unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

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

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

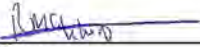
This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

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

Very truly yours,

Grau & Associates



Racquel McIntosh

RESPONSE:

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

By: _____

Title: _____

Date: _____





PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in black ink, reading "Anita Ford", written over a horizontal line.

Anita Ford, Chair
AICPA Peer Review Board
2016

EXHIBIT 8.



July 18, 2017 950 Encore Way • Naples, Florida 34110 • Phone 239.254.2000 • Fax: 239.254.2099

Russ Weyer
REAL ESTATE ECONOMETRICS, INC.
707 Orchid Drive, Suite 100
Naples, Florida 34102

**RE: HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT
HACIENDA LAKES CDD RATE SCHEDULE
HM FILE NO. 2013009**

Dear Mr. Weyer:

I am attaching an updated Rate Schedule for the referenced project for your approval. It is requested that this new Rate Schedule be considered for approval at the next CDD Meeting and used for our future invoices. The updated Rate Schedule contains new rates, and will supersede the previous Rate Schedule.

CATEGORY	INDIVIDUAL	PROPOSED RATE
Senior Project Manager	W. Terry Cole	\$172
Senior Project Manager	Barry E. Jones	\$172
Senior Engineer	Wilson A. Garcia	\$157
Senior Designer	Jonathan Smith	\$114
	Amber Jerguson	\$114
Senior Inspector	Ray Benza	\$96
Senior Technician	Tobi Charbonneau	\$85

Since Hacienda Lakes Community Development District is a governmental entity, we are proposing to use the same rates as our current Collier County Professional Services Contract which is attached for reference.

Should you have any questions or require additional information, please feel free to contact me.

Very truly yours,

HOLE MONTES, INC.

W. Terry Cole, P.E.
Vice President/Principal

WTC:tdc
Attachment

SCHEDULE B: RATE SCHEDULE

Title	Standard Hourly Rate
Principal	\$ 206.00
Senior Project Manager	\$ 172.00
Project Manager	\$ 147.00
Senior Engineer	\$ 157.00
Engineer	\$ 123.00
Senior Inspector	\$ 96.00
Inspector	\$ 76.00
Senior Planner	\$ 139.00
Planner	\$ 110.00
Senior Designer	\$ 114.00
Designer	\$ 94.00
Environmental Specialist	\$ 109.00
Senior Environmental Specialist	\$ 134.00
Scientist/Geologist	\$ 93.00
Senior Scientist/Geologist	\$ 118.00
Marine Biologist/Hydrogeologist	\$ 110.00
Senior Marine Biologist/Hydrogeologist	\$ 138.00
Senior GIS Specialist	\$ 139.00
GIS Specialist	\$ 102.00
Clerical/Administrative	\$ 62.00
Senior Technician	\$ 85.00
Technician	\$ 72.00
Surveyor and Mapper	\$ 120.00
CADD Technician	\$ 81.00
Survey Crew - 2 man	\$ 130.00
Survey Crew - 3 man	\$ 161.00
Survey Crew - 4 man	\$ 189.00
Senior Architect	\$ 154.00
Architect	\$ 121.00

This list is not intended to be all inclusive. Hourly rates for other categories of professional, support and other services shall be mutually negotiated by Collier County and firm on a project by project basis as needed.


Collier County
Administrative Services Division
Purchasing

2010001

RECEIVED

MAR 19 2014

March 12, 2014

George H. Hermanson, PE, Senior VP
Hole Montes, Inc.
950 Encore Way
Naples, FL 34110

HOLE MONTES, INC

RE: **Contract #13-6164 "Professional Services: Architect and Engineering"**
Discipline(s):

CEI, Project Management, and Value Engineering (CEI)
Civil, Road and Bridge Study, Planning and/or Design (CRB)
Permitting (PR)
Stormwater Study, Planning and/or Design (STR)
Surveying and Mapping (SUR)
Public Utilities Facilities (PU)

Dear Mr. Hermanson:

We are pleased to enclose your copy of the fully executed agreement for the above-referenced services which was approved by the Board of County Commissioners on February 25, 2014 Agenda Item 16.E.5.

We anticipate a successful relationship, and in order to meet that goal, we want to convey our expectations regarding your role as a contractor as follows:

1. Flexibility in making changes, including resource allocation as the need arises;
2. Creativity in finding cost-effective solutions to unanticipated problems;
3. Cooperation and timely communication with County Project Manager and staff;
4. Proper documentation of costs and expenses associated with this contract.

Congratulations on the award of this contract; should you have any questions, please do not hesitate to contact me at 239/252-8949.

Regards,

Kelsey Ward

Kelsey Ward



Contracts Administration Manager

C: Joanne Markiewicz, Director, Procurement Services
Enclosure

Contract # 13-6164

"Professional Services: Architect and Engineering"- for the following disciplines:

**CEI, Project Management, and Value Engineering (CEI)
Civil, Road and Bridge Study, Planning and/or Design (CRB)
Permitting (PR)
Stormwater Study, Planning and/or Design (STR)
Surveying and Mapping (SUR)
Public Utilities Facilities (PU)**

FIXED TERM CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 9th day of March, 2014 by and between the Board of County Commissioners for Collier County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY" or "OWNER") and **Hole Montes, Inc.**, authorized to do business in the State of Florida, whose business address is 950 Encore Way, Naples, FL 34110 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, it is in the best interests of OWNER to be able to obtain professional consulting services expeditiously when a need arises in connection with a Collier County project; and

WHEREAS, Section 287.055, Florida Statutes (Consultant's Competitive Negotiation Act), makes provisions for a fixed term contract with a firm to provide professional services to a political subdivision, such as the County; and

WHEREAS, OWNER has selected CONSULTANT in accordance with the provisions of Section 287.055, Florida Statutes, to provide professional consulting services on a fixed term basis as

directed by OWNER for such projects and tasks as may be required from time to time by OWNER;
and

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE 1

CONSULTANT'S RESPONSIBILITY

1.1 From time to time upon the written request or direction of OWNER as hereinafter provided, CONSULTANT shall provide to OWNER professional consulting services (hereinafter the "Services") as herein set forth. The term "Services" includes all Additional Services authorized by written Amendment or Change Order as hereafter provided.

1.2 All Services to be performed by CONSULTANT pursuant to this Agreement shall be in conformance with the scope of services, which shall be described in a Work Order issued pursuant to the procedures described herein. The form of the Work Order is set forth in attached Schedule A. Reference to the term "Work Order" herein, with respect to authorization of Services, includes all written Amendments or Change Orders to any particular Work Order. CONSULTANT acknowledges and agrees that each individual Work Order shall not exceed \$200,000 unless otherwise approved in writing by the Board of County Commissioners. Work order assignments for CCNA contracts shall be made in accordance with the current Purchasing Procedures, or as amended by OWNER.

1.2.1 All Services must be authorized in writing by OWNER in the form of a Work Order. CONSULTANT shall not provide any Services to OWNER unless and to the extent they are required in

a written Work Order. Any Services provided by CONSULTANT without a written Work Order shall be at CONSULTANT'S own risk and OWNER shall have no liability for such Services.

1.2.2 As OWNER identifies certain Services it wishes CONSULTANT to provide pursuant to the terms of this Agreement, OWNER shall request a proposal from CONSULTANT for such Services, said proposal to be in compliance with the terms of this Agreement. If the parties reach an agreement with respect to such Services, including, but not limited to the scope, compensation and schedule for performance of those Services, a Work Order shall be prepared which incorporates the terms of the understanding reached by the parties with respect to such Services and if both parties are in agreement therewith, they shall jointly execute the Work Order.

1.2.3 Upon execution of a Work Order as aforesaid, CONSULTANT agrees to promptly provide the Services required thereby, in accordance with the terms of this Agreement and the subject Work Order.

1.2.4 It is mutually understood and agreed that the nature, amount and frequency of the Services shall be determined solely by OWNER and that OWNER does not represent or guarantee unto CONSULTANT that any specific amount of Services will be requested or required of CONSULTANT pursuant to this Agreement.

1.2.5 CONSULTANT shall have no authority to act as the agent of OWNER under this Agreement or any Work Order, or to obligate OWNER in any manner or way.

1.2.6 All duly executed Work Orders (including all written Amendments or Change Orders thereto) are hereby incorporated into and made a part of this Agreement by reference.

1.3 The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and performed by the CONSULTANT pursuant to this Agreement.

1.4 The CONSULTANT agrees that, when the Services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such Services, it shall employ and/or retain only qualified personnel to provide such Services to OWNER.

