

**FRONTERRA COMMUNITY DEVELOPMENT DISTRICT**  
**Suite 100, 707 Orchid Drive**  
**Naples, FL 34102#**

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August 8, 2017

Board of Supervisors  
Fronterra Community Development District

Dear Board Members:

The Regular Meeting and Budget Public Hearing of the Board of Supervisors of the Fronterra Community Development District will be held on **August 8, 2017 at 1:30 p.m.**, at the **Barron Collier Companies offices, 2600 Golden Gate Parkway, Naples, Florida 34105**. The Regular Board Meeting agenda is as follows:

1. Call to Order/Roll Call
2. Public Comment Period

**GENERAL DISTRICT ITEMS**

None to be considered at this time

**ADMINISTRATIVE MATTERS**

3. Consideration of June 6, 2017 Regular Meeting Minutes Exhibit 1

**ORGANIZATIONAL MATTERS**

None to be considered at this time

**CONSTRUCTION RELATED MATTERS**

4. Consideration of BC Naples Cost Share Agreement Exhibit 2
5. Construction Contract Management Update

**BUDGETARY MATTERS**

6. Consideration of July, 2017 Financial Statements Exhibit 3

7. Open Public Hearing
8. Public Comment
9. Consideration of Resolution 2017-38. Adoption and Appropriation  
of FY 2017-2018 Budget Exhibit 4
10. Close Public Hearing
11. Consideration of FY 2017-2018 Budget Developer Funding Agreement Exhibit 5
12. Consideration of Establishment of Audit Committee

#### **FINANCING MATTERS**

None to be considered at this time

#### **OTHER MATTERS**

13. Staff Reports
  - A. District Manager
    1. Website Update
    2. Pepper Parcel Survey Agreement Exhibit 6
  - B. District Counsel
  - C. District Engineer
14. Board Member Comments/Requests
15. Public Comments
16. Adjournment

# EXHIBIT 1

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

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4  
5  
6 **MINUTES OF MEETING**

7  
8 **Board of Supervisors Meeting**  
9 **Thursday, June 6, 2017, 1:35 p.m.**  
10 **2600 Golden Gate Parkway**  
11 **Naples, FL 34105**

12  
13 Present and constituting a quorum were:

- |    |              |              |
|----|--------------|--------------|
| 14 |              |              |
| 15 | David Genson | Board Member |
| 16 | Brian Goguen | Board Member |
| 17 | John English | Board Member |
| 18 | Jaime Lopez  | Board Member |

19  
20 Absent was:

- |    |            |              |
|----|------------|--------------|
| 21 |            |              |
| 22 | Mike Levak | Board Member |

23  
24 Also present were:

- |    |                |  |
|----|----------------|--|
| 25 |                |  |
| 26 | Russ Weyer     | District Manager, Real Estate Econometrics, Inc. |
| 27 | Lindsay Whelan | District Counsel, Hopping Green & Sams, P.A.     |
| 28 | Dave Robson    | District Engineer, Johnson Engineering, Inc.     |

29  
30  
31 **FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

32  
33 Mr. Weyer called the meeting to order and proceeded with the roll call. The members in  
34 attendance are as outlined above. Mr. Weyer noted that the meeting was advertised  
35 appropriately.  
36  
37

1 **SECOND ORDER OF BUSINESS**

**Public Comments**

2  
3 Mr. Weyer noted that the Florida Statutes require that there be an opportunity for Public  
4 Comment.

5  
6 There were no public comments

7  
8 **THIRD ORDER OF BUSINESS**

**General District Items**

9  
10 There were no general District items to be considered.

11  
12  
13 **FOURTH ORDER OF BUSINESS**

**Administrative Matters**

14  
15 **1. Consideration of the April 26, 2017 Regular Meeting Minutes.**

16  
17 There was no Board Discussion.

18  
19 On MOTION by Mr. Goguen and seconded by Mr. Genson with all in favor, the Board of  
20 Supervisors of the Fronterra Community Development District approved the minutes of the April  
21 26, 2017 Fronterra Community Development District Regular Meeting.

22  
23  
24 **FIFTH ORDER OF BUSINESS**

**Organizational Matters**

25  
26 There were no organizational matters to be considered.

27  
28  
29 **SIXTH ORDER OF BUSINESS**

**Construction-Related  
Matters**

30  
31  
32 There were no construction-related matters to be considered.

33  
34  
35 **SEVENTH ORDER OF BUSINESS**

**Budgetary Matters**

36  
37 **2. Consideration of the March 2017 Financial Statements.**

38  
39 Mr. Weyer presented the District financial statements through May 31, 2017. He said that  
40 the District is in good shape financially and the District has about \$16,000 in the general  
41 fund financially and reiterated that the system is working well with Mr. Levak. Mr.  
42 Goguen asked about what the fiscal year dates are. Mr. Goguen also asked about  
43 construction funding and how that works. Mr. Robson, Ms. Whaley and Mr. Weyer  
44 explained how that works.  
45

1 Mr. Goguen asked about what will be in the budget for next year and how will that affect  
2 the ultimate homeowner.

3  
4 Mr. Weyer also said that the bank statements have been reconciled to date and that the U.S.  
5 Bank statements are included.

6  
7 Mr. Genson noted that the plat should be recorded in July. Mr. Weyer and Ms. Whaley  
8 pointed out that this upcoming year will be a direct bill. Mr. Goguen asked that the  
9 District has the capability to recoup a portion of the assessment next year as the close.

10  
11 Mr. Robson noted the costs in the engineering line item is actually a credit since the  
12 District paid an invoice that was inadvertently sent to the District and not the Trustee for  
13 the work on the bond issuance.

14  
15 On MOTION by Mr. Genson and seconded by Mr. Goguen, with all in favor, the Board of  
16 Supervisors of the Fronterra Community Development District accepted the District financial  
17 statements through May 31, 2017.

18  
19 **3. Consideration of Resolution 2017-36 – Preliminary Adoption of FY 2017-2018**  
20 **Budget and Setting a Public Hearing**

21  
22 Mr. Weyer read the Resolution into the record. Mr. Weyer explained the various line  
23 items in the budget and how they are changing. He noted that most of the costs are  
24 located on the administrative side and minimal in the field operations side.

25  
26 On MOTION by Mr. Goguen subject to changing the date to August 8<sup>th</sup> at 1:30 p.m. and  
27 seconded by Mr. Lopez, with all in favor, the Board of Supervisors of the Fronterra Community  
28 Development District accepted Resolution 2017-37 – Preliminary Adoption of FY 2017-2018  
29 Budget and Setting a Public Hearing.

30  
31  
32 **EIGHTH ORDER OF BUSINESS**

**Financing Matters**

33  
34 There were no financing matters to be considered.

35  
36 **NINTH ORDER OF BUSINESS**

**Staff Reports**

37  
38 **6. Staff Reports**

39  
40 **A. Manager's Report –**

41  
42 Mr. Weyer said that the Supervisor of Elections letter indicating that no residents  
43 currently reside within the District boundaries is included in the agenda package.

44  
45 Mr. Weyer pointed out that the Form 1 financial statements need to be turned in  
46 by July 1.

1  
2 The County/District Interlocal Agreement has been signed by the District and the  
3 Property Appraiser and is awaiting the signature of the Tax Collector.

4  
5 Finally the Financial Disclosure document has been recorded with the County  
6 Clerk of Courts.

7  
8 Mr. Weyer had nothing further to report.

9  
10 **B. Attorney’s Report –**

11  
12 Mr. Genson asked about the transfer of the offsite parcel in that will it need a  
13 boundary survey. Ms. Whelan said the District will need a boundary survey.

14  
15 Mr. Genson asked that Mr. Robson work with Mr. David Hurst in coordinating  
16 the separation of payments between the District, private residential and the  
17 commercial entities.

18  
19 Mr. Goguen asked what the construction timetable is and to make sure that Mr.  
20 Weyer, Mr. Robson and Ms. Whelan know that schedule.

21  
22 Ms. Whelan had nothing further to report.

23  
24 **C. Interim Engineer’s Report –**

25  
26 Mr. Dobson worked with Mr. Hurst on how he identifies District costs in the  
27 various construction contracts.

28  
29  
30 **NINTH ORDER OF BUSINESS**

**Supervisors’ Requests**

31  
32 There were no supervisors’ requests.

33  
34  
35 **TENTH ORDER OF BUSINES**

**Public Comments**

36  
37 There were no public comments.





