

***Falcon Trace Community  
Development District***

***Agenda***

***May 15, 2019***

# AGENDA



# *Falcon Trace*

## *Community Development District*

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135 W. Central Blvd., Suite 320, Orlando, FL 32801

Phone: 407-841-5524 - Fax: 407-839-1526

May 8, 2019

Board of Supervisors  
Falcon Trace  
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of **Falcon Trace Community Development District** will be held **Wednesday, May 15, 2019 at 6:00 PM at the Big Hawk Lake Recreation Center, 13600 Big Hawk Lake Drive, Orlando, Florida**. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment Period
- III. Approval of the Minutes of the March 20, 2019 Meeting
- IV. Consideration of Resolution 2019-03 Electing an Assistant Secretary
- V. Discussion of Proposals
  - A. Parking Lot Resurfacing (2)
  - B. Recreation Center Playground with KorKat
  - C. Pool Pavilion Pavers with Berry Construction, Inc.
  - D. Landscape Enhancements with REW Landscape Corp.
- VI. Consideration of Resolution 2019-04 Approving the Proposed Fiscal Year 2020 Budget and Setting a Public Hearing
- VII. Discussion of Maintenance Service Agreements
  - A. Aquatic Weed Management, Inc.
  - B. REW Landscape Corp.
  - C. Roberts Pool Service and Repair, Inc.
- VIII. Staff Reports
  - A. Attorney
    1. Discussion of Attorney Fees
  - B. District Manager's Report
    1. Approval of Check Register
    2. Balance Sheet and Income Statement
    3. Field Manager's Report
      - i. Discussion of Proposal for Security Cameras – *Closed Session*
- IX. Supervisor's Requests
- X. Adjournment

The second order of business of the Board of Supervisors meeting is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes from the March 20, 2019 meeting. The minutes are enclosed for your review.

The fourth order of business is consideration of Resolution 2019-03 electing an Assistant Secretary. A copy of the resolution is enclosed for your review.

The fifth order of business is discussion of proposals. Section A is two proposals for parking lot resurfacing, one with Seminole Asphalt Paving, Inc., and one with All Terrain Tractor Service. Section B is a recreation center playground proposal with KorKat. Section C is a proposal for pool pavilion pavers with Berry Construction, Inc. Section D is a proposal for landscape enhancements with REW Landscape Corp.

The sixth order of business is the consideration of the Resolution 2019-04 approving the proposed budget for Fiscal Year 2020 and setting a public hearing. Once approved, the proposed budget will be forwarded to the governing authorities at least 60 days prior to the final budget hearing. A copy of the Resolution and proposed budget are enclosed for your review.

The seventh order of business is discussion of maintenance service agreements. Section A is lake maintenance agreement with Aquatic Weed Management, Inc. Section B is landscape and irrigation maintenance with REW Landscape Corp. Section C is pool maintenance with Roberts Pool Service and Repair, Inc.

The eighth order of business is staff reports. Section A is the Attorney's Report and section 1 is discussion of Attorney fees. Section B is the District Manager's Report. Section 1 includes the check register being submitted for approval and Section 2 includes the balance sheet and income statement for your review. Section 3 is the Field Manager's Report, which will be presented at the meeting. Sub Section 1 is discussion of proposal for security cameras, and this portion of the meeting may be closed to the public, as it relates to the District's security system plan. Information and discussion related to the District's security system plan are confidential and exempt from the public records and public meeting requirements. Prior to the discussion of the security system plan, the public will be asked to leave. Upon completion of the discussion related to the security system plan, the public will be notified that they may return to the meeting.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,



Jill Burns  
District Manager

CC: Mike Eckert, District Counsel  
Michelle Rigoni, District Counsel  
Darrin Mossing, GMS

Enclosures

# MINUTES

MINUTES OF MEETING  
FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Falcon Trace Community Development District was held on Wednesday, March 20, 2019 at 6:00 p.m. at the Big Hawk Lake Recreational Center, 13600 Hawk Lake Drive, Orlando, Florida 32837.

Present and constituting a quorum were:

Sara Hurst	Chairperson
Carole Miller	Vice Chairperson
Kathy Stark	Assistant Secretary
Sue Marchesi Baron	Assistant Secretary
Perry Shaikh	Assistant Secretary

Also present were:

Jill Burns	District Manager
Mike Eckert	District Counsel
William Viasalyers	Field Operations
David Tuel	Head Pool Attendant
Racquel McIntosh	Grau & Associates by telephone

*The following is a summary of the discussions and actions taken at the March 20, 2019 meeting. A copy of the proceedings can be obtained by contacting the District Manager.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and called the roll.

*The next item was taken out of order.*

**Presentation of Fiscal Year 2018 Audit**

Ms. McIntosh gave an overview of the Audit, which resulted in a clean opinion, no material weaknesses or significant deficiencies in internal control, there were no findings in the current year and no prior year findings.

*Ms. McIntosh left the telephone conference at this time.*

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the January 16, 2019 Meeting**

On MOTION by Ms. Hurst seconded by Ms. Miller with all in favor the minutes of the January 16, 2019 meeting were approved, as presented.

**FOURTH ORDER OF BUSINESS**

**Review and Acceptance of Fiscal Year 2018 Audit Report**

The Audit report was given earlier in the meeting and the Board took the following action.

On MOTION by Ms. Hurst seconded by Ms. Miller with all in favor the Fiscal Year 2018 Audit was accepted, and staff authorized to transmit the final report to the State of Florida.

**FIFTH ORDER OF BUSINESS**

**Consideration of Swim Program License Agreement with Sharks and Minnows Swim School, Inc.**

Ms. Burns stated the term of this agreement is from April 1, 2019 to October 10, 2019 and can be renewed for two more seasons.

Ms. Miller asked has there been any changes from the last contract?

Mr. Eckert stated the only change is in the hours.

Mr. Tuel stated there needs to be a change in the hours, we don't open until 10:00 a.m. They practice Monday, Wednesday and Friday and use Saturday as a makeup day.

On MOTION by Ms. Miller seconded by Ms. Baron with all in favor the Swim Program License Agreement with Sharks and Minnows Swim School, Inc. was approved with the following revisions: Section 3A revised to: Monday-Friday 10 a.m. to 7 p.m. and Saturday 10 a.m. to 2 p.m.

**SIXTH ORDER OF BUSINESS****Consideration of Proposal with VGlobalTech  
for ADA Website Compliance**

Ms. Burns stated this is a company that GMS has used on Districts they manage and we were able to get a good rate. They will add text equivalent to the images so that a person who is visually impaired will know what that image is. They also scan and put all the documents in a text based format so if you are visually impaired and have software that will read it to you, it is compatible with those systems. They will go through the website and make sure it is ADA compliant. There is a one-time fee of \$1,975 to convert everything on the existing site to bring it into compliance. The quote on page 10 is an annual fee of \$1,350 and GMS is suggesting you approve the one-time fee and GMS will be able to keep it compliant going forward.