1.5 CONSULTANT hereby designates George H. Hermanson, PE, Senior VP as its Principal in Charge (hereinafter referred to as the "Principal in Charge") with full authority to bind and obligate CONSULTANT on all matters arising out of or relating to this Agreement. In each Work Order CONSULTANT will designate a qualified licensed professional to serve as CONSULTANT'S project coordinator for the Services to be provided under that Work Order (hereinafter referred to as the "Project Coordinator"). The Project Coordinator is authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Work Order. Further, the Project Coordinator has full authority to bind and obligate the CONSULTANT on all matters arising out of or relating to the Work Order. The CONSULTANT agrees that the Principal in Charge and the Project Coordinators shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT under the Work Order. CONSULTANT further agrees that the Principal in Charge and Project Coordinators shall not be removed by CONSULTANT without OWNER'S prior written approval, and if so removed must be immediately replaced with a person acceptable to OWNER.

1.6 CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from OWNER to promptly remove and replace the Principal in Charge or any Project Coordinator, or any other personnel employed or retained by the CONSULTANT, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the CONSULTANT to provide and perform any of the Services pursuant to the requirements of this Agreement or any applicable Work Order, said request may be made with or without cause. Any personnel so removed must be immediately replaced with a person acceptable to OWNER.

1.7 The CONSULTANT represents to the OWNER that it has expertise and experience in the type of professional consulting services that will be required under this Agreement. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the OWNER'S review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all applicable laws, statutes, including but not limited to the Local Government Prompt Payment Act (218.735 and 218.76 F.S.), as amended, the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(d) and (3)), ordinances, codes, rules, regulations and requirements of any governmental agencies, and the Florida Building Code where applicable, which regulate or have jurisdiction over the Services to be provided and performed by CONSULTANT hereunder. In the event of any conflicts in these requirements, the CONSULTANT shall notify the OWNER of such conflict and utilize its best professional judgment to advise OWNER regarding resolution of each such conflict. OWNER'S approval of any design documents in no way relieves CONSULTANT of its obligation to deliver complete and accurate documents necessary for successful completion of the Services required under the subject Work Order.

1.7.1 The County reserves the right to deduct portions of the (monthly) invoiced (task) amount for the following: Tasks not completed within the expressed time frame, including required deliverables, incomplete and/or deficient documents, failure to comply with local, state and/or federal requirements and/or codes and ordinances applicable to Consultant's performance of the work as related to the project. This list is not deemed to be all-inclusive, and the County reserves the right to make sole determination regarding deductions. After notification of deficiency, if the Consultant fails to correct the deficiency within the specified timeframe, these funds would be forfeited by the Consultant. The County may also deduct or charge the Consultant for services and/or items necessary to correct the deficiencies directly related to the Consultant's non-performance whether or not the County obtained substitute performance.

1.8 CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER'S prior written consent, or unless incident to the proper performance of the CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. CONSULTANT shall provide OWNER prompt written notice of any such subpoenas.

1.9 As directed by OWNER, all plans and drawings referencing a specific geographic area must be submitted in an AutoCad Digital Exchange File (DXF) format on a CD or DVD, drawn in the Florida State Plane East (US Feet) Coordinate System (NAD 83/90). The drawings should either reference specific established Survey Monumentation, such as Certified Section Corners (Half or Quarter Sections are also acceptable), or when implemented, derived from the RTK (Real-Time Kinematic)

GPS Network as provided by OWNER. Information layers shall have common naming conventions (i.e. right-of-way - ROW, centerlines - CL, edge-of-pavement - EOP, etc), and adhere to industry standard CAD specifications.

ARTICLE 2

ADDITIONAL SERVICES OF CONSULTANT

2.1 If authorized in writing by Owner through an Amendment or Change Order to a Work Order, CONSULTANT shall furnish or obtain from others Additional Services beyond those Services originally authorized in the Work Order. The agreed upon scope, compensation and schedule for Additional Services shall be set forth in the Amendment or Change Order authorizing those Additional Services. With respect to the individuals with authority to authorize Additional Services under this Agreement, such authority will be as established in OWNER'S Purchasing Policy and Administrative Procedures in effect at the time such services are authorized. Except in an emergency endangering life or property, any Additional Services must be approved in writing via an Amendment or Change Order to the subject Work Order prior to starting such services. OWNER will not be responsible for the costs of Additional Services commenced without such express prior written approval. Failure to obtain such prior written approval for Additional Services will be deemed: (i) a waiver of any claim by CONSULTANT for such Additional Services and (ii) an admission by CONSULTANT that such Work is not additional but rather a part of the Services originally required of CONSULTANT under the subject Work Order.

2.2 If OWNER determines that a change in a Work Order is required because of the action taken by CONSULTANT in response to an emergency, an Amendment or Change Order shall be issued to document the consequences of the changes or variations, provided that CONSULTANT has delivered written notice to OWNER of the emergency within forty-eight (48) hours from when CONSULTANT

knew or should have known of its occurrence. Failure to provide the forty-eight (48) hour written notice noted above, waives CONSULTANT'S right it otherwise may have had to seek an adjustment to its compensation or time of performance under the subject Work Order.

ARTICLE 3

OWNER'S RESPONSIBILITIES

3.1 For each Work Order, OWNER shall designate in writing a project manager to act as OWNER'S representative with respect to the Services to be rendered under the Work Order (hereinafter referred to as the "Project Manager"). The Project Manager shall have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to CONSULTANT'S Services under the Work Order. However, the Project Manager is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of Services to be provided and performed by the CONSULTANT as set forth in the Work Order;
- (b) The time the CONSULTANT is obligated to commence and complete all such Services as set forth in the Work Order; or
- (c) The amount of compensation the OWNER is obligated or committed to pay the CONSULTANT as set forth in the Work Order.

3.2 The Project Manager shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;

- (b) Provide all criteria and information requested by CONSULTANT as to OWNER'S requirements for the Services specified in the Work Order, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- (c) Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT'S disposal all available information in the OWNER'S possession pertinent to the Services specified in the Work Order, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to the subject Work Order;
- (d) Arrange for access to and make all provisions for CONSULTANT to enter the site (if any) set forth in the Work Order to perform the Services to be provided by CONSULTANT under the subject Work Order; and
- (e) Provide notice to CONSULTANT of any deficiencies or defects discovered by the OWNER with respect to the Services to be rendered by CONSULTANT hereunder.

ARTICLE 4 TIME

4.1 Each Work Order will have a time schedule ("Schedule") for the performance of the Services required under the subject Work Order. Said Schedule shall be in a form and content satisfactory to OWNER. Services to be rendered by CONSULTANT shall be commenced, performed and completed in accordance with the Work Order and the Schedule. Time is of the essence with respect to the performance of the Services under each Work Order.

4.2 Should CONSULTANT be obstructed or delayed in the prosecution or completion of the Services as a result of unforeseeable causes beyond the control of CONSULTANT, and not due to its

own fault or neglect, including but not restricted to acts of nature or of public enemy, acts of government or of the OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONSULTANT shall notify OWNER in writing within five (5) working days after commencement of such delay, stating the specific cause or causes thereof, or be deemed to have waived any right which CONSULTANT may have had to request a time extension for that specific delay.

4.3 Unless otherwise expressly provided in the Work Order, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONSULTANT'S Services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONSULTANT'S sole remedy against OWNER will be the right to seek an extension of time to the Schedule; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

4.4 Should the CONSULTANT fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely manner, in addition to any other rights or remedies available to the OWNER hereunder, the OWNER at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT under this Agreement (including any and all Work Orders) until such time as the CONSULTANT resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the OWNER'S satisfaction that the CONSULTANT'S performance is or will shortly be back on schedule.

**EXHIBIT A-1 Contract Amendment # 1 to Contract # 13-6164
"Professional Services: Architect and Engineering"**

This amendment, dated 5/11, 2016 to the referenced agreement shall be by and between the parties to the original Agreement, Hole Montes, Inc. (to be referred to as "Consultant") and Collier County, Florida, (to be referred to as "Owner").

Statement of Understanding

RE: Contract # 13-6164 - "Professional Services: Architect and Engineering" for the following disciplines:

CEI, Project Management, and Value Engineering (CEI); Civil, Road and Bridge Study, Planning and/or Design (CRB); Permitting (PR); Stormwater Study, Planning and/or Design (STR); Surveying and Mapping (SUR); Public Utilities Facilities (PU)

In order to continue the services provided for in the original Agreement document referenced above, the Consultant agrees to amend Article 5 "Compensation" of the Agreement as provided below. This Amendment shall be retroactive to the original date the Board approved the Agreement.