# EXHIBIT 2

**COST SHARE AGREEMENT BETWEEN  
FRONTERRA COMMUNITY DEVELOPMENT DISTRICT  
AND BC NAPLES INVESTMENTS, LLP**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between:

**FRONTERRA 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

**BC NAPLES INVESTMENTS, LLP**, a Florida limited liability partnership and the owner of certain lands adjacent to the District with a mailing address of 2600 Golden Gate Parkway, Naples, Florida 34105 (“BC Naples”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the County Commission of Collier County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements within and without its boundaries; and

**WHEREAS**, BC Naples is the developer of certain commercial property located adjacent to the boundaries of the District (hereinafter the “Commercial Parcel”) as geographically depicted on the attached **Exhibit A**, which property benefits from the District’s construction, operation and maintenance of certain roadway, stormwater management, and landscaping, hardscaping and entry improvements (collectively, the “District Improvements”); and

**WHEREAS**, the District has entered into certain contracts for the construction of the District Improvements, which agreements are as listed in the attached **Exhibit B** (hereinafter, the “Construction Contracts”); and

**WHEREAS**, a portion of the services identified in the Construction Contracts relate to the construction of private infrastructure located on the Commercial Parcel (hereinafter, the “Commercial Tasks”); and

**WHEREAS**, due to efficiencies and other benefits, the District’s Board of Supervisors (the “Board”) has determined that it is in the best interests of the District, BC Naples, and the development, for the District to oversee the entirety of the work contemplated in the Construction Contracts and to have BC Naples reimburse the District for the portion of the Construction Contracts relating to the Commercial Tasks; and

**WHEREAS**, as the Commercial Parcel benefits from the construction and operation and/or maintenance of the District Improvements, the District’s Board has additionally determined that it is in the best interests of the District, BC Naples, and the development, for BC

Naples to contribute a portion of the costs necessary for the construction and operation and/or maintenance of the District Improvements; and

**WHEREAS**, BC Naples and the District accordingly desire to enter into this Agreement to set forth the Parties' rights, duties and obligations relative to same.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**1. Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

**2. Funding of Commercial Tasks.** BC Naples agrees to make available to the District such monies as are necessary to enable the District to remit payment for the Commercial Tasks as set forth in **Exhibit B**. Such amounts shall be due within fifteen (15) days of the request by the District for the payment of same. The funds shall be placed in the District's construction account with such depository as determined by the District. Should additional Commercial Tasks be required that are not within the current scope of the Construction Contracts, the District shall be required to obtain BC Naples's written consent prior to the authorization of any such additional tasks. The costs associated from the additional Commercial Tasks, if any, shall be paid by BC Naples as set forth herein to the same extent as if such tasks were originally included within the scope of the Construction Contracts.

**3. Funding of the District Improvements.** The parties hereby acknowledge and agree that the Commercial Parcel benefits from the construction and operation and/or maintenance of the District Improvements by the District. In furtherance thereof, BC Naples shall be responsible for remitting a portion of the costs necessary for the construction and operation/maintenance of such improvements in an amount equal to five (5%) percent of the costs incurred by the District (the "Reimbursement Allocation").

**A. Construction of District Improvements.** Upon the review and approval of each requisition by the District relative to the construction of the District Improvements, the District shall promptly thereafter submit an invoice to BC Naples seeking payment of the Reimbursement Allocation relative to the cost of the construction of such infrastructure. Such amounts shall be due within thirty (30) days of the request by the District for the payment of same. The funds shall be placed in the District's construction account with such depository as determined by the District.

**B. Operation and Maintenance of District Improvements.** On an annual basis, upon the District's approval of its operating budget for the ensuing fiscal year, the District shall promptly submit an invoice to BC Naples seeking payment of the Reimbursement Allocation relative to the cost of operating and maintaining the District Improvements for such year. Such amounts shall be due within thirty (30) days of the request by the District for the payment of

same. The funds shall be placed in the District's general operating account with such depository as determined by the District.

**4. Default.** A default by either party to 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 actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

**5. Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**6. Agreement.** This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

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

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

**9. Notices.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to BC Naples:** BC Naples Investments, LLP  
2600 Golden Gate Parkway  
Naples, Florida 34105  
Attn: \_\_\_\_\_
  
- B. If to District:** Fronterra Community Development District  
707 Orchid Drive, Suite 100  
Naples, Florida 34102  
Attn: District Manager
  
- With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: Jonathan T. Johnson

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00p.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 Notice on behalf of the party he/she represents. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees 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 addressees set forth herein.

**10. Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein 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 hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto 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 herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

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

**12. Controlling Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**13. Effective Date.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**14. Public Records.** BC Naples 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 are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

**15. Counterparts.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[Continued on Next Page]

**IN WITNESS WHEREOF**, the parties execute this Agreement to be effective the day and year first written above.

Attest:

**FRONTERRA COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**BC NAPLES INVESTMENTS, LLP**, a Florida  
limited liability partnership  
By: Barron Collier Management, LLC  
Its Authorized Agent

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Brian Goguen, Chief Operating Officer

\_\_\_\_\_  
Witness

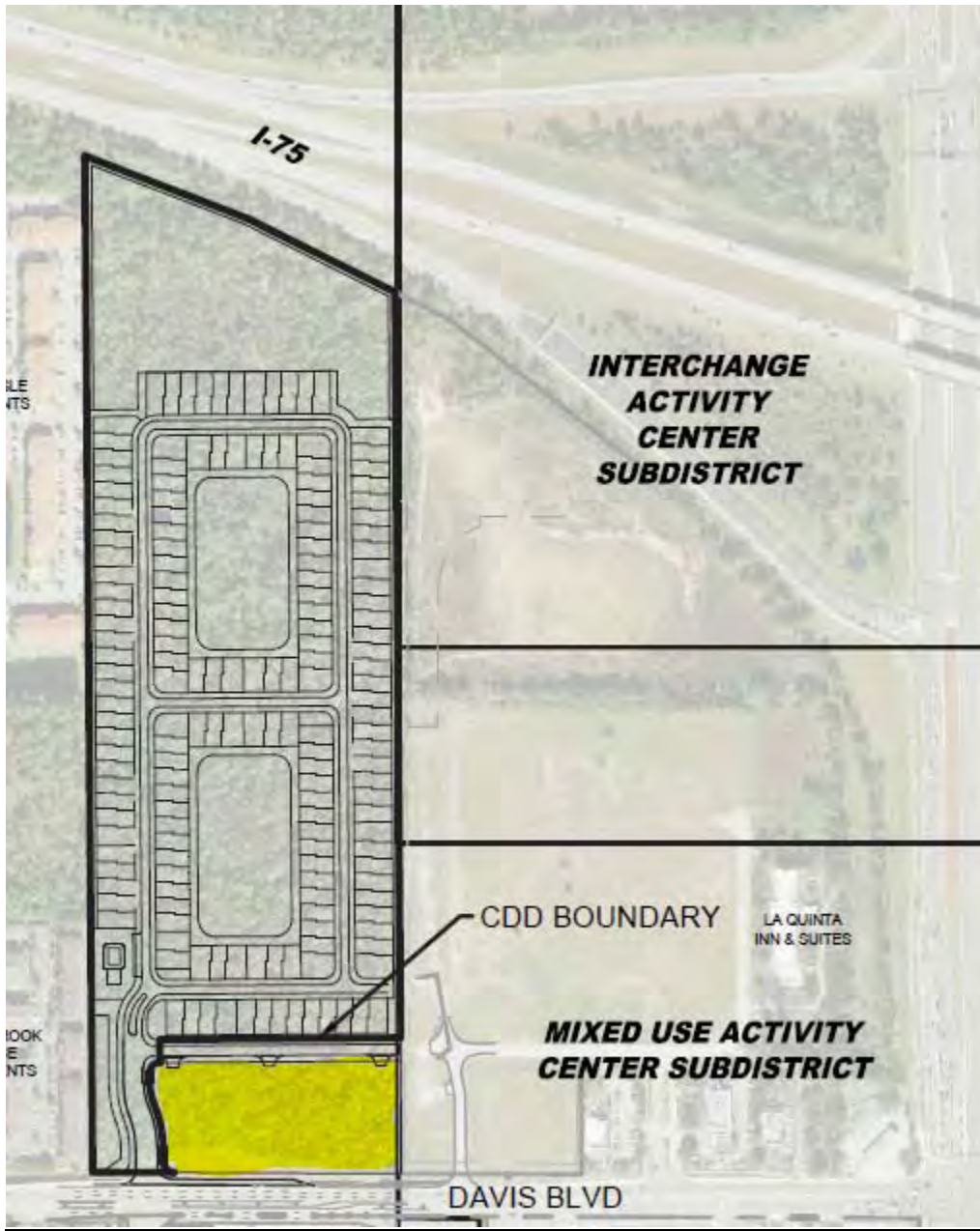
\_\_\_\_\_  
Brad Boaz, Chief Financial Officer