Mr. Eckert stated right now there are a lot of lawsuits that have been filed against local governments including community development districts because they are alleging that websites don't comply with ADA. However, the federal government has so far abandoned their effort to give guidance to local governments on how to deal with this issue. The courts are sorting it out, which is not a uniform way for it to be handled. In addition to us trying to get ahead of this and make sure you don't get sued, also the largest insurance company for community development districts has now said unless you are taking these measures to comply with the ADA we are not going to provide you with coverage if you do get sued and that is going to kick in this summer. It is something that is necessary for us to do. If you decide to approve the proposal today, we will put that in the form of an agreement that we are comfortable with. We aren't comfortable with you just signing their proposal. The initial cost that we were hearing for some websites were in the tens of thousands of dollars or more for ones that have sign-ups for classes and things like that. The managers have been able to negotiate a bulk rate throughout the state, which has been helpful. We will have a 30-day termination clause in the contract if you are not happy with them you can look somewhere else. We recommend you do this to maintain your insurance coverage.

Ms. Miller asked what if the court says they want to change something or tweak this program, how does that affect us with this cost?

Mr. Eckert responded there are certain guidelines that are out there right now not from the federal government, they are industry standard guidelines and that is what the court is looking at right now. If the federal government comes in with different guidelines then you would probably have to tweak this, but most of these are converting so it is in a reader program and that should

satisfy somebody who can't see it. This conversion will get you to where you need to be to protect against the known lawsuit. The guidelines could change a little bit, but I don't think they would change dramatically. You just have to make what is called a reasonable accommodation.

On MOTION by Ms. Hurst seconded by Ms. Stark with all in favor the proposal from VGlobalTech for ADA website compliance for a one-time fee of \$1,975 was approved subject to District Counsel preparing an agreement.

## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. Eckert stated in terms of the Sunshine Law I like to remind everybody what it requires because it doesn't make a whole lot of sense in terms of functioning well. No two Board Members can have a conversation about something that is going to come before the Board for action outside of a publicly noticed CDD meeting. If you are in an HOA meeting you can't talk to another Board Member about CDD business because that is not publicly noticed as a CDD meeting. The same thing applies to emails, any kind of mail, verbal conversations and texts. Any time I see emails from Board Members I am always going to insert myself even if there is nothing wrong, and I'm not aware of anything that is wrong, but I will always insert myself and say, let's talk about it at the Board meeting. I want everybody to understand that I am super conservative about that, but I also don't have clients that get in trouble for Sunshine Law violations.

Mr. Shaikh suggested that committees be formed with a Board Member heading each one to oversee the clubhouse and the financials.

Mr. Eckert stated some Districts have committees and some do not, that is entirely up to the Board to decide whether you have committees. If you want to establish committees, those committees are subject to the Public Records Law and the Sunshine Law just like you are and would need to publish notice of each committee meeting, take minutes of the meeting and the only time they can talk about the things that are going to come before that committee is in a publicly noticed meeting; unless they are purely established for fact finding, which means they can make no recommendations and then they are not subject to the Sunshine Law.

Ms. Miller stated other communities may not function as well as we do and they may have to have committees.



*This discussion was tabled to the next meeting.*

Mr. Eckert stated there is a lot of proposed legislation out there that could affect our rules of procedure. We will probably have amended rules for you to look at in August, they are changing something on the Audit, they are changing some things in terms of policy. There are different ethics rules being proposed, and different disclosure rules. There is a new proposed bill that you have to have a two-thirds vote of your Board to issue bonds, which in a CDD is 80% it is not 66% because you have five members, which means you have to have four voting in favor of issuing bonds.

**B. Manager**

**i. Approval of Check Register**

On MOTION by Ms. Miller seconded by Ms. Stark with all in favor the check register was approved.
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**ii. Balance Sheet and Income Statement**

A copy of the balance sheet and income statement were included in the agenda package.

**iii. Field Manager's Report**

Mr. Viasalyers gave an overview of the field operations that took place over the past two months and reported on a monthly meeting with the landscape management company per contract.

Ms. Miller stated we need to have the slide examined for safety purposes to see if it needs to be repaired or replaced.

Mr. Viasalyers extended an offer to Supervisor Shaikh to accompany him on a weekly visit to familiarize himself with the field services activities.

**iv. Discussion of Proposal for Security Cameras**

Mr. Viasalyers stated I was asked at the last Board meeting to get a proposal for security cameras.

Mr. Eckert stated Florida Law requires any conversation that you have regarding your security system that would in any way reveal the components of your security system or the



plans that you have has to take place outside of the sunshine so we would ask people to leave the meeting if you want to discuss specifics. If you want to go beyond what is in the proposal then the meeting should be noticed differently.

A security discussion took place, there were no members of the public present and staff was directed to come back to the next meeting with a full proposal.

#### **EIGHTH ORDER OF BUSINESS**

#### **Supervisor's Requests**

Mr. Shaikh asked that a copy of the check register, financials and assessment receipts schedule be emailed to the Board Members on a monthly basis.

Staff agreed to accommodate the request and email the information to all Board Members.

#### **NINTH ORDER OF BUSINESS**

#### **Next Meeting Date**

On MOTION by Ms. Baron seconded by Ms. Miller with all in favor the meeting adjourned at 7:55 p.m.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

**RESOLUTION 2019-03**

**A RESOLUTION OF THE FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT ELECTING AN ASSISTANT  
SECRETARY OF THE BOARD OF SUPERVISORS**

**WHEREAS**, the Board of Supervisors of the Falcon Trace Community District desires to elect \_\_\_\_\_ as an Assistant Secretary.

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

1. \_\_\_\_\_ is elected Assistant Secretary of the Board of Supervisors.

Adopted this 15<sup>th</sup> day of May, 2019.

**ATTEST:**

**FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

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

## SECTION V

# SECTION A



2283 W. Airport Blvd.  
Sanford, FL. 32771  
Phone: 407-323-0111  
Fax: 407-323-2003  
www.seminoleasphaltpaving.com

# Proposal

**PLEASE MAKE A NOTE OF OUR  
NEW ADDRESS;  
2283 W AIRPORT BLVD  
SANFORD, FL 32771**

GOVERNMENTAL MANAGEMENT SERVICES-CFL,LLC  
135 WEST CENTRAL BLVD, SUITE 320  
ORLANDO, FL 32801

Date:	Proposal #:
12/13/2018	20181941

Rep	Project				
SL	BIG HAWK PARK, ORLANDO				
Item	Qty.	Description	Rate	U/M	Total
MILLING		MILL EXISTING ASPHALT TO 1 1/2" DEPTH, CLEAN UP AND HAUL AWAY ALL DEBRIS, APPROXIMATELY 2745 SY	10,150.00	LS	10,150.00
TACK / TRKLS		TACK WITH TRACKLESS ASPHALT TACK TO INSURE BOND BETWEEN OLD & NEW PAVEMENT.			
PAVING / D&L ...	2,745	DELIVER AND INSTALL TYPE S-3R HOT ASPHALT MIX. ROLLED AND COMPACTED WITH A MULTI TON STEEL ROLLER & RUBBER TIRE TRAFFIC ROLLER TO 1 1/2" DEPTH, APPROXIMATELY 2745 SY	8.47	PSY	23,250.15
RS		LAYOUT & RESTRIPE TO MATCH ALL EXISTING WITH D.O.T. APPROVED TRAFFIC PAINT.	685.00	LS	685.00
		TOTAL PROPOSAL AMOUNT			34,085.15

WE LOOK FORWARD TO WORKING WITH YOU

SIGNATURE: \_\_\_\_\_

\*PRICES VALID FOR 30 DAYS FROM DATE OF PROPOSAL\*  
BY SIGNING AND/OR ACCEPTING THIS PROPOSAL YOU AGREE TO  
THE TERMS OF OUR CONTRACT

DATE: \_\_\_\_\_

CONFIDENTIALITY NOTICE: This proposal is intended only for the use of the party to which it is addressed and contains information that is privileged, confidential and/or protected by law. If you are not the party named above you are hereby notified that any dissemination of this or its contents is strictly prohibited.