5.1 Compensation and the manner of payment of such compensation by the OWNER for Services rendered hereunder by CONSULTANT shall be as prescribed in each Work Order. The Project Manager, or designee, reserves the right to request proposals from this contract utilizing any of the following Price Methodologies:

Lump Sum (Fixed Price): a firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.

Time and Materials: the County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's mark up). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

Note: Language deleted has been struck through. New language has been underlined.

Unit Price: the County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification).

CONSULTANT agrees to furnish OWNER, after the end of each calendar month, or as specified in the Work Order, a ~~comprehensive and itemized~~ statement of charges for the Services performed and rendered by CONSULTANT during that time period, and for any OWNER authorized reimbursable expenses as herein below defined, incurred and/or paid by CONSULTANT during that time period. The monthly statement shall be in such form and supported by such documentation as may be required by OWNER. All such statement shall be on CONSULTANT'S letterhead and shall indicate the Agreement Number, Work Order/Purchase Order Number and Project Site description (if any).

5.2 ~~The compensation (whether based upon a negotiated lump sum, time and materials, hourly with a cap or some other agreed to format) contained in each separate Work Order shall be based on the hourly rates as set forth and identified in Schedule B which is attached hereto, for the time reasonably expended by CONSULTANT'S personnel in performing the Services. The hourly rates as set forth and identified in Schedule B, which is attached hereto, shall apply only to projects procured under the Time and Materials pricing methodology specified in paragraph 5.1 above.~~ Requests for consideration of a price adjustment must be made on the contract anniversary date, in writing, to the Purchasing Director. Price adjustments are dependent upon the lesser of the All Urban consumer price index (CPI) and the All Urban South consumer price index (CPI) for the immediate twelve (12) month period preceding the anniversary date of the Agreement, budget availability, and Purchasing approval.

All other terms and conditions of the agreement shall remain in force.

(Signature page to follow)

Note: Language deleted has been struck through. New language has been underlined.

IN WITNESS WHEREOF, the parties have each, respectively, by an authorized person or agent, have executed this Amendment on the date(s) indicated below.

Accepted April 20, 2016

Consultant's First Witness:

By: [Signature]
Signature
JAN BURTON
Print Name

OWNER:
BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: [Signature] For:
Joanne Markiewicz, Director
Procurement Services Division 5/14/16

Consultant's Second Witness:

By: [Signature]
Signature
DIANE S. SIMON
Print Name

CONSULTANT:
Hole Montes, Inc.

By: [Signature]
Signature
Ronald E. Benson, Jr. Ph.D. P.E.
Print Name and Title Senior V.P.

Approved as to Form and Legality:

[Signature]
Deputy County Attorney

Note: Language deleted has been ~~struck through~~. New language has been underlined.



4.5 In no event shall any approval by OWNER authorizing CONSULTANT to continue performing Work under any particular Work Order or any payment issued by OWNER to CONSULTANT be deemed a waiver of any right or claim OWNER may have against CONSULTANT for delay or any other damages hereunder.

4.6 The period of service shall be from the date of execution of this Agreement through five (5) years from that date, or until such time as all outstanding Work Orders issued prior to the expiration of the Agreement period have been completed.

4.7 The County Manager or designee may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager or designee shall give the CONSULTANT written notice of the OWNER's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term.

ARTICLE 5 COMPENSATION

5.1 Compensation and the manner of payment of such compensation by the OWNER for Services rendered hereunder by CONSULTANT shall be as prescribed in each Work Order. CONSULTANT agrees to furnish to OWNER, after the end of each calendar month, or as specified in the Work Order, a comprehensive and itemized statement of charges for the Services performed and rendered by CONSULTANT during that time period, and for any OWNER authorized reimbursable expenses as herein below defined, incurred and/or paid by CONSULTANT during that time period. The monthly statement shall be in such form and supported by such documentation as may be required by OWNER. All such statements shall be on CONSULTANT'S letterhead and shall indicate the Agreement Number, Work Order/Purchase Order Number and Project Site description (if any).

5.2 The compensation (whether based upon a negotiated lump sum, time and materials, hourly with a cap or some other agreed to format) contained in each separate Work Order shall be based on the hourly rates as set forth and identified in Schedule B which is attached hereto, for the time reasonably expended by CONSULTANT'S personnel in performing the Services. Requests for consideration of a price adjustment must be made on the contract anniversary date, in writing, to the Purchasing Director. Price adjustments are dependent upon the lesser of the All Urban consumer price index (CPI) and the All Urban South consumer price index (CPI) for the immediate twelve (12) month period preceding the anniversary date of the Agreement, budget availability, and Purchasing approval.

5.2.1 OWNER agrees to reimburse CONSULTANT for all necessary and reasonable reimbursable expenses incurred or paid by CONSULTANT in connection with CONSULTANT'S performance of the Services, at its direct cost with no markup; to the extent such reimbursement is permitted in the Work Order and in accordance with Section 112.061, F.S., or as set forth below.

5.2.2 Reimbursable expenses shall be invoiced for the expenditures incurred by the CONSULTANT as follows:

5.2.2.1. Expenses of transportation and living when traveling in connection with each Work Order, except for local travel within Collier or Lee Counties, as provided in Section 112.061, F.S., and all Contract-related mileage for trips that are from/to destinations outside of Collier or Lee Counties approved by OWNER.

5.2.2.2 Expenses for reproducing documents that exceed the number of documents described in this Agreement and postage and handling of Drawings and Specifications, including duplicate sets at the completion of each Work Order for the OWNER'S review and approval.

5.2.2.3. Expense of overtime work requiring higher than regular rates approved in advance and in writing by OWNER.

5.2.2.4. Expense of models for the OWNER'S use.

5.2.2.5 Fees paid for securing approval of authorities having jurisdiction over the Work Order required under the applicable Work Order.

5.2.2.6 Other items on request and approved in writing by the OWNER.

5.2.3 CONSULTANT shall obtain the prior written approval of OWNER before incurring any of the aforesaid reimbursable expenses, and absent such prior approval, no expenses incurred by CONSULTANT will be deemed to be a reimbursable expense.

5.3 CONSULTANT shall bear and pay all overhead and other expenses, except for authorized reimbursable expenses, incurred by CONSULTANT in the performance of the Services.

5.4 Prior to issuing any Work Order pursuant to this Agreement, OWNER may request that CONSULTANT in writing advise OWNER of (i) the estimated time of CONSULTANT'S personnel and the estimated fees thereof for the proposed work to be specified in the Work Order; and (ii) the estimated charge to OWNER for the reimbursable expenses applicable to the contemplated Services to be performed by CONSULTANT under the proposed Work Order. CONSULTANT shall promptly supply such estimate to OWNER based on CONSULTANT'S good faith analysis.

5.5 CONSULTANT agrees that, with respect to any subconsultant or subcontractor to be utilized by CONSULTANT on any particular Work Order, CONSULTANT shall be limited to a maximum markup of five percent (5%) on the fees and expenses associated with such subconsultants and subcontractors.

5.6 Payments for Basic Services and Additional Basic Services as set forth herein or the Work Order shall be made upon presentation of the CONSULTANT'S itemized invoice approved by OWNER.

5.6.1 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

5.7 Records of Reimbursable Expenses shall be kept on a generally recognized accounting basis.

ARTICLE 6

OWNERSHIP OF DOCUMENTS

6.1 Upon the completion or termination of each Work Order, as directed by OWNER, CONSULTANT shall deliver to OWNER copies or originals of all records, documents, drawings, notes, tracings, plans, Auto CADD files, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by or for CONSULTANT under the applicable Work Order ("Project Documents"). OWNER shall specify whether the originals or copies of such Project Documents are to be delivered by CONSULTANT. CONSULTANT shall be solely responsible for all costs associated with delivering to OWNER the Project Documents. CONSULTANT, at its own expense, may retain copies of the Project Documents for its files and internal use.

6.2 Notwithstanding anything in this Agreement to the contrary and without requiring OWNER to pay any additional compensation, CONSULTANT hereby grants to OWNER a nonexclusive,

irrevocable license in all of the Project Documents for OWNER'S use with respect to the applicable authorized project or task. CONSULTANT warrants to OWNER that it has full right and authority to grant this license to OWNER. Further, CONSULTANT consents to OWNER'S use of the Project Documents to complete the subject project or task following CONSULTANT'S termination for any reason or to perform additions to or remodeling, replacement or renovations of the subject project or task. CONSULTANT also acknowledges OWNER may be making Project Documents available for review and information to various third parties and hereby consents to such use by OWNER.