**Exhibit A:** Description of the Commercial Parcel

**Exhibit B:** List of the Construction Contracts

**Exhibit A**

Geographic Description of Commercial Parcel



**Exhibit B**

List of Construction Contracts

<b><u>Contractor</u></b>	<b><u>Services Provided</u></b>	<b><u>Agreement Date</u></b>	<b><u>Agreement Amount</u></b>
Earth Tech Enterprises	Earthwork and Paving- Phase 1 and Commercial	2/1/2017	\$475,684.95
Jensen Underground Utilities	Drainage, Potable Water, Sanitary Sewer and Irrigation	2/1/2017	\$1,624,800.40



# EXHIBIT 3

**Fronterra Community Development District**  
**Cash Flow**  
October 2016 through July 2017

	<u>Oct '16 - Jul 17</u>
<b>Income</b>	
Off Roll Assessments	73,134.00
<b>Total Income</b>	<u>73,134.00</u>
<b>Gross Profit</b>	73,134.00
<b>Expense</b>	
Administrative	
Bank Fees	227.24
Engineering Services	2,126.25
Insurance- General Liability	4,069.00
Legal Advertising	14,332.30
Legal Services	23,599.47
Management Consulting Services	22,099.47
Office Expense	13.58
<b>Total Administrative</b>	<u>66,467.31</u>
<b>Total Expense</b>	<u>66,467.31</u>
<b>Net Income</b>	<u><u>6,666.69</u></u>

**Fronterra Community Development District**  
**Balance Sheet**  
As of July 31, 2017

	<b>Jul 31, 17</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1Cash	12,975.95
<b>Total Checking/Savings</b>	12,975.95
<b>Total Current Assets</b>	12,975.95
<b>TOTAL ASSETS</b>	<b>12,975.95</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Account Payable 201	6,309.26
<b>Total Accounts Payable</b>	6,309.26
<b>Total Current Liabilities</b>	6,309.26
<b>Total Liabilities</b>	6,309.26
<b>Equity</b>	
<b>Net Income</b>	6,666.69
<b>Total Equity</b>	6,666.69
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>12,975.95</b>

**FRONTERRA COMMUNITY DEVELOPMENT DISTRICT**  
**O&M GENERAL FUND**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**FOR THE PERIOD ENDING July 31, 2017**

	<u>APPROVED BUDGET</u>	<u>ACTUAL YEAR-TO-DATE</u>	<u>YTD VARIANCE FAVORABLE (UNFAVORABLE)</u>
REVENUES			
ON-ROLL ASSESSMENTS			
OFF-ROLL ASSESSMENTS	\$ 118,225	\$ 73,134	\$ 45,091
INTEREST REVENUE			
MISCELLANEOUS REVENUE			
<b>TOTAL REVENUES</b>	<b>\$ 118,225</b>	<b>\$ 73,134</b>	<b>\$ 45,091</b>
EXPENDITURES			
<b>ADMINISTRATIVE</b>			
BOARD OF SUPERVISORS PAYROLL			
PAYROLL TAXES			
PAYROLL SERVICE FEE			
MANAGEMENT CONSULTING SERVICES	24,000	22,000	\$ 2,000
ASSESSMENT ADMINISTRATION	8,500	-	\$ 8,500
ASSESSMENT ROLL PREPARATION			
OFFICE EXPENSE	250	113	\$ 137
BANK CHARGES	-	227	\$ (227)
O&M Methodology Development	5,000	-	\$ 5,000
AUDITING	5,000	-	\$ 5,000
INSURANCE (Liability, Property & Casualty)	5,000	4,069	\$ 931
LEGAL ADVERTISING	3,000	14,332	\$ (11,332)
REGULATORY AND PERMIT FEES	175	-	\$ 175
LEGAL SERVICES	25,000	23,599	\$ 1,401
ENGINEERING SERVICES - General	5,000	2,126	\$ 2,874
WEBSITE DESIGN & HOSTING	2,500	-	\$ 2,500
MISCELLANEOUS SERVICES			
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 83,425</b>	<b>\$ 66,467</b>	<b>\$ 16,958</b>
<b>FIELD OPERATIONS</b>			
FIELD OPERATIONS MANAGEMENT STAFF			
LANDSCAPING & FIELD MAINTENANCE	\$ 5,000	\$ -	\$ 5,000
LANDSCAPE REPLACEMENT	\$ 1,000	\$ -	\$ 1,000
LANDSCAPE MULCHING	\$ 4,000	\$ -	\$ 4,000
IRRIGATION REPAIRS	\$ 1,200	\$ -	\$ 1,200
ELECTRICITY	\$ 1,200	\$ -	\$ 1,200
WATER USE MONITORING			
ENTRY MONUMENTS MAINTENANCE	\$ 1,400	\$ -	\$ 1,400
WETLAND MONITORING	\$ 1,500	\$ -	\$ 1,500
SFWMD ERP ANNUAL REPORT	\$ 1,500	\$ -	\$ 1,500
LAKE TESTING	\$ -		
SABLE PALM CULVERTS CLEANING	\$ -		
LAKE MAINTENANCE	\$ 18,000		\$ 18,000
<b>TOTAL FIELD OPERATIONS EXPENDITURES</b>	<b>\$ 34,800</b>	<b>\$ -</b>	<b>\$ 34,800</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 118,225</b>	<b>\$ 66,467</b>	<b>\$ 51,758</b>
Balance	\$ -	\$ 6,667	\$ 6,667

6:20 PM

07/10/17

**Fronterra Community Development District**  
**Reconciliation Summary**  
**1Cash, Period Ending 06/30/2017**

	<u>Jun 30, 17</u>
<b>Beginning Balance</b>	17,747.62
<b>Cleared Transactions</b>	
Checks and Payments - 1 item	-2,070.05
Deposits and Credits - 1 item	0.00
<b>Total Cleared Transactions</b>	<u>-2,070.05</u>
<b>Cleared Balance</b>	<u>15,677.57</u>
<b>Uncleared Transactions</b>	
Checks and Payments - 2 items	-2,279.08
<b>Total Uncleared Transactions</b>	<u>-2,279.08</u>
<b>Register Balance as of 06/30/2017</b>	<u>13,398.49</u>
<b>Ending Balance</b>	13,398.49

6:20 PM

07/10/17

**Fronterra Community Development District**  
**Reconciliation Detail**  
**1Cash, Period Ending 06/30/2017**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						17,747.62
<b>Cleared Transactions</b>						
<b>Checks and Payments - 1 item</b>						
Bill Pmt -Check	06/01/2017	1019	Real Estate Econo...	X	-2,070.05	-2,070.05
<b>Total Checks and Payments</b>					-2,070.05	-2,070.05
<b>Deposits and Credits - 1 item</b>						
Bill Pmt -Check	06/20/2017	1020	Hopping Green & S...	X	0.00	0.00
<b>Total Deposits and Credits</b>					0.00	0.00
<b>Total Cleared Transactions</b>					-2,070.05	-2,070.05
<b>Cleared Balance</b>					-2,070.05	15,677.57
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 2 items</b>						
Bill Pmt -Check	06/30/2017	1022	Real Estate Econo...		-2,000.00	-2,000.00
Bill Pmt -Check	06/30/2017	1021	Naples Daily News		-279.08	-2,279.08
<b>Total Checks and Payments</b>					-2,279.08	-2,279.08
<b>Total Uncleared Transactions</b>					-2,279.08	-2,279.08
<b>Register Balance as of 06/30/2017</b>					-4,349.13	13,398.49
<b>Ending Balance</b>					<b>-4,349.13</b>	<b>13,398.49</b>



# First Florida Integrity Bank

Date 6/30/17

Page 1

FRONTERRA COMMUNITY DEVELOPMENT DISTRICT  
707 ORCHID DR STE 100  
NAPLES FL 34102

## CHECKING ACCOUNTS

PUBLIC COMMERCIAL CHECKING		Number of Enclosures	1
Accounts	XXXXXXXX4564	Statement Dates	6/01/17 thru 7/02/17
Beginning Balance	17,747.62	Days in the Statement Period	32
Deposits/Credits	.00	Average Ledger	15,742.25
1 Checks/Debits	2,070.05	Average Collected	15,742.25
Service Charge	.00		
Interest Paid	.00		
Ending Balance	15,677.57		