## SEMINOLE ASPHALT PAVING INC. TERMS OF PROPOSAL

Proposal # 20181941

Date: 12/13/18

Customer: GOVERNMENTAL MANAGEMENT SERVICES

Job Name: BIG HAWK PARK, ORLANDO

Owner/Prime Contractor acknowledges that supply shortages in Florida for the raw materials (specifically liquid asphalt and aggregates) necessary for the production and delivery of hot mix asphalt materials may occur and that the prices for these materials may increase during the term of this agreement. If liquid asphalt increases by 5% or more, Seminole Asphalt Paving, Inc., will have the right to adjust the unit prices accordingly based on the liquid asphalt material pricing from FDOT asphalt price index. All FDOT index information can be accessed at the following website: [www.dot.state.fl.us/Construction/fuel&bit.htm](http://www.dot.state.fl.us/Construction/fuel&bit.htm)

Overruns due to low areas are billed at \$95.00 per ton, leveling due to job created issues out of our control is billed at \$110.00 per ton. Measurements done upon completion. Asphalt is based on 110 lbs. per square yard inch.

Not responsible for overall water drainage. Seminole Asphalt Paving, Inc. cannot guarantee positive drainage in any area with fall of less than 1" in 10'.

Work must be scheduled at least (3) weeks (15 business days) in advance to assure crew availability.

**No work will be scheduled until an executed Acceptance of Proposal or Contract and Notice To Owner sheet is received.**

Pricing excludes: any permits, fees, payment and performance bonds, testing, as-builts, surveying, staking, utility location and adjustment or relocation, prime and sand, asphalt patching, asphalt leveling, asphalt saw-cutting, asphalt milling, asphalt removal, temporary/permanent striping, and light towers (if applicable).

Price does not include any maintenance of traffic. Prime Contractor to provide maintenance of traffic devices (i.e. flagmen, temporary signs, barricades, arrow boards, variable message boards, off-duty law enforcement officers, "MAS System" ect.) that may be required. Maintenance of traffic deficiencies on this project that cause delays to Seminole Asphalt Paving Inc. work shall result in back charges for "stand-by" time.

Price includes one (1) mobilization (unless otherwise stated on proposal) for paving; any additional mobilizations will be billed @ \$2800.00 per mobilization. (Mobilizations due to acts of God or reasons not initiated by the customer or customer's representative are not billed as additional)

Pricing is based on performing work during daytime operational hours and in accordance with Seminole Asphalt Paving Inc. normal operation schedule.

Price is valid for 30 days (unless otherwise stated on proposal), if paving has not started within 30 days of above date; price is subject to change if asphalt prices have increased. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposed price. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices and includes a one (1) year warranty from the date of our completion. No warranty is offered on repairs done to work completed by others. (Full warranty description available upon completion)

All agreements are contingent upon strikes, accidents or delays beyond our control. Property Owner is to carry fire, tornado, and other necessary insurance. Our Workers are fully covered by Workers Compensation Insurance.

**Terms:** Standard terms are Net30 unless otherwise stated on your invoice. Invoices not paid in full when due will be subject to a service charge of 1 ½% per month (18% per annum). If the account is placed with an attorney or collection agency for collection, the customer shall be liable for all costs of collection, including, but not limited to a reasonable attorney fee or collection agency fee.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**This proposal must be signed & returned by email, fax or mail in order to schedule the specified job. Notice to Owner information must also be received prior to the start date of the job.**

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_





949 Shadick Dr.  
Orange City, FL 32763  
P: (386) 218-6969 F: (386) 218-6970  
www.allterraintractorservice.com

## PROPOSAL

Project Name:	Falcon Trace
Project Phase:	Mill & Overlay Parking & Loop
Job Number:	

Project Address: **13709 Big Hawk Lake Dr**  
City, State, Zip: **Orlando, FL**

Proposal Date: **Friday, March 22, 2019**  
Proposal price good for 30 days from  
the date of this proposal.

Prepared for: **Governmental Management Services**

Contact: **William Viasalyers**

Address:

Phone:

Cell: **407-451-4047**

City, State, Zip:

Email: [wviasalyers@gmscf.com](mailto:wviasalyers@gmscf.com)

### Scope of Work

1. **Mill and overlay Parking and Loop and striping**

### Qualifications & Exclusions

- 2 There are no bonds included in this proposal. If any are required, they will be at an additional cost.
- 3 There is no handling of contaminated, hazardous, or unsuitable materials included in this proposal. If any is required, it will be at an additional cost.
- 4 There are no permits included in this proposal. If any are required, they will be at an additional cost.
- 5 Proposal price is based on the assumption that this project will require red-lined as-builts only. If certified as-builts are required, they will be at an additional cost.
- 6 There is no testing included in this proposal. If any is required, it will be at an additional cost.
- 7 Any electrical, power, gas, CATV, telephone, utilities relocated or removed by others.
- 8 Any electrical work associated with site work scope is by others.

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL
Mobilization	1	LS	\$1,250.00	\$1,250.00
Mill ( Depth 1")	3,155	SY	\$4.93	\$15,554.15
Overlay Depth 1" w SP 9.5 Asphalt mix	3155	SY	\$8.34	\$26,312.70
Striping	1	LS	\$792.00	\$792.00
39 parking stalls				
4 Handicap Stalls				
1 stopbar				
Proposed Total				<b>\$43,908.85</b>

**Jamie Crow**

All Terrain Tractor Service, Inc.

**William Viasalyers**

Governmental Management Services

\_\_\_\_\_/\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_/\_\_\_\_\_  
Authorized Signature Date

Price is subject to change, pending receipt of 'Final Construction Drawings'.



## SECTION B



Lanier Plans, Inc. dba KorKat  
221 Cable Industrial Way  
Carrollton, GA 30117  
770-214-9322

# Estimate

Date      Estimate #  
4/4/2019      39113

## PLAYGROUNDS & SITE AMENITIES

### Name & Address for Bill To:

Governmental Management Services  
135 W. Central Blvd  
Suite 320  
Orlando, FL 32837

### Ship To

Big Hawk Recreation Center  
13709 Hawk Lake Road  
Orlando, FL 32837

Item	Description	Qty	Rep	Project or PO #
			DR	
			Cost	Total
R3-20592	RECYCLED PLAYGROUND STRUCTURE - 2-5 UNIT	1	14,206.00	14,206.00T
AFR0158XX	FRSTD BUBBLE STORM CLIMBER W/ "S" LOGO	1	3,703.00	3,703.00T
DISCOUNT	DISCOUNT		-5,209.00	-5,209.00
	SUBTOTAL			12,700.00
R3-20591	RECYCLED PLAYGROUND STRUCTURE	1	14,723.00	14,723.00T
87000038XX	C BRIDGE II MATRIX CLIMBER	1	3,673.00	3,673.00T
DISCOUNT	DISCOUNT		-5,696.00	-5,696.00
	SUBTOTAL			12,700.00
TFR14881XX	FRSTD SINGLE LILY PAD	4	232.00	928.00T
90015108XX	BELT SEAT SET 8', GALVANIZED CHAIN (INCLUDES TWO COMPLETE SEATS WITH ALL HARDWARE)	1	178.00	178.00T
90015130XX	FULL BUCKET SEAT SET 8', GALVANIZED CHAIN (SET INCLUDES TWO COMPLETE SEATS WITH ALL HARDWARE)	1	326.00	326.00T
90022004XX	4' BLACK LANDSCAPE TIMBER KIT	34	53.00	1,802.00T
	SUBTOTAL			3,234.00
INSTALL-PLAY...	INSTALL-PLAYGROUND	1	11,862.00	11,862.00
REMOVAL	REMOVAL OF TWO EXISTING PLAYGROUND STRUCTURES NOTE: IF TREE REMOVAL NEEDED- ADDITIONAL 3,000	1	3,000.00	3,000.00