ARTICLE 7

MAINTENANCE OF RECORDS

7.1 CONSULTANT will keep adequate records and supporting documentation which concern or reflect the Services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from (a) the date of termination of this Agreement or (b) the date the Work Order is completed, whichever is later, or such later date as may be required by law. OWNER, or any duly authorized agents or representatives of OWNER, shall, free of charge, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above, or such later date as may be required by law; provided, however, such activity shall be conducted only during normal business hours.

7.2 The records specified above in paragraph 7.1 include accurate time records, which CONSULTANT agrees to keep and maintain, from day to day, showing the time expended by each principal and employee of CONSULTANT in performing the Services and therein specifying the services performed by each, with all such time records to be kept within one-half of an hour. At the

request of OWNER, or as specified in the Work Order, CONSULTANT shall furnish to OWNER any of the aforesaid time records, as well as invoices or proofs showing CONSULTANT'S incurrence and/or payment of any reimbursable expenses.

ARTICLE 8
INDEMNIFICATION

8.1 To the maximum extent permitted by law, CONSULTANT shall indemnify and hold harmless OWNER, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or anyone employed or utilized by the CONSULTANT in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph 8.1.

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ARTICLE 9
INSURANCE

9.1 CONSULTANT shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts described herein and further set forth in Schedule C to this Agreement.

9.2 All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

9.3 All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

9.3.1 All insurance policies, other than the Business Automobile policy, Professional Liability policy, and the Workers Compensation policy, provided by CONSULTANT to meet the requirements of this Agreement shall name Collier County Government, Collier County, Florida, as an additional insured as to the operations of CONSULTANT under this Agreement and shall contain a severability of interests provisions.

9.3.2 Companies issuing the insurance policy or policies shall have no recourse against OWNER for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONSULTANT.

9.3.3 All insurance coverages of CONSULTANT shall be primary to any insurance or self-insurance program carried by OWNER, and the "Other Insurance" provisions of any policies obtained by CONSULTANT shall not apply to any insurance or self-insurance program carried by OWNER.

9.3.4 The Certificates of Insurance, which are to be provided in an Occurrence Form patterned after the current I.S.O. form with no limiting endorsements, must reference and identify this Agreement.

9.3.5 All insurance policies shall be fully performable in Collier County, Florida, and shall be construed in accordance with the laws of the State of Florida.

9.4 CONSULTANT, its subconsultants and OWNER shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by OWNER, except such rights as they may have to the proceeds of such insurance held by any of them.

9.5 All insurance companies from whom CONSULTANT obtains the insurance policies required hereunder must meet the following minimum requirements:

9.5.1 The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.

9.5.2 The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

ARTICLE 10

SERVICES BY CONSULTANT'S OWN STAFF

10.1 The Services to be performed hereunder shall be performed by CONSULTANT'S own staff, unless otherwise authorized in writing by the OWNER. The employment of, contract with, or use of the services of any other person or firm by CONSULTANT, as independent consultant or otherwise, shall be subject to the prior written approval of the OWNER. No provision of this Agreement shall,

however, be construed as constituting an agreement between the OWNER and any such other person or firm. Nor shall anything in this Agreement be deemed to give any such party or any third party any claim or right of action against the OWNER beyond such as may then otherwise exist without regard to this Agreement.

10.2 Attached to each Work Order shall be a Schedule that lists all of the key personnel CONSULTANT intends to assign to perform the Services required under that Work Order. Such personnel shall be committed to the project or task specified in the Work Order in accordance with the percentages noted in the attached Schedule. CONSULTANT shall also identify in that Schedule each subconsultant and subcontractor it intends to utilize with respect to the subject Work Order. All personnel, subconsultants and subcontractors identified in the Schedule shall not be removed or replaced without OWNER'S prior written consent.

10.3 CONSULTANT is liable for all the acts or omissions of its subconsultants or subcontractors. By appropriate written agreement, the CONSULTANT shall require each subconsultant or subcontractor, to the extent of the Services to be performed by the subconsultant or subcontractor, to be bound to the CONSULTANT by the terms of this Agreement and any subsequently issued Work Order, and to assume toward the CONSULTANT all the obligations and responsibilities which the CONSULTANT, by this Agreement and any subsequently issued Work Order, assumes toward the OWNER. Each subconsultant or subcontract agreement shall preserve and protect the rights of the OWNER under this Agreement, and any subsequently issued Work Order, with respect to the Services to be performed by the subconsultant or subcontractor so that the subconsulting or subcontracting thereof will not prejudice such rights. Where appropriate, the CONSULTANT shall require each subconsultant or subcontractor to enter into similar agreements with its sub-subconsultants or sub-subcontractors.

10.4 CONSULTANT acknowledges and agrees that OWNER is a third party beneficiary of each contract entered into between CONSULTANT and each subconsultant or subcontractor, however nothing in this Agreement shall be construed to create any contractual relationship between OWNER and any subconsultant or subcontractor.

ARTICLE 11
WAIVER OF CLAIMS

11.1 CONSULTANT'S acceptance of final payment for Services provide under any Work Order shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against OWNER arising out of the Work Order or otherwise related to those Services, and except those previously made in writing in accordance with the terms of this Agreement and identified by CONSULTANT in its final invoice for the subject Work Order as unsettled. Neither the acceptance of CONSULTANT'S Services nor payment by OWNER shall be deemed to be a waiver of any of OWNER'S rights against CONSULTANT.

ARTICLE 12
TERMINATION OR SUSPENSION

12.1 This Agreement is a fixed term contract for the professional services of CONSULTANT. It is agreed that either party hereto shall at any and all times have the right and option to terminate this Agreement by giving to the other party not less than thirty (30) days prior written notice of such termination. Upon this Agreement being so terminated by either party hereto, neither party hereto shall have any further rights or obligations under this Agreement subsequent to the date of termination, except that Services specified to be performed under a previously issued Work Order, shall proceed to completion under the terms of this Agreement.

12.2 CONSULTANT shall be considered in material default of this Agreement and such default will be considered cause for OWNER to terminate this Agreement and any Work Orders in effect, in whole or in part, as further set forth in this section, for any of the following reasons: (a) CONSULTANT'S failure to begin Services under any particular Work Order within the times specified under that Work Order, or (b) CONSULTANT'S failure to properly and timely perform the Services to be provided hereunder or as directed by OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of CONSULTANT'S principals, officers or directors, or (d) CONSULTANT'S failure to obey any laws, ordinances, regulations or other codes of conduct, or (e) CONSULTANT'S failure to perform or abide by the terms and conditions of this Agreement and any Work Orders in effect, or (f) for any other just cause. The OWNER may so terminate this Agreement and any Work Orders in effect, in whole or in part, by giving the CONSULTANT seven (7) calendar days written notice of the material default.

12.3 If, after notice of termination of this Agreement as provided for in paragraph 12.1 above, it is determined for any reason that CONSULTANT was not in default, or that its default was excusable, or that OWNER otherwise was not entitled to the remedy against CONSULTANT provided for in paragraph 12.2, then the notice of termination given pursuant to paragraph 12.2 shall be deemed to be the notice of termination provided for in paragraph 12.4, below, and CONSULTANT'S remedies against OWNER shall be the same as and be limited to those afforded CONSULTANT under paragraph 12.4 below.

12.4 Notwithstanding anything herein to the contrary (including the provisions of paragraph 12.1 above), OWNER shall have the right to terminate this Agreement and any Work Orders in effect, in whole or in part, without cause upon seven (7) calendar days written notice to CONSULTANT. In the event of such termination for convenience, CONSULTANT'S recovery against OWNER shall be

limited to that portion of the fee earned through the date of termination, for any Work Orders so cancelled, together with any retainage withheld and any costs reasonably incurred by CONSULTANT that are directly attributable to the termination, but CONSULTANT shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profits on Services not required to be performed. CONSULTANT must mitigate all such costs to the greatest extent reasonably possible.

12.5 Upon termination and as directed by OWNER, the CONSULTANT shall deliver to the OWNER all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement, including those described in Section 6, that are in CONSULTANT'S possession or under its control arising out of or relating to this Agreement or any Work Orders.