## CHECK IN SERIAL NUMBER ORDER

Date	Check #	Amount
6/02	1019	2,070.05

\* Denotes missing check numbers

## DAILY BALANCE INFORMATION

Date	Balance	Date	Balance
6/01	17,747.62	6/02	15,677.57

END OF STATEMENT

FRONTERRA COMMUNITY DEVELOPMENT DISTRICT  
 707 ORCHARD DRIVE #100  
 NAPLES, FL 34102

1019  
 6/1/2017  
 \$ 2,070.05

MAY TO THE ORDER OF  
 Real Estate Econometrics, Inc.  
 Two Thousand Seventy and 05/100

Real Estate Econometrics, Inc.  
 707 Orchard Drive, Site 100  
 Naples, FL 34102

MEMO Invoice: 124

⑆001019⑆ ⑆007016325⑆ 1094564⑆

Inclearing Check 1019 Date: 06/02 Amount: \$2,070.05

Seq: 13  
 Batch: 050741  
 Date: 06/01/17

PAID TO THE ORDER OF  
 REAL ESTATE ECONOMETRICS, INC.  
 707 ORCHARD DRIVE, SITE 100  
 NAPLES, FL 34102

⑆001019⑆ ⑆007016325⑆ 1094564⑆

Inclearing Check 1019 Date: 06/02 Amount: \$2,070.05





**ACCOUNT NUMBER: 275143000**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**  
**REVENUE ACCOUNT**

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

  
000001115 05 SP 000638687925284 P

FRONTERRA COMMUNITY DEVELOPMENT DIST  
ATTN RUSS WEYER DISTRICT MANAGER  
707 ORCHID DR SUITE 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:**

**MAGGIE CHAVEZ**

EX-FL-FTL3

550 WEST CYPRESS CREEK ROAD

SUITE 380

FORT LAUDERDALE, FLORIDA 33309

**Phone 954-938-2471**

**E-mail MAGGIE.CHAVEZ@USBANK.COM**

#### **Analyst:**

RAHANA JUMAN

**Phone 651-466-6194**



**ACCOUNT NUMBER: 275143000**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**REVENUE ACCOUNT**

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

---

## SPECIAL MESSAGES

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### **Faster trade settlement begins September 5**

To better meet the needs of all investors, the financial services industry is shortening the settlement cycle for stocks, corporate bonds, municipal bonds, unit investment trusts and financial products comprised of these security types (such as exchange-traded funds). The standard settlement cycle of three business days after the trade date will be changed to two business days on September 5, 2017.

This should result in reduced credit risk, cash deployment efficiencies, increased market liquidity and lower collateral requirements. It also will align the U.S. market with other major international markets. For example, 23 European Union members moved to a two-day settlement cycle in October 2014. U.S. Bank has been participating in industry-wide testing to ensure readiness for the shortened settlement cycle.





**ACCOUNT NUMBER: 275143000**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUEBONDS, SERIES 2017**

**REVENUEACCOUNT**

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

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### MARKET VALUE SUMMARY

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Current Period  
07/01/17 to 07/31/17

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<b>Beginning Market Value</b>	<b>\$0.00</b>
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<b>Ending Market Value</b>	<b>\$0.00</b>
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### MARKET VALUE SUMMARY MESSAGES

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No activity qualifies for this statement period.



**ACCOUNT NUMBER: 275143000**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**REVENUE ACCOUNT**

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

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**ASSET DETAIL MESSAGES**

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No reportable securities for this statement period





**ACCOUNT NUMBER: 275143001**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**  
**INTEREST ACCOUNT**

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

  
000001115 05 SP 000638687925284 P

FRONTERRA COMMUNITY DEVELOPMENT DIST  
ATTN RUSS WEYER DISTRICT MANAGER  
707 ORCHID DR SUITE 100  
NAPLES FL 34102-5014

### **QUESTIONS?**

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#### **Account Manager:**

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EX-FL-FTL3

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**Phone 954-938-2471**

**E-mail MAGGIE.CHAVEZ@USBANK.COM**

#### **Analyst:**

RAHANA JUMAN

**Phone 651-466-6194**



**ACCOUNT NUMBER: 275143001**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**INTEREST ACCOUNT**

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

---

## SPECIAL MESSAGES

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### **Faster trade settlement begins September 5**

To better meet the needs of all investors, the financial services industry is shortening the settlement cycle for stocks, corporate bonds, municipal bonds, unit investment trusts and financial products comprised of these security types (such as exchange-traded funds). The standard settlement cycle of three business days after the trade date will be changed to two business days on September 5, 2017.

This should result in reduced credit risk, cash deployment efficiencies, increased market liquidity and lower collateral requirements. It also will align the U.S. market with other major international markets. For example, 23 European Union members moved to a two-day settlement cycle in October 2014. U.S. Bank has been participating in industry-wide testing to ensure readiness for the shortened settlement cycle.





**ACCOUNT NUMBER: 275143001**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**INTEREST ACCOUNT**

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

---

**MARKET VALUE SUMMARY**

---

Current Period  
07/01/17 to 07/31/17

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<b>Beginning Market Value</b>	<b>\$0.00</b>
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<b>Ending Market Value</b>	<b>\$0.00</b>
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**MARKET VALUE SUMMARY MESSAGES**

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No activity qualifies for this statement period.



**ACCOUNT NUMBER: 275143001**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**INTEREST ACCOUNT**

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

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**ASSET DETAIL MESSAGES**

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No reportable securities for this statement period







**ACCOUNT NUMBER: 275143002**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**  
**CAPITALIZED INTEREST ACCOUNT**

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

  
000001115 05 SP 000638687925284 P

FRONTERRA COMMUNITY DEVELOPMENT DIST  
ATTN RUSS WEYER DISTRICT MANAGER  
707 ORCHID DR SUITE 100  
NAPLES FL 34102-5014

### **QUESTIONS?**

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#### **Account Manager:**

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**E-mail MAGGIE.CHAVEZ@USBANK.COM**

#### **Analyst:**

RAHANA JUMAN

**Phone 651-466-6194**



**ACCOUNT NUMBER: 275143002**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**CAPITALIZED INTEREST ACCOUNT**

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

---

**SPECIAL MESSAGES**

---

**Faster trade settlement begins September 5**

To better meet the needs of all investors, the financial services industry is shortening the settlement cycle for stocks, corporate bonds, municipal bonds, unit investment trusts and financial products comprised of these security types (such as exchange-traded funds). The standard settlement cycle of three business days after the trade date will be changed to two business days on September 5, 2017.

This should result in reduced credit risk, cash deployment efficiencies, increased market liquidity and lower collateral requirements. It also will align the U.S. market with other major international markets. For example, 23 European Union members moved to a two-day settlement cycle in October 2014. U.S. Bank has been participating in industry-wide testing to ensure readiness for the shortened settlement cycle.





**ACCOUNT NUMBER: 275143002**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**CAPITALIZED INTEREST ACCOUNT**

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

## MARKET VALUE SUMMARY

	Current Period 07/01/17 to 07/31/17
<b>Beginning Market Value</b>	<b>\$73,894.03</b>
Contributions	18.73
<b>Adjusted Market Value</b>	<b>\$73,912.76</b>
<b>Investment Results</b>	
Interest, Dividends and Other Income	29.88
<b>Total Investment Results</b>	<b>\$29.88</b>
<b>Ending Market Value</b>	<b>\$73,942.64</b>



**ACCOUNT NUMBER: 275143002**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**CAPITALIZED INTEREST ACCOUNT**

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

**ASSET DETAIL AS OF 07/31/17**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
<b>Cash Equivalents</b>					
73,942.640	First American Government Oblig Fd Cl Y #3763 31846V203	73,942.64 1.0000	73,942.64 1.00	100.0 .48 **	358.74
<b>Total Cash Equivalents</b>		<b>\$73,942.64</b>	<b>\$73,942.64</b>	<b>100.0</b>	<b>\$358.74</b>
<b>Cash</b>					
	Principal Cash	- 86.41	- 86.41	- 0.1	
	Income Cash	86.41	86.41	0.1	
	<b>Total Cash</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.0</b>	
<b>Total Assets</b>		<b>\$73,942.64</b>	<b>\$73,942.64</b>	<b>100.0</b>	<b>\$358.74</b>