### Total

Phone #

Fax #

E-mail

770-214-9322

770-214-9323

GinaS@KorKat.com

Signature



Lanier Plans, Inc. dba KorKat  
221 Cable Industrial Way  
Carrollton, GA 30117  
770-214-9322

## Estimate

Date      Estimate #  
4/4/2019      39113

### PLAYGROUNDS & SITE AMENITIES

#### Name & Address for Bill To:

Governmental Management Services  
135 W. Central Blvd  
Suite 320  
Orlando, FL 32837

#### Ship To

Big Hawk Recreation Center  
13709 Hawk Lake Road  
Orlando, FL 32837

			Rep	Project or PO #
			DR	
Item	Description	Qty	Cost	Total
MULCH	157 CY OF PLAYGROUND SAFE EWF TO COVER APPROX. 4222 SF @ 12" DEPTH - BLOWN-IN	1	7,752.00	7,752.00T
ENGINEERED D... PERMITTING	PLAYGROUND ENGINEERED DRAWINGS MINIMUM PERMITTING FEE - PERMIT FEES (WHICH COULD INCLUDE ADDITIONAL ENGINEERING COSTS, SITE PLANS OR PERMIT RUNNER FEES) OVER \$1,200.00 WILL BE THE RESPONSIBILITY OF THE CUSTOMER WITH PROOF OF RECEIPTS FOR ALL CHARGES. SHIPPING & HANDLING	2	925.00	1,850.00
		1	1,200.00	1,200.00
FREIGHT		1	1,350.00	1,350.00
	**2019 SUPERIOR SPRING SALE - ENDS 05-15-2019**			
	KORKAT CONTACT DANNY ROGERS 407-747-1669 dannyr@korkat.com Total sales tax calculated by AvaTax Select this as a transaction's tax to use AvaTax		2,323.94	2,323.94 0.00

Prices quoted are good for 15 days and are subject to total purchase, except for shipping which is subject to market changes. Installation price assumes normal soil conditions and does not include rock excavation or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of install.

Please note that a 50% deposit is required at time of order if installation is included. 100% payment is due at time of order for all equipment only purchases. Municipalities and schools are exempt from deposits with a valid purchase order.

**Total** \$57,971.94

Phone #      Fax #      E-mail

770-214-9322      770-214-9323      GinaS@KorKat.com

**Signature** \_\_\_\_\_



## BIG HAWK RECREATION CENTER

### Structures:

R3-20591  
Matrix Climber  
Lily Pads  
R3-20592  
Bubble Storm Climber  
Belt and Bucket Seats  
(Swings- Existing)

*For illustration purposes only, actual colors may vary.*



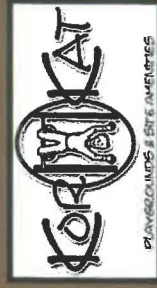
221 Cable Industrial Way  
Carrollton, GA 30117  
770.214.9322  
[www.KORKAT.com](http://www.KORKAT.com)

**BIG HAWK  
RECREATION  
CENTER**

**Structures:**  
R3-20591/Matrix Climber

**Color Key:**  
Post: Cedar  
Metals: Iced Coffee  
Plastics: Green  
Panels: Green/Iced Coffee

For illustration purposes only, actual colors may vary.



221 Cable Industrial Way  
Carrollton, GA 30117  
770.214.9322  
[www.KORKAT.com](http://www.KORKAT.com)







# BIG HAWK RECREATION CENTER

## Structures:

R3-20592/Bubble Climber

## Color Key:

Post: Cedar

Metals: Iced Coffee

Plastics: Green

Panel: Green/Iced Coffee

(for illustration purposes only, actual colors may vary)



221 Cable Industrial Way

Carrollton, GA 30117

770.214.9322

[www.KORKAT.com](http://www.KORKAT.com)

# SECTION C



4421 Reaves Road  
Kissimmee, Fl. 34746  
Ph: (407) 933-8791

# Proposal

**Proposal To: William Viasalyers**  
GMS Central Florida  
135 W. Central Blvd. #320  
Orlando, FL 32801

**Proposal No: 02019-27**

**Proposal Date: 3/11/19**

**Submitted By: Chet Berry**

**Proposal Amount: \$ 1,550.00**

**Phone: 407-451-4047**

**Fax:**

**Re: Paver work requested at Falcon's Trace Community Pool Pavilion.**

## **Scope of Work:**

- 1. Install new 12"x12" paver stones under the water slide.**
- 2. Owner to remove existing mulch and tree bark.**

**Materials, equipment and labor included.**



### **ACCEPTANCE OF PROPOSAL**

The Purchaser by signing this document represents the he/ she has read and fully understands the above work and services availability of material and/ or labor to be provided and further understands that this signed proposal constitutes full acceptance and agreement for services. Pricing of material and labor subject to availability at this time. Any alteration, or unforeseen conditions or deviation from the above description of services and work involve extra costs will be executed only upon written order, and will become an extra change over and above the agreed quoted proposal herein stated.

The above prices, specifications and conditions are satisfactory and are hereby accepted:

---

Owners Acceptance Signature & Date  
This Proposal valid for 30 days from date issued.  
(in lieu of pricing of labor and materials)

---

Contractor's Authorized Signature & Date  
TERMS: DUE UPON COMPLETION OF WORK

# SECTION D



Mailing: PO Box 951484, Lake Mary, FL 32795-1484  
Physical: 5079 Ohio Avenue, Sanford, FL 32771 • Phone 407-328-9425 • Fax 407-324-9448

April 22, 2019  
William Viasalyers  
Governmental Management Services  
135 W. Central Blvd. Suite 320  
Orlando Florida 32837  
Phone: 407-841-5524 Cell: 407-451-4047

**Delivery method:**  
Email: [wviasalyers@gmscfl.co](mailto:wviasalyers@gmscfl.co)

**Ref: Falcon Trace CDD- Landscape Enhancements**

Dear William,

This will serve as our Revised proposal for the following scope of work at the reference project.