12.6 The OWNER shall have the power to suspend all or any portions of the Services to be provided by CONSULTANT hereunder upon giving CONSULTANT two (2) calendar days prior written notice of such suspension. If all or any portion of the Services to be rendered hereunder are so suspended, the CONSULTANT'S sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

12.7 In the event (i) OWNER fails to make any undisputed payment to CONSULTANT within forty-five (45) days after such payment is due as set forth in the Work Order or such other time as required by Florida's Prompt Payment Act or (ii) OWNER otherwise persistently fails to fulfill some material obligation owed by OWNER to CONSULTANT under this Agreement or subsequently issued Work Order, and (ii) OWNER has failed to cure such default within fourteen (14) days of receiving written notice of same from CONSULTANT, then CONSULTANT may stop its performance under the subject Work Order until such default is cured, after giving OWNER a second fourteen (14) days written

notice of CONSULTANT'S intention to stop performance under the applicable Work Order. If the Services are so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the CONSULTANT or its subconsultant or subcontractor or their agents or employees or any other persons performing portions of the Services under contract with the CONSULTANT, the CONSULTANT may terminate the subject Work Order by giving written notice to OWNER of CONSULTANT'S intent to terminate that Work Order. If OWNER does not cure its default within fourteen (14) days after receipt of CONSULTANT'S written notice, CONSULTANT may, upon fourteen (14) additional days' written notice to the OWNER, terminate the subject Work Order and recover from the Owner payment for Services performed through the termination date, but in no event shall CONSULTANT be entitled to payment for Services not performed or any other damages from Owner.

ARTICLE 13

TRUTH IN NEGOTIATION REPRESENTATIONS

13.1 CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement or any subsequent Work Order.

13.2 In accordance with provisions of Section 287.055, (5)(a), Florida Statutes, the CONSULTANT agrees to execute the required Truth-In-Negotiation Certificate, attached hereto and incorporated herein as Schedule D, certifying that wage rates and other factual unit costs supporting the

compensation for CONSULTANT'S services to be provided under this Agreement and each subsequent Work Order issued hereafter, if any, are accurate, complete and current at the time of the Agreement or such subsequent Work Order. The CONSULTANT agrees that the original price as set forth in each subsequent issued Work Order, if any, and any additions thereto shall be adjusted to exclude any significant sums by which the OWNER determines the price as set forth in the Work Order was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of the subject Work Order.

ARTICLE 14

CONFLICT OF INTEREST

14.1 CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder. CONSULTANT further represents that no persons having any such interest shall be employed to perform those Services.

ARTICLE 15

MODIFICATION

15.1 No modification or change in this Agreement shall be valid or binding upon either party unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE 16

NOTICES AND ADDRESS OF RECORD

16.1 All notices required or made pursuant to this Agreement to be given by the CONSULTANT to the OWNER shall be in writing and shall be delivered by hand, by fax, or by United States Postal Service Department, first class mail service, postage prepaid, addressed to the following OWNER'S address of record:

Board of County Commissioners,
Collier County Florida
Purchasing Department
3327 Tamiami Trail East
Naples, FL. 34112
Attention: Joanne Markiewicz, Director, Procurement Services
Telephone: 239-252-8407
Fax: 239-732-0844

16.2 All notices required or made pursuant to this Agreement to be given by the OWNER to the CONSULTANT shall be made in writing and shall be delivered by hand, by fax or by the United States Postal Service Department, first class mail service, postage prepaid, addressed to the following CONSULTANT'S address of record:

Hole Montes, Inc.
950 Encore Way
Naples, FL 34110
Attn: George H. Hermanson, PE, Senior VP
Telephone: 239-254-2000
FAX: 239-254-2098
Email: GeorgeHermanson@Hmeng.com

16.3 Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 17
MISCELLANEOUS

17.1 CONSULTANT, in representing OWNER, shall promote the best interests of OWNER and assume towards OWNER a duty of the highest trust, confidence, and fair dealing.

17.2 No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

17.3 This Agreement is not assignable, or otherwise transferable in whole or in part, by CONSULTANT without the prior written consent of OWNER.

17.4 Waivers by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

17.5 The headings of the Articles, Schedules, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

17.6 This Agreement, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

17.7 Unless otherwise expressly noted herein, all representations and covenants of the parties shall survive the expiration or termination of this Agreement. Further, The CONSULTANT agrees that any

Work Order that extends beyond the expiration date of this Agreement will survive and remain subject to the terms and conditions of this Agreement until the completion or termination of the Work Order.

17.8 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17.9 The terms and conditions of the following Schedules attached hereto are by this reference incorporated herein:

Schedule A WORK ORDER FORM

Schedule B RATE SCHEDULE

Schedule C INSURANCE COVERAGE

Schedule D TRUTH IN NEGOTIATION CERTIFICATE

ARTICLE 18

APPLICABLE LAW

18.1 This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by such laws, rules and regulations of the United States as made applicable to Services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

ARTICLE 19

SECURING AGREEMENT/PUBLIC ENTITY CRIMES

19.1 CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. At the time this Agreement is executed, CONSULTANT shall sign and deliver to OWNER the Truth-In-Negotiation Certificate identified in Article 13 and attached hereto and made a part hereof as Schedule D. CONSULTANT'S compensation as set forth in each subsequently issued Work Order, if any, shall be adjusted to exclude any sums by which OWNER determines the compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

19.2 By its execution of this Agreement, CONSULTANT acknowledges that it has been informed by OWNER of and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE 20

DISPUTE RESOLUTION

20.1 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of CONSULTANT with full decision-making authority and by OWNER'S staff person who would make the presentation of any settlement reached during negotiations to OWNER for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of CONSULTANT with full decision-making authority and by OWNER'S staff person who would make the presentation of any settlement reached at mediation to OWNER'S board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

20.2 Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

ARTICLE 21

IMMIGRATION LAW COMPLIANCE

21.1 By executing and entering into this agreement, the Consultant is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations

relating thereto, as either may be amended. Failure by the Consultant to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement for "Professional Services: Architect and Engineering" the day and year first written above.

ATTEST:

Dwight E. Brock, Clerk.

By: [Signature]

Date: March 11, 2014

Attest as to Chairman's signature only.

Approved as to Form and Legality

[Signature]
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS FOR COLLIER COUNTY, FLORIDA,

By: [Signature]
Tom Henning, Chairman

Hole Montes, Inc.

By: [Signature]
GEORGE H. HERMANSON

SENIOR VICE PRESIDENT/PRINCIPAL
Typed Name and Title

[Signature]
Witness
JOHN WOLSKI - SECRETARY/TREASURER

Typed Name and Title

[Signature]
Witness
W. TERRY COLE - VICE PRESIDENT

Typed Name and Title

SCHEDULE A

WORK ORDER/PURCHASE ORDER

Contract **13-6164 "Professional Services: Architect and Engineering"**
Contract Expiration Date: _____, 201

This Work Order is for professional (describe) services for work known as:

Project Name:
Project No:

The work is specified in the proposal dated _____, 201__ which is attached hereto and made a part of this Work Order. In accordance with Terms and Conditions of the Agreement referenced above, this Work Order/Purchase Order is assigned to: Name of Firm

Scope of Work: As detailed in the attached proposal and the following:

- * Task I
- * Task II
- * Task III

Schedule of Work: Complete work within _____ days from the date of the Notice to Proceed which is accompanying this Work Order. The Consultant agrees that any Work Order that extends beyond the expiration date of Agreement # 13-6164 will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of this Work Order.

Compensation: In accordance with the Agreement referenced above, the County will compensate the Firm in accordance with following method(s): Negotiated Lump Sum (NLS) Lump Sum Plus Reimbursable Costs (LS+RC) Time & Material (T&M) (established hourly rate – Schedule B) Cost Plus Fixed Fee (CPFF), (define which method will be used for which tasks) as provided in the attached proposal.

Task I	\$.
Task II	\$.
Task III	\$.
TOTAL FEE	\$ _____

PREPARED BY: _____ Date _____
Name and Title

APPROVED BY: _____ Date _____
(Dept Name) , Department Director

APPROVED BY: _____ Date _____
type name, Division Administrator

ACCEPTED BY: (Company Name) _____ Date _____
Name & Title of Authorized Company Officer

SCHEDULE B: RATE SCHEDULE

Title	Standard Hourly Rate
Principal	\$ 206.00
Senior Project Manager	\$ 172.00
Project Manager	\$ 147.00
Senior Engineer	\$ 157.00
Engineer	\$ 123.00
Senior Inspector	\$ 96.00
Inspector	\$ 76.00
Senior Planner	\$ 139.00
Planner	\$ 110.00
Senior Designer	\$ 114.00
Designer	\$ 94.00
Environmental Specialist	\$ 109.00
Senior Environmental Specialist	\$ 134.00
Scientist/Geologist	\$ 93.00
Senior Scientist/Geologist	\$ 118.00
Marine Biologist/Hydrogeologist	\$ 110.00
Senior Marine Biologist/Hydrogeologist	\$ 138.00
Senior GIS Specialist	\$ 139.00
GIS Specialist	\$ 102.00
Clerical/Administrative	\$ 62.00
Senior Technician	\$ 85.00
Technician	\$ 72.00
Surveyor and Mapper	\$ 120.00
CADD Technician	\$ 81.00
Survey Crew - 2 man	\$ 130.00
Survey Crew - 3 man	\$ 161.00
Survey Crew - 4 man	\$ 189.00
Senior Architect	\$ 154.00
Architect	\$ 121.00

This list is not intended to be all inclusive. Hourly rates for other categories of professional, support and other services shall be mutually negotiated by Collier County and firm on a project by project basis as needed.