**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: 275143002**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**CAPITALIZED INTEREST ACCOUNT**

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

**CASH SUMMARY**

	<b>Income Cash</b>	<b>Principal Cash</b>	<b>Total Cash</b>
<b>Beginning Cash Balance as of 07/01/2017</b>	<b>\$56.53</b>	<b>- \$56.53</b>	<b>\$0.00</b>
Taxable Interest	29.88		29.88
Cash Receipts		18.73	18.73
Net Money Market Activity		- 48.61	- 48.61
<b>Ending Cash Balance as of 07/31/2017</b>	<b>\$86.41</b>	<b>- \$86.41</b>	<b>\$0.00</b>



**ACCOUNT NUMBER: 275143002**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**CAPITALIZED INTEREST ACCOUNT**

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

**TRANSACTION DETAIL**

<b>Date Posted</b>	<b>Description</b>	<b>Income Cash</b>	<b>Principal Cash</b>	<b>Tax Cost</b>
	<b>Beginning Balance 07/01/2017</b>	<b>\$56.53</b>	<b>- \$56.53</b>	<b>\$73,894.03</b>
07/03/17	Interest Earned On First Am Govt Ob Fd CI Y Interest From 6/1/17 To 6/30/17 31846V203	29.88		
07/05/17	Purchased 29.88 Units Of First Am Govt Ob Fd CI Y Trade Date 7/5/17 31846V203		- 29.88	29.88
07/07/17	Cash Receipt Transfer From Another Trust From Reserve Acct Per Ind/Sec 4089(G)(I) Interest Rxj56379		18.73	
07/07/17	Purchased 18.73 Units Of First Am Govt Ob Fd CI Y Trade Date 7/7/17 31846V203		- 18.73	18.73
	<b>Ending Balance 07/31/2017</b>	<b>\$86.41</b>	<b>- \$86.41</b>	<b>\$73,942.64</b>





**ACCOUNT NUMBER: 275143003**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**  
**SINKING FUND ACCOUNT**

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

  
000001115 05 SP 000638687925284 P

FRONTERRA COMMUNITY DEVELOPMENT DIST  
ATTN RUSS WEYER DISTRICT MANAGER  
707 ORCHID DR SUITE 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:**

**MAGGIE CHAVEZ**

EX-FL-FTL3

550 WEST CYPRESS CREEK ROAD

SUITE 380

FORT LAUDERDALE, FLORIDA 33309

**Phone 954-938-2471**

**E-mail MAGGIE.CHAVEZ@USBANK.COM**

#### **Analyst:**

RAHANA JUMAN

**Phone 651-466-6194**



**ACCOUNT NUMBER: 275143003**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**SINKING FUND ACCOUNT**

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

---

**SPECIAL MESSAGES**

---

**Faster trade settlement begins September 5**

To better meet the needs of all investors, the financial services industry is shortening the settlement cycle for stocks, corporate bonds, municipal bonds, unit investment trusts and financial products comprised of these security types (such as exchange-traded funds). The standard settlement cycle of three business days after the trade date will be changed to two business days on September 5, 2017.

This should result in reduced credit risk, cash deployment efficiencies, increased market liquidity and lower collateral requirements. It also will align the U.S. market with other major international markets. For example, 23 European Union members moved to a two-day settlement cycle in October 2014. U.S. Bank has been participating in industry-wide testing to ensure readiness for the shortened settlement cycle.







**ACCOUNT NUMBER: 275143003**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**SINKING FUND ACCOUNT**

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

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**MARKET VALUE SUMMARY**

---

Current Period  
07/01/17 to 07/31/17

---

<b>Beginning Market Value</b>	<b>\$0.00</b>
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<b>Ending Market Value</b>	<b>\$0.00</b>
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**MARKET VALUE SUMMARY MESSAGES**

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No activity qualifies for this statement period.



**ACCOUNT NUMBER: 275143003**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**SINKING FUND ACCOUNT**

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

---

**ASSET DETAIL MESSAGES**

---

No reportable securities for this statement period





**ACCOUNT NUMBER: 275143004**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**  
**RESERVE ACCOUNT**

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

000001115 05 SP 000638687925284 P

FRONTERRA COMMUNITY DEVELOPMENT DIST  
ATTN RUSS WEYER DISTRICT MANAGER  
707 ORCHID DR SUITE 100  
NAPLES FL 34102-5014

### **QUESTIONS?**

If you have any questions regarding  
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#### **Account Manager:**

**MAGGIE CHAVEZ**

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550 WEST CYPRESS CREEK ROAD

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**Phone 954-938-2471**

**E-mail MAGGIE.CHAVEZ@USBANK.COM**

#### **Analyst:**

RAHANA JUMAN

**Phone 651-466-6194**



**ACCOUNT NUMBER: 275143004**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**RESERVE ACCOUNT**

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

---

## SPECIAL MESSAGES

---

### **Faster trade settlement begins September 5**

To better meet the needs of all investors, the financial services industry is shortening the settlement cycle for stocks, corporate bonds, municipal bonds, unit investment trusts and financial products comprised of these security types (such as exchange-traded funds). The standard settlement cycle of three business days after the trade date will be changed to two business days on September 5, 2017.

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**ACCOUNT NUMBER: 275143004**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**RESERVE ACCOUNT**

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

**MARKET VALUE SUMMARY**

	Current Period 07/01/17 to 07/31/17
<b>Beginning Market Value</b>	<b>\$46,310.04</b>
Distributions	- 18.73
<b>Adjusted Market Value</b>	<b>\$46,291.31</b>
<b>Investment Results</b>	
Interest, Dividends and Other Income	18.73
<b>Total Investment Results</b>	<b>\$18.73</b>
<b>Ending Market Value</b>	<b>\$46,310.04</b>



**ACCOUNT NUMBER: 275143004**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**RESERVE ACCOUNT**

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

**ASSET DETAIL AS OF 07/31/17**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
<b>Cash Equivalents</b>					
46,310.040	First American Government Oblig Fd Cl Y #3763 31846V203	46,310.04 1.0000	46,310.04 1.00	100.0 .48 **	224.68
<b>Total Cash Equivalents</b>		<b>\$46,310.04</b>	<b>\$46,310.04</b>	<b>100.0</b>	<b>\$224.68</b>
<b>Cash</b>					
	Principal Cash	- 50.64	- 50.64	- 0.1	
	Income Cash	50.64	50.64	0.1	
	<b>Total Cash</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.0</b>	
<b>Total Assets</b>		<b>\$46,310.04</b>	<b>\$46,310.04</b>	<b>100.0</b>	<b>\$224.68</b>

**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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\*\* 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: 275143004**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**RESERVE ACCOUNT**

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

**CASH SUMMARY**

	<b>Income Cash</b>	<b>Principal Cash</b>	<b>Total Cash</b>
<b>Beginning Cash Balance as of 07/01/2017</b>	<b>\$31.91</b>	<b>- \$31.91</b>	<b>\$0.00</b>
Taxable Interest	18.73		18.73
Cash Disbursements		- 18.73	- 18.73
Net Money Market Activity			
<b>Ending Cash Balance as of 07/31/2017</b>	<b>\$50.64</b>	<b>- \$50.64</b>	<b>\$0.00</b>



**ACCOUNT NUMBER: 275143004**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**RESERVE ACCOUNT**

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

**TRANSACTION DETAIL**

<b>Date Posted</b>	<b>Description</b>	<b>Income Cash</b>	<b>Principal Cash</b>	<b>Tax Cost</b>
	<b>Beginning Balance 07/01/2017</b>	<b>\$31.91</b>	<b>- \$31.91</b>	<b>\$46,310.04</b>
07/03/17	Interest Earned On First Am Govt Ob Fd Cl Y Interest From 6/1/17 To 6/30/17 31846V203	18.73		
07/05/17	Purchased 18.73 Units Of First Am Govt Ob Fd Cl Y Trade Date 7/5/17 31846V203		- 18.73	18.73
07/07/17	Cash Disbursement Paid To 275143002 Transfer To Another Trust To Cap I Acct Per Ind/Sec 4089(G)(I) Interest Rxj56379		- 18.73	
07/07/17	Sold 18.73 Units Of First Am Govt Ob Fd Cl Y Trade Date 7/7/17 31846V203		18.73	- 18.73
	<b>Ending Balance 07/31/2017</b>	<b>\$50.64</b>	<b>- \$50.64</b>	<b>\$46,310.04</b>







**ACCOUNT NUMBER: 275143005**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**  
**ACQUISITION AND CONSTRUCTION ACCOUNT**

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

  
000001115 05 SP 000638687925284 P

FRONTERRA COMMUNITY DEVELOPMENT DIST  
ATTN RUSS WEYER DISTRICT MANAGER  
707 ORCHID DR SUITE 100  
NAPLES FL 34102-5014

### **QUESTIONS?**

If you have any questions regarding  
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**Account Manager:**

**MAGGIE CHAVEZ**

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**Phone 954-938-2471**

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**Analyst:**

RAHANA JUMAN

**Phone 651-466-6194**



**ACCOUNT NUMBER: 275143005**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**ACQUISITION AND CONSTRUCTION ACCOUNT**

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

---

**SPECIAL MESSAGES**

---

**Faster trade settlement begins September 5**

To better meet the needs of all investors, the financial services industry is shortening the settlement cycle for stocks, corporate bonds, municipal bonds, unit investment trusts and financial products comprised of these security types (such as exchange-traded funds). The standard settlement cycle of three business days after the trade date will be changed to two business days on September 5, 2017.