**Location- Play Area (East Side Club House)**

• Remove Existing Pine Bark	
• Replace with Play Safe (Certified Mulch)	
(4hrs) Site Preparation @ \$300.00hr	\$1,200.00
Trash Disposal Fee	\$ 250.00
(60yds) Play Safe Mulch @ \$55.00yd	\$3,300.00
<b>Total</b>	<b>\$4,750.00</b>

**Location- Large Field (North Side Club House)**

- Remove Existing Magnolias

**OPTION #1**

(3) Brackens Magnolias 100gal @ \$850.00ea	\$2,550.00
(1hr) Site Preparation @ \$300.00hr	\$ 300.00

**OPTION #2**

Shorten Bed Lines Around Existing Crape Myrtles	
(600sqft) Floratam Sod @ \$1.00sqft	\$ 600.00
Irrigation Upgrade	\$ 150.00

**Location- Hawk Lane Dr.**

- Remove/Replace Existing Magnolias

**OPTION #1**

(3) Brackens Magnolias 100gal @ \$850.00ea	\$2,550.00
(1hr) Site Preparation @ \$300.00hr	\$ 300.00
Irrigation Upgrade	\$ 125.00

**OPTION #2**

(50) Fill in Hedge Line (Same as Existing) 3gal @ \$15.50ea	\$ 775.00
(1hrs) Site Preparation @ \$300.00hr	\$ 300.00

**Location- West Side (Past Gate) Right Side**

• Remove Hawthorn in Decline	
(25) Ornamental Fountain Grass 3gal @ \$15.50ea	\$ 387.50
(1hr) Site Preparation @ \$300.00hr	\$ 300.00

Thank you for choosing REW Landscape to provide you with a bid proposal. If you have any questions, please contact me at your convenience.

Thank you for your consideration.

Sincerely,

*John*

Acceptance Signature

PRINT NAME

Date

John Cerabino, Manger  
Rew Landscape Corp.  
REW/sm.Falcon Trace CDD Landscape Enhancements(04.22.2019).doc

## SECTION VI

## RESOLUTION 2019-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2019/2020 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Falcon Trace Community Development District ("**District**") prior to June 15, 2019, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("**Fiscal Year 2019/2020**"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

**1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**2. SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 14, 2019

HOUR: 6:00 p.m.

LOCATION: Big Hawk Lake Rec Center  
13600 Hawk Lake Drive  
Orlando, FL 32837

**3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Orange County at least 60 days prior to the hearing set above.

**4. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

**5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

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

**PASSED AND ADOPTED THIS 15<sup>th</sup> DAY OF MAY, 2019.**

ATTEST:

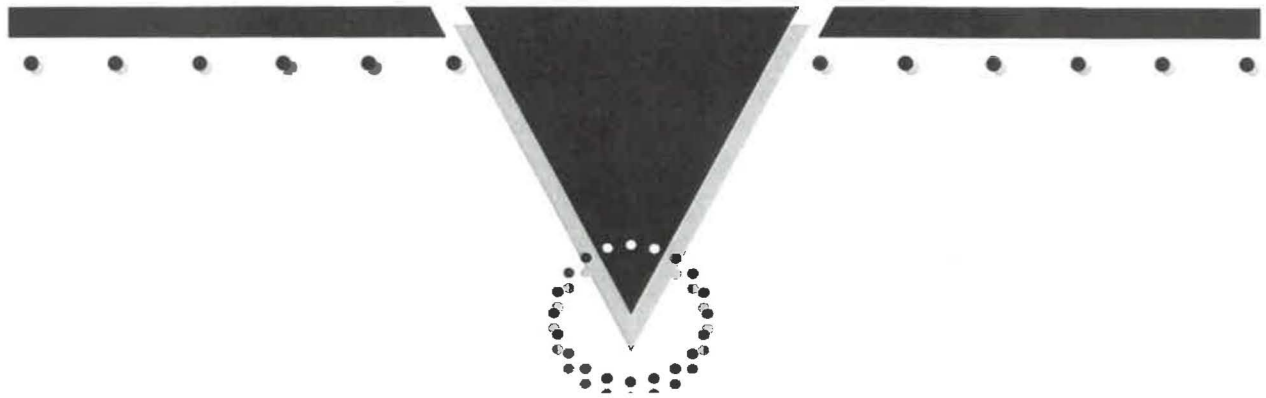
**FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors



**Falcon Trace**

**Community Development District**

**Proposed Budget**

**FY 2020**



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<b>1</b>	<u>General Fund</u>
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**Falcon Trace  
Community Development District**

**General Fund Budget  
Fiscal Year 2020**

<b>ADOPTED BUDGET FY 2019</b>	<b>ACTUAL THRU 4/30/19</b>	<b>NEXT 5 MONTHS</b>	<b>PROJECTED THRU 9/30/19</b>	<b>PROPOSED BUDGET FY 2020</b>
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**REVENUES:**

Maintenance Assessments	\$355,855	\$345,408	\$10,447	\$355,855	\$355,855
Miscellaneous Income	\$2,000	\$780	\$720	\$1,500	\$1,500
Interest Income	\$0	\$101	\$49	\$150	\$100
<b>TOTAL REVENUES</b>	<b>\$357,855</b>	<b>\$346,289</b>	<b>\$11,216</b>	<b>\$357,505</b>	<b>\$357,455</b>

**EXPENDITURES:**

**Administrative:**

Supervisors Fees	\$8,000	\$2,000	\$3,000	\$5,000	\$8,000
FICA Expense	\$612	\$153	\$230	\$383	\$612
Engineering Fees	\$1,000	\$0	\$1,000	\$1,000	\$1,000
Dissemination	\$1,000	\$583	\$417	\$1,000	\$1,000
Assessment Roll	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Arbitrage Rebate	\$600	\$0	\$0	\$0	\$600
Attorney Fees	\$15,000	\$7,811	\$7,189	\$15,000	\$15,000
Annual Audit	\$3,200	\$3,200	\$0	\$3,200	\$3,300
Trustee Fees	\$4,450	\$0	\$4,450	\$4,450	\$4,450
Management Fees	\$51,615	\$30,109	\$21,506	\$51,615	\$51,615
Information Technology	\$1,450	\$846	\$2,579	\$3,425	\$1,450
Telephone	\$50	\$13	\$37	\$50	\$50
Postage	\$500	\$91	\$159	\$250	\$500
Printing and Binding	\$800	\$111	\$289	\$400	\$800
Insurance	\$11,800	\$10,654	\$0	\$10,654	\$11,250
Legal Advertising	\$2,500	\$393	\$1,607	\$2,000	\$2,500
Contingency	\$1,200	\$392	\$408	\$800	\$1,200
Property Appraiser	\$1,000	\$902	\$0	\$902	\$1,000
Office Supplies	\$500	\$37	\$63	\$100	\$500
Dues, Licenses, & Subscriptions	\$175	\$175	\$0	\$175	\$175
<b>TOTAL ADMINISTRATIVE</b>	<b>\$110,452</b>	<b>\$62,469</b>	<b>\$42,934</b>	<b>\$105,403</b>	<b>\$110,002</b>