SCHEDULE C
INSURANCE COVERAGE

(1) The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If CONSULTANT has any self-insured retentions or deductibles under any of the below listed minimum required coverages, CONSULTANT must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be CONSULTANT'S sole responsibility.

(2) The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.

(3) Coverages shall be maintained without interruption from the date of commencement of the Services until the date of completion of all Services required hereunder or as specified in this Agreement, whichever is longer.

(4) Simultaneously with the execution and delivery of this Agreement by CONSULTANT, CONSULTANT has delivered properly executed Certificates of insurance (3 copies) acceptable to the OWNER evidencing the fact that CONSULTANT has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to OWNER, on a timely basis, if requested by OWNER. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or

allowed to expire until at least thirty (30) days prior written notice has been given to the OWNER. CONSULTANT shall also notify OWNER, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONSULTANT from its insurer, and nothing contained herein shall relieve CONSULTANT of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by CONSULTANT hereunder, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

(5) All insurance coverages of the CONSULTANT shall be primary to any insurance or self insurance program carried by the OWNER applicable to this Agreement.

(6) The acceptance by OWNER of any Certificate of Insurance pursuant to the terms of this Agreement does not constitute approval or agreement by the OWNER that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.

(7) CONSULTANT shall require each of its subconsultants to procure and maintain, until the completion of the subconsultant's services, insurance of the types and to the limits specified in this Section except to the extent such insurance requirements for the subconsultant are expressly waived in writing by the OWNER.

(8) Should at any time the CONSULTANT not maintain the insurance coverages required herein, the OWNER may terminate the Agreement and any Work Orders issued pursuant to the Agreement or at its sole discretion shall be authorized to

purchase such coverages and charge the CONSULTANT for such coverages purchased. If CONSULTANT fails to reimburse OWNER for such costs within thirty (30) days after demand, OWNER has the right to offset these costs from any amount due CONSULTANT under this Agreement or any other agreement between OWNER and CONSULTANT. The OWNER shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the OWNER to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

(9) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Services required hereunder or termination of the Agreement or any Work Order, the CONSULTANT shall furnish to the OWNER, in triplicate, renewal or replacement Certificate(s) of Insurance not later than three (3) business days after the renewal of the policy(ies). Failure of the Contractor to provide the OWNER with such renewal certificate(s) shall be deemed a material breach by CONSULTANT and OWNER may terminate the Agreement or any subsequently issued Work Order for cause.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Required by this Agreement? Yes No

(10) Workers' Compensation and Employers' Liability Insurance shall be maintained by the CONSULTANT during the term of this Agreement for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. The amounts of such insurance shall not be less than:

a. Worker's Compensation - Florida Statutory Requirements

b. Employers' Liability (check one, if applicable)

\$100,000 Each Accident
\$500,000 Disease Aggregate
\$100,000 Disease Each Employee

\$1,000,000 Each Accident
\$1,000,000 Disease Aggregate
\$1,000,000 Disease Each Employee

(11) The insurance company shall waive all claims rights against the OWNER and the policy shall be so endorsed.

(12) United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of Services under a specific Work Order.

(13) Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of Services under a specific Work Order.

COMMERCIAL GENERAL LIABILITY

Required by this Agreement? Yes No

(14) Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by the CONSULTANT. Coverage will include, but not be limited to, Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations and Products and Completed Operations Coverage. Products and Completed Operations coverage shall be maintained for a period of not less than

five (5) years following the completion and acceptance by the OWNER of the work under this Agreement. Limits of Liability shall not be less than the following:

<input type="checkbox"/>	General Aggregate	\$300,000
	Products/Completed Operations Aggregate	\$300,000
	Personal and Advertising Injury	\$300,000
	Each Occurrence	\$300,000
	Fire Damage	\$ 50,000
<input type="checkbox"/>	General Aggregate	\$500,000
	Products/Completed Operations Aggregate	\$500,000
	Personal and Advertising Injury	\$500,000
	Each Occurrence	\$500,000
	Fire Damage	\$ 50,000
<input checked="" type="checkbox"/>	General Aggregate	\$1,000,000
	Products/Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage	\$ 50,000

(15) The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from premises owned by or rented to you." Applicable deductibles or self-insured retentions shall be the sole responsibility of CONSULTANT. Deductibles or self-insured retentions carried by the CONSULTANT shall be subject to the approval of the Risk Management Director or his designee.

(16) The OWNER, Collier County Government, shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the OWNER.

(17) Coverage shall be included for explosion, collapse or underground property damage claims.

(18) Watercraft Liability coverage shall be carried by the CONSULTANT or the SUBCONSULTANT in limits of not less than the Commercial General Liability limit shown in subparagraph (1) above if applicable to the completion of Services under a specific Work Order.

(19) Aircraft Liability coverage shall be carried by the CONSULTANT or the SUBCONSULTANT in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under a specific Work Order.

AUTOMOBILE LIABILITY INSURANCE

Required by this Agreement? Yes No

(20) Automobile Liability Insurance shall be maintained by the CONSULTANT for the ownership, maintenance or use of any owned, non-owned or hired vehicle with limits of not less than:

Bodily Injury & Property Damage - \$ 500,000

Bodily Injury & Property Damage - \$1,000,000

UMBRELLA LIABILITY

(21) Umbrella Liability may be maintained as part of the liability insurance of the CONSULTANT and, if so, such policy shall be excess of the Employers' Liability, Commercial General Liability, and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis.

(22) The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance.

PROFESSIONAL LIABILITY INSURANCE

Required by this Agreement? Yes No

(23) Professional Liability Insurance shall be maintained by the CONSULTANT to insure its legal liability for claims arising out of the performance of professional services under this Agreement. CONSULTANT waives its right of recovery against OWNER as to any claims under this insurance. Such insurance shall have limits of not less than:

- \$ 500,000 each claim and in the aggregate
- \$1,000,000 each claim and in the aggregate
- \$2,000,000 each claim and in the aggregate
- \$5,000,000 each claim and in the aggregate

(24) Any deductible applicable to any claim shall be the sole responsibility of the CONSULTANT. Deductible amounts are subject to the approval of the OWNER.

(25) The CONSULTANT shall continue this coverage for a period of not less than five (5) years following completion of all Services authorized under this Agreement.

(26) The policy retroactive date will always be prior to the date services were first performed by CONSULTANT or OWNER under this Agreement, and the date will not be moved forward during the term of this Agreement and for five years thereafter.

CONSULTANT shall promptly submit Certificates of Insurance providing for an unqualified written notice to OWNER of any cancellation of coverage or reduction in limits, other than the application of the aggregate limits provision. In addition, CONSULTANT shall also notify OWNER by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONSULTANT from its insurer. In the event of more than a twenty percent (20%) reduction in the aggregate limit of any policy, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. CONSULTANT shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by OWNER.

VALUABLE PAPERS INSURANCE

(27) In the sole discretion of the County, on a work order by work order basis, CONSULTANT may be required to purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

PROJECT PROFESSIONAL LIABILITY

(28) If OWNER notifies CONSULTANT that a project professional liability policy will be purchased, then CONSULTANT agrees to use its best efforts in cooperation with OWNER and OWNER'S insurance representative, to pursue the maximum credit available from the professional liability carrier for a reduction in the

premium of CONSULTANT'S professional liability policy. If no credit is available from CONSULTANT'S current professional policy underwriter, then CONSULTANT agrees to pursue the maximum credit available on the next renewal policy, if a renewal occurs during the term of the project policy (and on any subsequent professional liability policies that renew during the term of the project policy). CONSULTANT agrees that any such credit will fully accrue to OWNER. Should no credit accrue to OWNER, OWNER and CONSULTANT, agree to negotiate in good faith a credit on behalf of OWNER for the provision of project-specific professional liability insurance policy in consideration for a reduction in CONSULTANT'S self-insured retention and the risk of uninsured or underinsured consultants.