This should result in reduced credit risk, cash deployment efficiencies, increased market liquidity and lower collateral requirements. It also will align the U.S. market with other major international markets. For example, 23 European Union members moved to a two-day settlement cycle in October 2014. U.S. Bank has been participating in industry-wide testing to ensure readiness for the shortened settlement cycle.





**ACCOUNT NUMBER: 275143005**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**ACQUISITION AND CONSTRUCTION ACCOUNT**

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

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## MARKET VALUE SUMMARY

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Current Period  
07/01/17 to 07/31/17

<b>Beginning Market Value</b>	<b>\$2,311,592.79</b>
<b>Investment Results</b>	
Interest, Dividends and Other Income	934.75
Fees and Expenses	- 32,400.00
<b>Total Investment Results</b>	<b>- \$31,465.25</b>
<b>Ending Market Value</b>	<b>\$2,280,127.54</b>



**ACCOUNT NUMBER: 275143005**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**ACQUISITION AND CONSTRUCTION ACCOUNT**

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

**ASSET DETAIL AS OF 07/31/17**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
<b>Cash Equivalents</b>					
2,280,127.540	First American Government Oblig Fd Cl Y #3763 31846V203	2,280,127.54 1.0000	2,280,127.54 1.00	100.0 .48 **	11,062.27
<b>Total Cash Equivalents</b>		<b>\$2,280,127.54</b>	<b>\$2,280,127.54</b>	<b>100.0</b>	<b>\$11,062.27</b>
<b>Cash</b>					
	Principal Cash	- 2,527.54	- 2,527.54	- 0.1	
	Income Cash	2,527.54	2,527.54	0.1	
	<b>Total Cash</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.0</b>	
<b>Total Assets</b>		<b>\$2,280,127.54</b>	<b>\$2,280,127.54</b>	<b>100.0</b>	<b>\$11,062.27</b>

**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: 275143005**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**ACQUISITION AND CONSTRUCTION ACCOUNT**

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

**CASH SUMMARY**

	<b>Income Cash</b>	<b>Principal Cash</b>	<b>Total Cash</b>
<b>Beginning Cash Balance as of 07/01/2017</b>	<b>\$1,592.79</b>	<b>- \$1,592.79</b>	<b>\$0.00</b>
Taxable Interest	934.75		934.75
Fees and Expenses		- 32,400.00	- 32,400.00
Net Money Market Activity		31,465.25	31,465.25
<b>Ending Cash Balance as of 07/31/2017</b>	<b>\$2,527.54</b>	<b>- \$2,527.54</b>	<b>\$0.00</b>



**ACCOUNT NUMBER: 275143005**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**ACQUISITION AND CONSTRUCTION ACCOUNT**

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

**TRANSACTION DETAIL**

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	<b>Beginning Balance 07/01/2017</b>	<b>\$1,592.79</b>	<b>- \$1,592.79</b>	<b>\$2,311,592.79</b>
07/03/17	Interest Earned On First Am Govt Ob Fd Cl Y Interest From 6/1/17 To 6/30/17 31846V203	934.75		
07/05/17	Purchased 934.75 Units Of First Am Govt Ob Fd Cl Y Trade Date 7/5/17 31846V203		- 934.75	934.75
07/26/17	Cash Disbursement Paid To Earth Tech Enterprises For Project Expenses Dm: Invoice # 17-169 Fronterra Cdd Requisition No 1 Stormwater Lake Excavation Rxj56379		- 32,400.00	
07/26/17	Sold 32,400 Units Of First Am Govt Ob Fd Cl Y Trade Date 7/26/17 31846V203		32,400.00	- 32,400.00
	<b>Ending Balance 07/31/2017</b>	<b>\$2,527.54</b>	<b>- \$2,527.54</b>	<b>\$2,280,127.54</b>





**ACCOUNT NUMBER: 275143006**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**  
**COST OF ISSUANCE ACCOUNT**

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

  
000001115 05 SP 000638687925284 P

FRONTERRA COMMUNITY DEVELOPMENT DIST  
ATTN RUSS WEYER DISTRICT MANAGER  
707 ORCHID DR SUITE 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:**

**MAGGIE CHAVEZ**

EX-FL-FTL3

550 WEST CYPRESS CREEK ROAD

SUITE 380

FORT LAUDERDALE, FLORIDA 33309

**Phone 954-938-2471**

**E-mail MAGGIE.CHAVEZ@USBANK.COM**

#### **Analyst:**

RAHANA JUMAN

**Phone 651-466-6194**



**ACCOUNT NUMBER: 275143006**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**COST OF ISSUANCE ACCOUNT**

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

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## SPECIAL MESSAGES

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### **Faster trade settlement begins September 5**

To better meet the needs of all investors, the financial services industry is shortening the settlement cycle for stocks, corporate bonds, municipal bonds, unit investment trusts and financial products comprised of these security types (such as exchange-traded funds). The standard settlement cycle of three business days after the trade date will be changed to two business days on September 5, 2017.

This should result in reduced credit risk, cash deployment efficiencies, increased market liquidity and lower collateral requirements. It also will align the U.S. market with other major international markets. For example, 23 European Union members moved to a two-day settlement cycle in October 2014. U.S. Bank has been participating in industry-wide testing to ensure readiness for the shortened settlement cycle.







**ACCOUNT NUMBER: 275143006**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**COST OF ISSUANCE ACCOUNT**

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

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## MARKET VALUE SUMMARY

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Current Period  
07/01/17 to 07/31/17

<b>Beginning Market Value</b>	<b>\$26,831.92</b>
<b>Investment Results</b>	
Interest, Dividends and Other Income	10.85
<b>Total Investment Results</b>	<b>\$10.85</b>
<b>Ending Market Value</b>	<b>\$26,842.77</b>



**ACCOUNT NUMBER: 275143006**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**COST OF ISSUANCE ACCOUNT**

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

**ASSET DETAIL AS OF 07/31/17**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
<b>Cash Equivalents</b>					
26,842.770	First American Government Oblig Fd Cl Y #3763 31846V203	26,842.77 1.0000	26,842.77 1.00	100.0 .48 **	130.23
<b>Total Cash Equivalents</b>		<b>\$26,842.77</b>	<b>\$26,842.77</b>	<b>100.0</b>	<b>\$130.23</b>
<b>Cash</b>					
	Principal Cash	- 29.86	- 29.86	- 0.1	
	Income Cash	29.86	29.86	0.1	
	<b>Total Cash</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.0</b>	
<b>Total Assets</b>		<b>\$26,842.77</b>	<b>\$26,842.77</b>	<b>100.0</b>	<b>\$130.23</b>

**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.

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**ACCOUNT NUMBER: 275143006**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**COST OF ISSUANCE ACCOUNT**

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

**CASH SUMMARY**

	<b>Income Cash</b>	<b>Principal Cash</b>	<b>Total Cash</b>
<b>Beginning Cash Balance as of 07/01/2017</b>	<b>\$19.01</b>	<b>- \$19.01</b>	<b>\$0.00</b>
Taxable Interest	10.85		10.85
Net Money Market Activity		- 10.85	- 10.85
<b>Ending Cash Balance as of 07/31/2017</b>	<b>\$29.86</b>	<b>- \$29.86</b>	<b>\$0.00</b>