**Maintenance:**

Field Management	\$19,343	\$11,283	\$8,060	\$19,343	\$19,343
Property Insurance	\$6,870	\$6,245	\$0	\$6,245	\$6,750
Pool Staff Payroll	\$76,000	\$21,304	\$48,696	\$70,000	\$76,000
Security	\$1,500	\$588	\$425	\$1,013	\$1,500
Telephone Expense	\$2,200	\$1,147	\$834	\$1,981	\$2,200
Electric	\$18,900	\$9,783	\$7,637	\$17,420	\$18,900
Irrigation/Water	\$13,500	\$2,800	\$2,425	\$5,225	\$13,500
Lake Maintenance	\$8,600	\$1,800	\$1,800	\$3,600	\$8,600
Pest Control	\$650	\$0	\$650	\$650	\$650
Pool Maintenance	\$27,020	\$14,564	\$12,456	\$27,020	\$27,020
Grounds Maintenance	\$33,000	\$16,891	\$13,109	\$30,000	\$33,000
General Facility Maintenance	\$10,000	\$3,836	\$6,164	\$10,000	\$10,000
Refuse Service	\$4,800	\$2,848	\$2,065	\$4,913	\$5,000
Field Contingency	\$5,000	\$250	\$750	\$1,000	\$5,000
Transfer Out - Current Year	\$20,019	\$0	\$20,019	\$20,019	\$19,990
<b>TOTAL MAINTENANCE</b>	<b>\$247,403</b>	<b>\$93,339</b>	<b>\$125,089</b>	<b>\$218,428</b>	<b>\$247,453</b>

<b>TOTAL EXPENDITURES</b>	<b>\$357,855</b>	<b>\$155,808</b>	<b>\$168,023</b>	<b>\$323,831</b>	<b>\$357,455</b>
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<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>	<b>\$190,481</b>	<b>(\$156,807)</b>	<b>\$33,674</b>	<b>\$0</b>
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Net Assessments	\$355,855
Add: Discounts & Collections	\$22,714
Gross Assessments	\$378,569

Total Units	902
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Per Unit Assessment	\$ 419.70
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**FALCON TRACE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET**

**REVENUES:**

**MAINTENANCE ASSESSMENTS**

The District will levy a Non-Ad Valorem assessment on all of the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

**MISCELLANEOUS INCOME**

The District will receive income from guest fees, including rental income and pool access cards.

**INTEREST INCOME**

The District earns interest income on their operating accounts and other investments.

**EXPENDITURES:**

**ADMINISTRATIVE:**

**SUPERVISORS FEES**

The Florida Statutes allows each supervisor to be paid per meeting, for the time devoted to District business and board meetings. The amount for the fiscal year is based upon 5 supervisors attending 8 monthly meetings.

**FICA EXPENSE**

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

**ENGINEERING FEES**

Estimated cost for providing general engineering services to the District on an as needed basis as directed by the Board of Supervisors.

**DISSEMINATION**

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b) (5) which relates to additional reporting requirements for unrated bond issues. The District's hired Governmental Management Services – Central Florida, LLC. to provide this service.

**ASSESSMENT ROLL**

The District has contracted with Governmental Management Services – Central Florida, LLC. to levy and administer the collection of a Non-Ad Valorem assessment on all assessable property within the District.

**ARBITRAGE REBATE**

The District has contracted with Grau & Associates, to annually calculate the District's Arbitrage Rebate Liability on the Series 2007 Special Assessment Bonds.

**ATTORNEY FEES**

The District's attorney will be providing general legal services to the District, e.g., attendance and preparation for monthly meetings, reviewing contracts, agreements, resolutions, etc. The District's legal firm is Hopping, Green & Sams.

**ANNUAL AUDIT**

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. The District's auditing firm is Grau & Associates.

**TRUSTEE FEES**

The District issued Series 2007 Special Assessment Bonds that are deposited with a Trustee at US Bank.

**FALCON TRACE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET**

**MANAGEMENT FEES**

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reporting, annual audits, etc.

**INFORMATION TECHNOLOGY**

The District incurs costs related to the District's accounting and information systems, website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

**TELEPHONE**

The District incurs charges for telephone and facsimile services.

**POSTAGE**

Mailing of Board meeting agenda packages, overnight deliveries, checks for vendors and any other required correspondence.

**PRINTING AND BINDING**

Printing and binding agenda packages for board meetings, printing of computerized checks, correspondence, stationary, etc.

**INSURANCE**

The District's general liability and public officials liability insurance coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

**LEGAL ADVERTISING**

Advertising of monthly board meetings, public hearings, and any services that are required to be advertised for public bidding, i.e. audit services, engineering service, maintenance contracts and any other advertising that may be required.

**CONTINGENCY**

Represents estimated bank charges and any other miscellaneous charges that the District may incur during the fiscal year.

**PROPERTY APPRAISER**

Represents the fees to be paid to the Orange County Property Appraiser's office for assessment administration services.

**OFFICE SUPPLIES**

The District incurs charges for supplies that need to be purchased during the fiscal year, including copier and printer toner cartridges, paper, file folders, binders, pens, paper clips, and other such office supplies.

**DUES, LICENSES, & SUBSCRIPTIONS**

The District is required to pay an annual fee to the Department of Economic Opportunities for \$175. This is the only expense under this category for the District.

**MAINTENANCE:**

**FIELD MANAGEMENT**

Provide onsite field management of contracts for the District per the management consulting contract with Governmental Management Services - Central Florida, LLC. Services to include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

# FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET

## PROPERTY INSURANCE

The District's property insurance coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

## POOL STAFF PAYROLL

The District has contracted with Governmental Management Services - Central Florida, LLC. to hire and supervise pool attendants; coordinate all facility operations and be the contact point for answering questions and solving problems for residents. Account line includes staff hours for the fiscal year, all related benefits, and a contingency for projects and a pay increase.

## SECURITY

This represents the cost of monthly monitoring of the security system to the recreation center.

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
SAFETOUCH	\$84	\$1,007
CONTINGENCY		\$493
		<u>\$1,500</u>

## TELEPHONE EXPENSE

This fee represents telephone and facsimile charges for the recreational facility.

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
BRIGHTHOUSE - ACCOUNT # 0050710061-01	\$162	\$1,944
CONTINGENCY		\$256
		<u>\$2,200</u>

## ELECTRIC

The District has electrical accounts with Duke Energy for the recreation facility and other District areas.

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
DUKE ENERGY - ACCOUNT # 63686 18371	\$1,575	\$18,900
		<u>\$18,900</u>

## IRRIGATION/WATER

This item represents utility service costs for water and wastewater.

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
ORANGE COUNTY UTILITIES - ACCOUNT # 0038166200	\$1,125	\$13,500
		<u>\$13,500</u>

# FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET

## LAKE MAINTENANCE

Maintenance consists of treatment of the lake edge on the pond area by the recreation center. Costs are based on estimated service costs.

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
AQUATIC WEED MANAGEMENT	\$300	\$3,600
ADDITIONAL TREATMENTS		\$5,000
		<u>\$8,600</u>

## PEST CONTROL

Scheduled maintenance consists of monthly interior and exterior service at Big Hawk Lake recreation center.

## POOL MAINTENANCE

Scheduled maintenance consists of maintaining the pool, maintaining the chlorine balance in the pool, and monthly purchase of a CO<sub>2</sub> tank. Unscheduled maintenance consists of shocking the pool, extra chlorine treatments, or unforeseen repairs.

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
ROBERTS POOL SERVICE AND REPAIR INC	\$600	\$7,200
POOL MAINTENANCE	\$1,000	\$12,000
CONTINGENCY		\$7,820
		<u>\$27,020</u>

## GROUNDS MAINTENANCE

Scheduled maintenance consists of mowing turf, landscape maintenance, trash pickup on the common areas, and all regular landscaping maintenance activities. Unscheduled maintenance consists of repairs or replacement of damaged areas.