(29) CONSULTANT agrees to provide the following information when requested by OWNER or OWNER'S Project Manager:

- a. The date the professional liability insurance renews.
- b. Current policy limits.
- c. Current deductibles/self-insured retention.
- d. Current underwriter.
- e. Amount (in both dollars and percent) the underwriter will give as a credit if the policy is replaced by an individual project policy.
- f. Cost of professional insurance as a percent of revenue.
- g. Affirmation that the design firm will complete a timely project errors and omissions application.

(30) If OWNER elects to purchase a project professional liability policy, CONSULTANT to be insured will be notified and OWNER will provide professional liability insurance, naming CONSULTANT and its professional subconsultants as named insureds.

SCHEDULE D
TRUTH IN NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, **Hole Montes, Inc.** hereby certifies that wages, rates and other factual unit costs supporting the compensation for the services of the CONSULTANT to be provided under the Professional Services Agreement, concerning "**Professional Services: Architect and Engineering**" are accurate, complete and current as of the time of contracting.

Hole Montes, Inc.

BY: 

GEORGE H. HERMANSON

TITLE: ~~SENIOR VICE PRESIDENT/PRINCIPAL~~

DATE: 2/13/2014

EXHIBIT 9.

Naples Daily News

NaplesNews.com

Published Daily
Naples, FL 34110

Affidavit of Publication

State of Florida
Counties of Collier and Lee

Before the undersigned they serve as the authority, personally appeared Natalie Zollar who on oath says that she serves as **Inside Sales Manager** of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Customer	Ad Number	Copyline	P.O.#
HACIENDA LAKES CDD	1819466	BOARD OF SUPERVISORS	

Pub Dates
November 13, 2017

Natalie Zollar

(Signature of affiant)

Sworn to and subscribed before me
This November 13, 2017



Karol E Kangas

(Signature of affiant)

Classified

CONTACT US

Placing
Classified Ads
has never been easier!

Online:

naplesnews.com/classifieds

Fax: (239) 263-4708 or

E-Mail: classad@naplesnews.com

Please be sure to include your name, address and daytime phone number. We will call you to confirm receipt of ad.

Phone:

General Classified and Real Estate:

(239) 263-4700 or 1-877-263-6047

Recruitment: (239) 263-4841

Mail: Naples News Classified Dept.

1100 Immokalee Rd.
Naples, FL, 34110

Publisher of:

Naples Daily News
PART OF THE USA TODAY NETWORK

Community Papers:

the banner

collier citizen

marco eagle

In partnership with:

Naples Daily News
PART OF THE USA TODAY NETWORK

MONSTER

FIND BETTER

Classified Deadlines:

Naples Daily News

Tuesday - Saturday Editions

2PM, one day prior

Sunday and Monday Editions

5PM Friday

Free Merchandise Ads

We offer FREE classified ads for non-commercial items \$100 or less (the price must appear in the ad), 1 free ad per week, ads are 3 lines, run for 7 days, and the item will run one time as a free ad. These ads are not processed by phone. E-mail classad@naplesnews.com or mail to: Free Ads 1100 Immokalee Road Naples, FL 34110.

Real Estate For Sale By Owner Special - \$195

Nine line ad, 14 days in Naples Daily News, all community publications, NaplesNews.com and Topads.

Policy: Naples Daily News reserves the right to correctly classify and edit all copy or to reject or cancel any advertisement at any time. All ads placed by phone are read back to the advertiser at the time of placement, e-mail verification provided to advertisers who provide e-mail addresses. Only standard abbreviations are accepted. Classified ads are pre-paid unless prior credit approval is established.

Corrections: Please check your ad for errors on the first day it appears. Naples Daily News will not be responsible for incorrect ads after the first day of publication.

Personal Watercraft

#2 3P 2006 SEA-DOO RXJ Jet Skis, Top speed 65-75mph; 75 hrs. with trailer, + 5p raft. \$9800. (239)222-9081.

Recreational Storage

OWN YOUR COVERED RV &/ OR BOAT PARKING SPACE! www.hideawayrvcondos.com MIKE PRICE 239-340-0665 Germain Properties of Naples
STORAGE: MOTORHOMES RVs, boat, auto. Covered available. (239)643-0447

Transportation

Classic Cars

CHEVROLET CORVETTE 1984. Silver int., chrome engine, Showroom Cond! In Naples, call (440)554-5215.



PORSCHE 356-912 Wanted; By private local buyer. Running or not. (239)206-3110

Automobiles for Sale

'07 CHRYSLER 300C Limited Edition, 25K mi. All options, black/beige interior. Exc. cond. \$10K (239)947-6042

2002 MERCURY SABLE 118,500 mi. white/gray. Must Sell \$1,200. (610)792-3032.

DODGE JOURNEY 2017. Silver All power, great cond. 20K mi. \$15K/obo. 239-465-3746.

Sports and Imports

'07 CHRYSLER CROSSFIRE Conv. 6 speed. 34K mi. Like new. Red/black \$10,500. obo (607)-368-2005 in Naples

1991 MERCEDES-BENZ 190E 1 owner; only 90K miles! Needs some work. \$1700 or best offer. (508)789-1739, Naples

1996 PORSCHE 993 C4S 14K miles, Arena Red. \$149,900. (239)269-7713.

1997 JAGUAR XK8 Convertible, 67K miles, like new! \$14,000. Call (732)320-5047.

1998 ASTON MARTIN DB7 Conv. Collector car 3K mi. \$49,900 (239)269-7713.

2008 CORVETTE COUPE 3LT +251 pkg. Auto. Velocity yellow, \$14K in options, 2.5 yrs. remain on Warranty, garage kept, Showroom cond. 14,174 mi. \$29,500 (718)820-3611

2003 NISSAN SENTRA 126K miles, well maintained, runs great, needs paint. \$1,000. (239)209-2818

2011 MASERATI Granturismo S Coupe, Lt Blue/Ivory, 23K mi; Recent Service, Perfect! \$49,995. (239)331-7731

2014 MASERATI GHIBLI Q4 16,300 miles, white, black interior, very good condition. \$40,500. (314)409-8466

'99 MERCEDES DIESEL 240K mi. Taupe. One Owner \$2,800. (239)273-4104

BENTLEY ARNAGE T 2003. Mulliner Edition. 31K mi. \$39,900 (239)269-7713.

PORSCHE 993 C2S - 1998. 3K miles, white, investment car, \$189,000. (239)269-7713.

Sport Utility Vehicles

2016 VOLVO XC90 19K mi. T6 Momentum, 3rd row, white/tan, Perfect condition. \$48,000. (239)293-1985.

Motorcycles/Mopeds

ADULT MINI ELECTRIC SCOOTER. Great condition. Perfect gift! \$500. (314)406-5915

Trucks

'00 DODGE DAKOTA Black/black, Runs Great \$3,400 obo (239)398-5935

Vans

'08 FORD ECONOLINE E250 12 Passenger, 80K mi. \$10K Good work van (239)269-2710

'15 CHRYSLER T&C Touring L, all options, warranty, immaculate, 30K mi. red, \$19,550 (239)304-0006

CHRYSLER TOWN & COUNTRY 2010. 200K miles. Runs well. \$3K/obo. (239) 465-3746.

DODGE GRAND CARAVAN 2014. Wheelchair Van with 10" lowered fir, ramp & tie downs. (239)494-8267

Classic Cars

1974 MGB 68K miles, British racing green, 4 speed w/ OD; excellent condition, show-car!! \$10,500. (239)992-7752.

Trailers

PROWLER TRAVEL TRAILER used for storage; complete w/ contents! \$700. 571-6996

Vehicles Wanted

AA+ TOP DOLLAR PAID! for Classics Cars, Muscle Cars, & Sports Cars. (239)221-3000

ABSOLUTELY ALL AUTOS - Wanted! Dead or Alive Top \$ FREE PICK UP! 239-265-6140

CORVETTES WANTED Top dollar. Cash today. Call 941-809-3660 or 941-923-3421

STEARNS MOTORS MOST TRUSTED BUYER Since 1977. All Vehicles wanted Rod or Jim (239)774-7360

WE BUY CARS, TRUCKS, SUVs, Etc. Anything from \$1,000 thru \$100,000. Please call Sam (239)595-4021

Announcements

Meetings

FAMILIES ANONYMOUS, a support group for friends and families of those suffering with addiction, meets at 7 pm Wednesdays at Moorings Presbyterian Church, 791 Harbour Drive, and will gather in Moss Hall South, until further notice.

Personals

ST. JUDE, THANK YOU FOR ANSWERING ALL MY PRAYERS. JEANNE B.