**ACCOUNT NUMBER: 275143006**  
**FRONTERRA COMMUNITY DEVELOPMENT**  
**DISTRICT, CAPITAL IMPROVEMENT**  
**REVENUE BONDS, SERIES 2017**

**COST OF ISSUANCE ACCOUNT**

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

**TRANSACTION DETAIL**

<b>Date Posted</b>	<b>Description</b>	<b>Income Cash</b>	<b>Principal Cash</b>	<b>Tax Cost</b>
	<b>Beginning Balance 07/01/2017</b>	<b>\$19.01</b>	<b>- \$19.01</b>	<b>\$26,831.92</b>
07/03/17	Interest Earned On First Am Govt Ob Fd Cl Y Interest From 6/1/17 To 6/30/17 31846V203	10.85		
07/05/17	Purchased 10.85 Units Of First Am Govt Ob Fd Cl Y Trade Date 7/5/17 31846V203		- 10.85	10.85
	<b>Ending Balance 07/31/2017</b>	<b>\$29.86</b>	<b>- \$29.86</b>	<b>\$26,842.77</b>



# EXHIBIT 4

## RESOLUTION 2017-38

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE FRONTERRA COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2017, submitted to the Board of Supervisors (“**Board**”) of the Fronterra Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2017 and ending September 30, 2018 (“**Fiscal Year 2017/2018**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set August 8, 2017, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

**SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Fronterra Community Development District for the Fiscal Year Ending September 30, 2018.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2017/2018, the sum of \$262,237.62 to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ 77,125.00
DEBT SERVICE FUND (SERIES 2017)	\$ 185,112.62
TOTAL ALL FUNDS	\$ 262,237.62

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2017/2018 or within 60 days following the end of the Fiscal Year 2017/2018 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 8<sup>th</sup> DAY OF AUGUST, 2017.**

ATTEST:

**FRONTERRA COMMUNITY  
DEVELOPMENT DISTRICT**

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:** Fiscal Year 2017/2018 Budget



## EXHIBIT A

**FRONTERRA COMMUNITY DEVELOPMENT DISTRICT  
O&M GENERAL FUND  
Fiscal Year 2017-2018**

**BUDGET**

REVENUES

ON-ROLL ASSESSMENTS		
DEVELOPER CONTRIBUTION	\$ 77,125	Unplatted Acres
INTEREST REVENUE		
MISCELLANEOUS REVENUE		
<b>TOTAL REVENUES</b>	<b>\$ 77,125</b>	

EXPENDITURES

**ADMINISTRATIVE**

BOARD OF SUPERVISORS PAYROLL	\$ -	
PAYROLL TAXES	-	7.65%
PAYROLL SERVICE FEE	-	\$39 per Payroll
MANAGEMENT CONSULTING SERVICES	24,000	\$2,000/Month
ASSESSMENT ADMINISTRATION	8,500	Lien Book, MBS Capital, Tax Collector, U.S. Bank
ASSESSMENT ROLL PREPARATION	2,500	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS	250	Office Supplies, etc.
STORAGE FEES	900	Offsite File Storage @ \$75/month
BANK CHARGES	-	
AUDITING	-	No Audit if under \$100,000. Every third year
INSURANCE (Liability, Property & Casualty)	5,000	DAO Insurance
LEGAL ADVERTISING	3,600	8 Ads at \$300/each and 2 Ads at \$600/each
REGULATORY AND PERMIT FEES	175	State Filing Fee
LEGAL SERVICES	20,000	Hopping Green & Sams
ENGINEERING SERVICES - General	7,500	
WEBSITE DESIGN & HOSTING	2,500	Required by State Law
MISCELLANEOUS SERVICES		
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 74,925</b>	

**FIELD OPERATIONS**

FIELD OPERATIONS MANAGEMENT STAFF		
LANDSCAPING & FIELD MAINTENANCE	\$ -	
LANDSCAPE REPLACEMENT	\$ -	
LANDSCAPE MULCHING	\$ -	
IRRIGATION REPAIRS	\$ -	Approximately \$100/month
ELECTRICITY	\$ 1,200	Approximately \$100/month Front Signage
WATER USE MONITORING	\$ -	Cardno Entrix @ \$200/month
ENTRY MONUMENTS MAINTENANCE	\$ 1,000	Pressure Cleaning, Painting, etc.
WETLAND MONITORING	\$ -	Approximately \$100/month monitoring
SFWMD ERP ANNUAL REPORT	\$ -	Annual
LAKE MAINTENANCE	\$ -	\$1,500 per month per lake
<b>TOTAL FIELD OPERATIONS EXPENDITURES</b>	<b>\$ 2,200</b>	

**TOTAL EXPENDITURES** **\$ 77,125**

Balance \$ -

154 Lots = \$ 500.81 Per Lot

**Fronterra Community Development District  
Debt Service Fund - Series 2017 Bonds  
FY 2017-2018 Proposed Budget**

**REVENUE (1)**

Balance in Account (May 31, 2017)	\$	-
Assessment Off-Roll	\$	98,566.46
Assessment On-Roll	\$	86,546.16
Capitalized Interest	\$	-
Discounts	\$	-
<b>Total Revenue</b>	<b>\$</b>	<b>185,112.62</b>

**EXPENDITURES**

<b>INTEREST EXPENSE</b>		
November 1, 2017	\$	73,837.50
May 1, 2018	\$	73,837.50
<b>PRINCIPAL</b>		
May 1, 2018	\$	35,000.00
<b>Total Expenditures</b>	<b>\$</b>	<b>182,675.00</b>

**Excess Revenues over Expenditures** \$ 2,437.62

**Allocation of Maximum Annual Debt Service**

<b>Single Family Land Use</b>	<b>Units</b>	<b>Net Assessment</b>		<b>Total</b>
		<b>Per Unit</b>		
Single Family	154	\$ 1,202.03	\$ 185,112.62	

**On Roll Assessments**

<b>Single Family Land Use</b>	<b>Units</b>	<b>Net Assessment</b>		<b>Total</b>
		<b>Per Unit</b>		
Single Family	72	\$ 1,202.03	\$ 86,546.16	

**Off Roll Assessments**

<b>Single Family Land Use</b>	<b>Units</b>	<b>Net Assessment</b>		<b>Total</b>
		<b>Per Unit</b>		
Single Family	82	\$ 1,202.03	\$ 98,566.46	

**Total** **\$ 185,112.62**

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

# EXHIBIT 5

**FRONTERRA COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2017/2018 BUDGET FUNDING AGREEMENT**

This Agreement (the “Agreement”) is made and entered into this 8<sup>th</sup> day of August, 2017, by and between:

**Fronterra Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida ("**District**"), and

**CCC Fronterra, LLC**, a Florida limited liability company and the developer of the lands in the District ("**Developer**") with a mailing address of 135 San Lorenzo Avenue, Suite 740, Coral Gables, Florida 33146.

**Recitals**

**WHEREAS**, the District was established by an ordinance adopted by the County Commission of Collier County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently is developing the majority of all real property (“**Property**”) within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for Fiscal Year 2017/2018, which year commences October 1, 2017, and concludes on September 30, 2018 (the “FY 2018 Budget”); and

**WHEREAS**, the FY 2018 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the FY 2018 Budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

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

**SECTION 1.** The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2018 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2018 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2018 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

**SECTION 2.** The District shall have the right to file a continuing lien (the "Lien") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2018 Budget" in the public records of Collier County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2018 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may partially release any filed Lien for portions of the Property subject to a plat if and when the Developers have demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developers sell any of the Property described in **Exhibit B** after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided

however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developers.

**SECTION 3.** In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

**A.** At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Collier County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

**B.** The District hereby finds that the activities, operations and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Collier County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

**SECTION 4.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**SECTION 5.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, 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.

**SECTION 6.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2018 Budget to fund any budgeted expenses that may arise during the

remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2018 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2018 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

**SECTION 7.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

**SECTION 8.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto 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 herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns subject to the terms of Paragraph 6 above.

**SECTION 9.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Collier County, Florida.

**SECTION 10.** 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 the doubtful language will not be interpreted or construed against any party.

**SECTION 11.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

**SECTION 12.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**IN WITNESS WHEREOF**, the parties execute this Agreement the day and year first written above.