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
REW LANDSCAPE CORP	\$2,256	\$27,067
IRRIGATION REPAIRS		\$1,500
CONTINGENCY		\$4,433
		<u>\$33,000</u>

## GENERAL FACILITY MAINTENANCE

Scheduled maintenance consists of cleaning the recreation center, replacing light bulbs for the tennis courts, performing any necessary general maintenance, painting, electrical and plumbing repairs, and repairing any other damages.

## REFUSE SERVICE

Scheduled maintenance consists of regular trash removal.

## FIELD CONTINGENCY

The current year contingency represents the potential excess of unscheduled maintenance expenses not included in budget categories or not anticipated in specific line items.

## TRANSFER OUT

Excess funds transfer out to Capital Projects fund.

**Falcon Trace**  
**Community Development District**

**Capital Reserve Fund**  
**Fiscal Year 2020**

<b>ADOPTED BUDGET FY 2019</b>	<b>ACTUAL THRU 04/30/19</b>	<b>NEXT 5 MONTHS</b>	<b>PROJECTED THRU 9/30/19</b>	<b>PROPOSED BUDGET FY 2020</b>
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**REVENUES:**

Transfer In	\$20,019	\$0	\$245,887	\$245,887	\$19,990
Interest	\$150	\$115	\$85	\$200	\$150
Beginning Fund Balance	\$234,197	\$264,275	\$0	\$264,275	\$475,316
<b>TOTAL REVENUES</b>	<b>\$254,366</b>	<b>\$264,390</b>	<b>\$245,972</b>	<b>\$510,362</b>	<b>\$495,456</b>

**EXPENDITURES:**

Parking Lot Resurfacing	\$0	\$0	\$0	\$0	\$35,000
Pool Furniture	\$10,000	\$0	\$10,000	\$10,000	\$10,000
Building Renovations	\$25,000	\$0	\$25,000	\$25,000	\$0
Landscape Improvements	\$0	\$0	\$0	\$0	\$15,000
Transfer Out	\$0	\$46	\$0	\$46	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$35,000</b>	<b>\$46</b>	<b>\$35,000</b>	<b>\$35,046</b>	<b>\$60,000</b>
<b>EXCESS REVENUES</b>	<b>\$219,366</b>	<b>\$264,344</b>	<b>\$210,972</b>	<b>\$475,316</b>	<b>\$435,456</b>

**Falcon Trace**  
**Community Development District**

**Debt Service Fund**  
**Series 2007**  
**Fiscal Year 2020**

<b>ADOPTED BUDGET FY 2019</b>	<b>ACTUAL THRU 04/30/19</b>	<b>NEXT 5 MONTHS</b>	<b>PROJECTED THRU 9/30/19</b>	<b>PROPOSED BUDGET FY 2020</b>
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**REVENUES:**

Assessments - On Roll	\$413,660	\$401,070	\$12,590	\$413,660	\$413,660
Interest Income	\$300	\$612	\$288	\$900	\$300
Transfer In	\$0	\$46	\$0	\$46	\$0
Beginning Fund Balance	\$239,924	\$240,289	\$0	\$240,289	\$229,683
<b>TOTAL REVENUES</b>	<b>\$653,885</b>	<b>\$642,017</b>	<b>\$12,878</b>	<b>\$654,895</b>	<b>\$643,643</b>

**EXPENDITURES:**

Special Call - 11/1	\$0	\$5,000	\$0	\$5,000	\$0
Interest - 11/1	\$17,663	\$17,663	\$0	\$17,663	\$8,888
Principal - 5/1	\$385,000	\$0	\$385,000	\$385,000	\$400,000
Interest - 5/1	\$17,663	\$0	\$17,550	\$17,550	\$8,888
Transfer Out	\$0	\$0	\$0	\$0	\$225,868
<b>TOTAL EXPENDITURES</b>	<b>\$420,325</b>	<b>\$22,663</b>	<b>\$402,550</b>	<b>\$425,213</b>	<b>\$643,643</b>
<b>EXCESS REVENUES</b>	<b>\$233,560</b>	<b>\$619,355</b>	<b>(\$389,672)</b>	<b>\$229,683</b>	<b>\$0</b>

Net Assessments	\$413,660
Add: Discounts & Collections	\$26,404
Gross Assessments	<u>\$440,064</u>

Total Units 900

Per Unit Assessment \$ 488.96

**FALCON TRACE**  
**Community Development District**  
**SERIES 2007 SPECIAL ASSESSMENTS BONDS**  
**DEBT SERVICE SCHEDULE**

**AMORTIZATION SCHEDULE**

<b>DATE</b>	<b>BALANCE</b>	<b>RATE</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>TOTAL</b>
11/01/19	\$395,000.00	4.500%	\$0.00	\$8,887.50	\$0.00
05/01/20	\$395,000.00	4.500%	\$400,000.00	\$8,887.50	\$417,775.00
			<b>\$400,000.00</b>	<b>\$17,775.00</b>	<b>\$417,775.00</b>



## SECTION VII

# SECTION A

**AGREEMENT BETWEEN THE FALCON TRACE COMMUNITY DEVELOPMENT  
DISTRICT AND AQUATIC WEED MANAGEMENT, INC. REGARDING THE  
PROVISION OF LAKE MAINTENANCE SERVICES**

This Agreement (the "Agreement") is made and entered into as of this 1 day of September, 2016, by and between:

**Falcon Trace Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Orange County, Florida, and whose mailing address is 135 W. Central Blvd., Suite 320, Orlando, Florida 32801 (hereinafter the "District"); and

**Aquatic Weed Management, Inc.**, a Florida corporation, whose address is P.O. Box 1259, Haines City, Florida 33845 (hereinafter "Contractor").

**RECITALS**

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping improvements, recreational facilities and Big Hawk Lake; and

WHEREAS, the District has a need to retain an independent contractor to provide lake maintenance services for a lake known as "Big Hawk Lake" located within the District; and

WHEREAS, Contractor represents that it is qualified to serve as a lake maintenance contractor and has agreed to provide to the District such services.

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. DESCRIPTION OF WORK AND SERVICES.**

A. The District desires that the Contractor provide professional lake maintenance services within presently accepted standards. Upon all parties signing this Agreement, the Contractor shall provide the District with the specific services identified in this Agreement.

B. 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 assure completion of the services.

C. The Contractor shall provide the specific professional services as shown in Section 3 of this Agreement.

**SECTION 3. SCOPE OF LAKE MAINTENANCE SERVICES.**

A. The obligations and responsibilities of the Contractor include conducting twelve

(12) inspections per year on a monthly basis and provide the following treatments as necessary to control noxious growth throughout the term of service:

1. Emerged Vegetation Control
2. Floating Vegetation Control
3. Filamentous Algae Control

The work area for the above services will include the entire lake up to the ordinary high water area. The only Submerged Vegetation Control to be performed under this Agreement will be the stocking of sterile triploid grass carp when and if approved by the District. Any different form of Submerged Vegetation Control will not be provided by Contractor, unless approved in a subsequent writing executed by the District and Contractor.

B. Contractor will provide monthly shoreline grass and brush control services on shorelines located around residences, and quarterly shoreline grass and brush control services for the remainder of the shorelines.

C. If approved by the District in writing and permitted by Florida law, Contractor shall supply and stock sterile triploid grass carp in order to control growing Hydrilla. The size and quantity of the sterile triploid grass carp to be supplied shall also be approved in advance in writing by the District.

D. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** of this Agreement unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person 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 Contractor's services.