Legals

Public Notices

BOARD OF SUPERVISORS MEETING DATES HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2017-2018

The Board of Supervisors of the Hacienda Lakes Community Development District will hold their regular meetings for Fiscal Year 2017-2018 at the offices of Coleman, Yovanovich & Koester, PA, 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 at 9:00 a.m. unless otherwise indicated as follows:

November 20, 2017
December 18, 2017
January 22, 2018*
February 26, 2018*
March 19, 2018
April 16, 2018
May 21, 2018
June 18, 2018
July 16, 2018
August 20, 2018
September 17, 2018

*-Moved one week later due to national holidays.

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
November 13, 2017 No.1819466

CITY OF MARCO ISLAND, FLORIDA
NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS

The City Council of Marco Island, Florida (the "Council"), hereby provides notice, pursuant to Section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem assessments for more than one year to be levied within the area encompassed by the City boundaries, for the cost of providing capital infrastructure and essential services necessary to advance the purposes of the City including, but not limited to, the provision or recovery of expenditures associated with water and wastewater facilities and improvements, waterway and canal refurbishment and maintenance, roads, streets, bridges, drainage or other transportation improvements and/or facilities, certain park and recreation services and/or facilities, and fire protection and suppression services and/or facilities. The Council will consider the adoption of a resolution electing to use the uniform method of collecting such assessments commencing in November, 2018, as authorized by Section 197.3632, Florida Statutes, which will allow the assessments to be collected annually, commencing in November 2018, in the same manner as provided for ad valorem taxes. The resolution will be considered at a public hearing to be held at 5:30 p.m. EST, December 6, 2017, at the Community Meeting Room, 51 Bald Eagle Drive, Marco Island, Florida 34145. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution are on file at Marco Island City Hall, 50 Bald Eagle Drive, Marco Island, Florida. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the Council with respect to any matter relating to the consideration of the resolution at the referenced public hearing, a record of the

Public Notices

proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in such public hearing should contact the City Clerk at (239) 389-5010 at least forty-eight (48) hours prior to the date of the public hearing. City Council of Marco Island, Florida. November 6, 13, 20, 27, 2017 No.1792153

NOTICE By The City of Naples of The City's intent to use the Uniform Method of Collection of Non Ad Valorem Assessments

The City of Naples Florida (the "City") hereby provides notice pursuant to Section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem assessments to be levied within the City. The City Council will conduct a public hearing during the regularly scheduled Council meeting on November 15, 2017 in the Council Chambers at 735 8th Street South, Naples Florida. The purpose of the public hearing is to consider the adoption of a resolution authorizing the City to use the uniform method of collecting non-ad valorem assessments for the purpose(s) of constructing, acquiring, making, maintaining, operating, and equipping infrastructure improvements to serve the City's Utility Service Area, including, but not limited to, a sanitary sewer collection system and wastewater treatment capacity improvements for the areas of Gulf Acres described as all of Block B and the North 150 feet of undivided Block A of Oak Knoll as shown on the plat thereof recorded in Plat Book 4 at Page 42, together with All of Blocks C, D, E, F & G of North Naples Highlands as shown on the plat thereof recorded in Plat Book 3 at Page 12, together with Lots 1 through 59 of Caribe Woods as shown on the plat thereof recorded in Plat Book 4 at Page 66, together with all of Blocks C, F, G, H and I, Lots 1 through 21 of Block D, Lots 2 through 11 of Block E and Lots 2, 4, 5, 6, and the East 140 feet of Lot 3, Block B of Gulf Acres as shown on the plat thereof recorded in Plat Book 1, Page 111 together with a portion of Lot 75 of Naples Improvement Company's Little Farms as shown on the plat thereof recorded in Plat Book 2 at Page 2, all being of the Public Records of Collier County, Florida to include all roadways that fall within the described boundary, and the areas of Rosemary Heights described as all of Lots 8 through 39 of Rosemary Heights as shown on the plat thereof recorded in Plat Book 2 at Page 83 together with Lots 52 through 139 of Rosemary Heights Addition as shown on the plat thereof recorded in Plat Book 1 at Page 78 together with the West 190 feet of the East 290 feet of the North half of Lot 82 of Naples Improvement Company's Little Farms as shown on the

Public Notices

plat thereof recorded in Plat Book 2 at Page 2, together with all of Ridge Commercial as shown on the plat thereof being recorded in Plat Book 21 at Page 73, all being of the Public Records of Collier County, Florida to include all roadways that fall within the described boundary. The proposed form of resolution is on file at the Office of the City Clerk, 735 Eighth Street South, Naples, Florida.

The City intends to use the uniform method of collection for a period of more than one year. Interested parties may appear at the public hearing to be heard regarding the use of the uniform ad valorem method of collecting such non-ad valorem assessments. If any person decides to appeal any decision made with respect to any matter considered at this public hearing such person will need a record of proceedings, and for such purpose such person may need to ensure that a verbatim record of the proceedings is made at their own expense and that such record includes the testimony and evidence on which the appeal is based. October 23, 30, November 6, & 13, 2017 No.1797908

There's
no place
like...here!

Real Estate



Request for Bids

Invitation to Submit a Bid

Collier County hereby advertises on November 13, 2017 Solicitation #17-7228 Pine Ridge Rd. Intersection Improvements at Logan Blvd. and Airport Pulling Rd. A non-mandatory pre-bid meeting will be held on November 29, 2017 at 2:00 p.m. Naples local time at Collier County Procurement Services Division, 3295 Tamiami Trail East, Naples, FL Conference room A. All sealed bids must be submitted electronically no later than December 14, 2017 at 2:30 PM Naples local time. Bidding documents including specifications and plans may only be obtained at www.colliergov.net/purchasing. Interested parties may call 239-252-8944 for more details and information in the Online Bidding System. November 13, 2017 No.1821487

Notice Of Sale

NOTICE OF SALE

NOTICE IS HEREBY GIVEN that the undersigned intends to sell the personal property described below to enforce a lien imposed on said property under The Florida Self Storage Facility Act Statutes (Section 83.801-83.809). The undersigned will sell at public sale by competitive bidding on Friday, the 17th day of November 2017, at 10:30 AM, on the premises where said property has been stored and which are located at Olde Naples Self Storage, 275 Goodlette Rd., Naples FL 34102, the following:
Name: Unit # Contents:
Brian Stuber 02146 Dolls and household goods

Purchases must be paid for at the time of purchase by cash only. All purchased items are sold as is, where is, and must be removed at the time of the sale. Sale is subject to cancellation in the event of settlement between owner and obligated party. Dated this 2 November 2017. November 6, 13, 2017 No.1813066

Notice Of Sale

Notice Of Sale

Notice of Sheriff's Sale Rescheduled due to Hurricane Irma

NOTICE IS HEREBY GIVEN that pursuant to an EXECUTION issued in the Circuit Court of Collier County, Florida, on the 27th day of June, 2017, in the cause wherein CAVALRY PORTFOLIO SERVICES, LLC AS ASSIGNEE OF CAVALRY SPV I, LLC AS ASSIGNEE OF PRIMUS AUTO FIN. SVCS., plaintiff(s) and GEORGINA ROJAS AND MIGUEL ROJAS, defendant(s), case no. 073381CA, in said court; I, Kevin J. Rambosk, as Sheriff of Collier County, Florida, have levied upon all the right, title and interest of the defendant(s), GEORGINA ROJAS AND MIGUEL ROJAS, in and to the following described Personal property to-wit:

2009 CHEVROLET/TAHOE LT
COLOR: GRAY
VIN# 1GNEC233X9R279987
TAG#M743VX

And on the 4th day of December, 2017, at the Collier County Sheriff's Office 3319 Tamiami Trail East, Naples, FL 34112 at the hour of 10:00 AM, or shortly thereafter, I will offer for sale all of the defendant(s), GEORGINA ROJAS AND MIGUEL ROJAS, right, title, and interest in aforesaid property at public outcry and will sell same, subject to all prior liens, encumbrances and judgments, if any, to the highest and best bidder for CASH IN HAND. The proceeds to be applied as far as may be to the payment of costs and the satisfaction of the above described execution. Vehicle may be seen at Bald Eagle Towing 3880 Enterprise Avenue, Naples, FL 34104.

Kevin J. Rambosk, as Sheriff
Collier County Florida
by: /s/L.A. Wehrheim, Deputy Sheriff

Dates Advertised: 10/30/2017, 11/6/2017, 11/13/2017, 11/20/2017

In accordance with the American with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact Becky Adams, Judicial Process Manager, whose office is located at Collier County Sheriff's Office, 3319 Tamiami Trail E, Naples, FL 34112, telephone: 239-252-0880, at least seven days prior to the proceeding; if hearing impaired, (TDD) 1-800-955-8771, or Voice (V) 1-800-955-8770, via Florida Relay Service.

No.1799459