**ATTEST:**

**FRONTERRA COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**CCC FRONTERRA, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

- Exhibit A:** Fiscal Year 2017/2018 General Fund Budget
- Exhibit B:** Description of the Property



## EXHIBIT A

**FRONTERRA COMMUNITY DEVELOPMENT DISTRICT  
O&M GENERAL FUND  
Fiscal Year 2017-2018**

**BUDGET**

REVENUES

ON-ROLL ASSESSMENTS		
DEVELOPER CONTRIBUTION	\$ 77,125	Unplatted Acres
INTEREST REVENUE		
MISCELLANEOUS REVENUE		
<b>TOTAL REVENUES</b>	<b>\$ 77,125</b>	

EXPENDITURES

**ADMINISTRATIVE**

BOARD OF SUPERVISORS PAYROLL	\$ -	
PAYROLL TAXES	-	7.65%
PAYROLL SERVICE FEE	-	\$39 per Payroll
MANAGEMENT CONSULTING SERVICES	24,000	\$2,000/Month
ASSESSMENT ADMINISTRATION	8,500	Lien Book, MBS Capital, Tax Collector, U.S. Bank
ASSESSMENT ROLL PREPARATION	2,500	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS	250	Office Supplies, etc.
STORAGE FEES	900	Offsite File Storage @ \$75/month
BANK CHARGES	-	
AUDITING	-	No Audit if under \$100,000. Every third year
INSURANCE (Liability, Property & Casualty)	5,000	DAO Insurance
LEGAL ADVERTISING	3,600	8 Ads at \$300/each and 2 Ads at \$600/each
REGULATORY AND PERMIT FEES	175	State Filing Fee
LEGAL SERVICES	20,000	Hopping Green & Sams
ENGINEERING SERVICES - General	7,500	
WEBSITE DESIGN & HOSTING	2,500	Required by State Law
MISCELLANEOUS SERVICES		
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 74,925</b>	

**FIELD OPERATIONS**

FIELD OPERATIONS MANAGEMENT STAFF		
LANDSCAPING & FIELD MAINTENANCE	\$ -	
LANDSCAPE REPLACEMENT	\$ -	
LANDSCAPE MULCHING	\$ -	
IRRIGATION REPAIRS	\$ -	Approximately \$100/month
ELECTRICITY	\$ 1,200	Approximately \$100/month Front Signage
WATER USE MONITORING	\$ -	Cardno Entrix @ \$200/month
ENTRY MONUMENTS MAINTENANCE	\$ 1,000	Pressure Cleaning, Painting, etc.
WETLAND MONITORING	\$ -	Approximately \$100/month monitoring
SFWMD ERP ANNUAL REPORT	\$ -	Annual
LAKE MAINTENANCE	\$ -	\$1,500 per month per lake
<b>TOTAL FIELD OPERATIONS EXPENDITURES</b>	<b>\$ 2,200</b>	

**TOTAL EXPENDITURES** **\$ 77,125**

Balance \$ -

154 Lots = \$ 500.81 Per Lot

## Exhibit B

### Description of the Property

LEGAL DESCRIPTION  
OF PART OF SECTION 34,  
TOWNSHIP 49 SOUTH, RANGE 26 EAST,  
COLLIER COUNTY, FLORIDA  
(FRONTERRA CDD)

ALL THAT PART OF SECTION 34, TOWNSHIP 49 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;  
COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, ACCORDING TO THE PLAT OF ALLIGATOR ALLEY COMMERCE CENTER PHASE TWO, PLAT BOOK 49, PAGES 60-64, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;  
THENCE ALONG THE EAST LINE OF THE WEST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 34, NORTH 00°26'06" WEST 318.94 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID EAST LINE SOUTH 89°33'54" WEST 566.00 FEET;

THENCE SOUTH 00°26'06" EAST 54.00 FEET;

THENCE 39.27 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°33'54" WEST 35.36 FEET;

THENCE SOUTH 00°26'06" EAST 21.27 FEET;

THENCE 52.90 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 135.00 FEET THROUGH A CENTRAL ANGLE OF 22°27'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS

SOUTH 11°39'37" EAST 52.56 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 106.97 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 273.00 FEET THROUGH A CENTRAL ANGLE OF 22°27'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS

SOUTH 11°39'37" EAST 106.29 FEET;

THENCE SOUTH 00°26'06" EAST 31.38 FEET;

THENCE 38.97 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 89°18'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 45°05'17" EAST 35.14 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF DAVIS BOULEVARD (STATE ROAD 84);

THENCE ALONG SAID NORTH LINE NORTH 89°44'27" WEST 190.63 FEET;

THENCE LEAVING SAID NORTH LINE NORTH 00°26'06" WEST 2,388.76 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF I-75 (STATE ROAD 93);

THENCE ALONG SAID SOUTH LINE SOUTH 69°00'50" EAST 406.89 FEET;

THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 63°27'29" EAST 389.61 FEET TO THE EAST LINE OF THE WEST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 34;

THENCE ALONG SAID EAST LINE SOUTH 00°26'06" EAST 1,753.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.21 ACRES MORE OR LESS.

# EXHIBIT 6

**AGREEMENT BETWEEN FRONTERRA COMMUNITY DEVELOPMENT DISTRICT  
AND HOLE MONTES, INC. FOR PROFESSIONAL SURVEYING SERVICES**

THIS AGREEMENT (the "Agreement") is made and entered into this 19<sup>th</sup> day of June, 2017, by and between:

**Fronterra Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Collier County, Florida, whose mailing address is 707 Orchid Drive, Suite 100, Naples, Florida 34102 (the "District"); and

**Hole Montes, Inc.**, a Florida corporation, whose mailing address is 950 Encore Way, Naples, Florida 34110 (the "Contractor").

**RECITALS**

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, for the purpose of planning, constructing, installing, acquiring, financing, operating and/or maintaining certain public infrastructure improvements; and

WHEREAS, the District has a need to retain a professional surveyor and mapper to provide a boundary survey for an approximate 1.35 acre offsite preserve parcel that is intended to be conveyed to the District (the "Surveying Services"); and

WHEREAS, the Contractor represents that it is licensed, qualified and capable of providing the Surveying Services and has agreed to provide such services for the District in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this agreement.

NOW THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. SCOPE OF SERVICES; MANNER OF CONTRACTOR'S PERFORMANCE.** The duties, obligations and responsibilities of the Contractor are to provide the Surveying Services for the District as set forth herein.

- A. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to ensure the completion of the Surveying Services.
- B. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Surveying Services.
- C. The District hereby designates its District Manager to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Surveying Services.
- D. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the completion of such services. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

**SECTION 3. COMPENSATION.**

- A. As compensation for the completion of the Surveying Services, the District agrees to pay the Contractor One Thousand and Four Hundred Dollars (\$1,400.00), which amount includes all items, labor and materials necessary to complete such services. The Contractor shall invoice the District upon completion of the Surveying Services, and the District shall provide payment within thirty (30) days of receipt of such an invoice, or as may be required by Florida's Prompt Payment Act, Chapter 218, *Florida Statutes*.
- B. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. No additional services shall be provided by the Contractor unless done at the direction of the District.

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

**SECTION 4. INSURANCE.**

- A. The Contractor shall, at its own expense, maintain insurance during the performance of the Surveying Services pursuant to this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000

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

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

**SECTION 5. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

**SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, effective immediately upon the giving of notice of termination.

**SECTION 7. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 8. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the

prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 9. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**SECTION 10. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 11. NOTICES.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to Contractor:** Hole Montes Inc.  
950 Encore Way  
Naples, Florida 34110  
Attn: Thomas M. Murphy
  
- B. If to District:** Fronterra Community Development District  
707 Orchid Drive, Suite 100  
Naples, Florida 34102  
Attn: District Manager
  
- With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees 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 addressees set forth herein.



**SECTION 12. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 13. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 14. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 15. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Collier County, Florida.

**SECTION 16. INDEMNIFICATION.**

- A.** Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Surveying Services performed hereunder.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 17. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 18. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Surveying Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 269-1341, RWEYER@REE-I.COM, OR 707 ORCHID DRIVE, SUITE 100, NAPLES, FLORIDA 34102.**

**SECTION 20. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 21. 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.

**SECTION 22. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the Agreement between the parties relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF,** the District and Contractor have executed this Agreement on the day and year first written above.

**Attest:**

**FRONTERRA COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman/Vice-Chairman, Board of Supervisors

**Witness:**

**HOLE MONTES, INC.**

  
\_\_\_\_\_

  
\_\_\_\_\_

By: Thomas M. Murphy  
Its: Vice President