1. The District hereby designates the District Manager to act as its representative.
2. Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

#### **SECTION 5. COMPENSATION; TERM.**

A. As compensation for services described in this Agreement, the District agrees to pay the Contractor \$300.00 per month for the maintenance services described in Section 3 herein. The stocking of sterile triploid grass carp shall not exceed \$6.00 per fish. Work shall commence on October 1, 2016 and end September 30, 2019, unless this Agreement is otherwise terminated pursuant to the terms of this Agreement. The Contractor acknowledges that the prices of this Agreement are firm through the original term, and that the Contractor may propose to change the prices at the time of any renewal of this Agreement, but only with the District's written consent.

B. If the District should desire additional work or services, including sterile triploid grass carp stocking or chemical treatments, or to add additional lands to be maintained, 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 an 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.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, 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, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices.

As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the receipt thereof.

#### **SECTION 6. INSURANCE.**

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

1. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
2. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - i. Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
3. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
4. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its 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 7. INDEMNIFICATION.**

A. 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, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** 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, such termination to be effective upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

**SECTION 10. 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 damages, injunctive relief, 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 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the

conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 13. TERMINATION.** The Contractor may terminate this Agreement with or without cause by providing sixty (60) 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 District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause upon thirty (30) days written notice of termination. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such prior written approval shall be void.

**SECTION 16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the



prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

**SECTION 20. 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 21. 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 instrument.

**SECTION 22. 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 the District:** Falcon Trace Community Development District  
135 W. Central Blvd., Suite 320  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Michael C. Eckert

**B. If to the Contractor:** Aquatic Weed Management, Inc.  
P.O. Box 1259  
Haines City, Florida 33845  
Attn: Bill Snively

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 23. 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 24. CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

**SECTION 25. 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 Jason Showe ("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 (407) 841-5524, [JSHOWE@GMSCFL.COM](mailto:JSHOWE@GMSCFL.COM), OR C/O GOVERNMENTAL MANAGEMENT SERVICES, CENTRAL FLORIDA, 135 W. CENTRAL BLVD., SUITE 320, ORLANDO, FLORIDA 32801.**

**SECTION 26. 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 27. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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 any doubtful language will not be interpreted or construed against any party.

**SECTION 28. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**IN WITNESS WHEREOF,** the parties hereto have signed this Agreement on the day and year first written above.

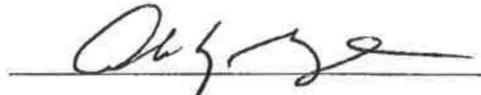
**ATTEST:**

**FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT**



Jason M. Shawe

Asst. Secretary



Andrew Gamman

Chairman, Board of Supervisors

Witness:

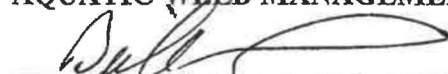


(Signature of Witness)

Steve Campbell

(Print Name of Witness)

**AQUATIC WEED MANAGEMENT, INC.**



By: Bill Smiley

Its: VP

## SECTION B

Falcon Trace # 27,067,241 R  
10/01/16 - 09/30/19 # 2,255,610.00

**AGREEMENT BETWEEN THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT AND REW CUSTOM LANDSCAPE, LLC REGARDING THE PROVISION OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

This Agreement (the "Agreement") is made and entered into this 30th day of AUGUST, 2016, by and between:

**Falcon Trace Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Orange County, Florida, and whose mailing address is 135 W. Central Blvd., Suite 320, Orlando, Florida 32801 (hereinafter the "District"); and

**~~REW Landscape Corp.~~**

**~~REW Custom Landscape, LLC~~**, a Florida limited liability company, whose address is 1469 North New York Street, Sanford, Florida 32771 (hereinafter "Contractor").

**RECITALS**

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping improvements, recreational facilities and Big Hawk Lake; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for certain lands within the District known as the "Big Hawk Lake Recreation Center;" and

WHEREAS, Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to provide to the District those services identified in the Landscape Maintenance Specifications.

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. DUTIES.** The duties, obligations, and responsibilities of the Contractor are described herein and in the Landscape Maintenance Specifications, attached hereto as **Exhibit 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. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions.

**SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees to undertake work and/or perform such services as specified in this Agreement, in the Landscape Maintenance Specifications and in any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- a. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- b. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- c. The District shall designate in writing a person 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 Contractor's services.
  - (i) The District hereby designates the District Manager to act as its representative.
  - (ii) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- d. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- e. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

**SECTION 4. COMPENSATION.** In exchange for providing the services identified in the Landscape Maintenance Specifications, the District shall make monthly payments to the Contractor in the amount of Two Thousand Two Hundred Fifty Five Dollars and Sixty Cents (\$2,255.60). Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable within thirty (30) days of receipt of same.

**SECTION 5. TERM.** This Agreement shall commence on October 1, 2016 and shall be effective through September 30, 2019 unless terminated in accordance with this Agreement.

**SECTION 6. INSURANCE.**

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its 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 7. INDEMNIFICATION.

A. 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, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.



**B.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** 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, such termination to be effective upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

**SECTION 10. 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 damages, injunctive relief, 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 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or



manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 13. TERMINATION.** The Contractor may terminate this Agreement with or without cause by providing sixty (60) 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 District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause upon thirty (30) days written notice of termination. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such prior written approval shall be void.

**SECTION 16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

**SECTION 20. 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 21. 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 instrument.

**SECTION 22. 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 the District:** Falcon Trace Community Development District  
135 W. Central Blvd., Suite 320  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: Michael C. Eckert

**B. If to the Contractor:** ~~REW Custom Landscape, LLC~~ *REN Landscape Corp*  
1469 North New York Street  
Sanford, Florida 32771  
Attn: Richard Wesley

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 23. 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 24. CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

**SECTION 25. 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 Jason Showe ("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 (407) 841-5524, [JSHOWE@GMSCFL.COM](mailto:JSHOWE@GMSCFL.COM), OR C/O GOVERNMENTAL MANAGEMENT SERVICES, CENTRAL FLORIDA, 135 W. CENTRAL BLVD., SUITE 320, ORLANDO, FLORIDA 32801.**

**SECTION 26. 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.

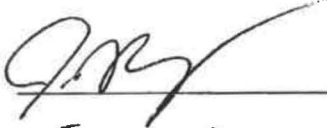
**SECTION 27. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case 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 any doubtful language will not be interpreted or construed against any party.

**SECTION 28. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**IN WITNESS WHEREOF,** the parties hereto have signed this Agreement on the day and year first written above.


**ATTEST:**

**FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Jason M. Shawe

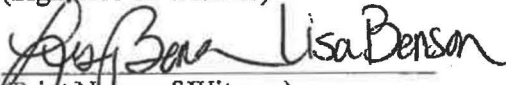
Asst.

Secretary


  
\_\_\_\_\_  
Andrew Gammon  
Chairman, Board of Supervisors

Witness:

  
\_\_\_\_\_  
(Signature of Witness)

  
\_\_\_\_\_  
(Print Name of Witness)

**REW LANDSCAPE Corp.**  
~~REW CUSTOM LANDSCAPE, LLC~~

  
\_\_\_\_\_  
By: **RICHARD E. WESLEY**  
Its: **PRESIDENT**

**Exhibit A**      Landscape Maintenance Specification

## **Exhibit A**

# **Landscape Maintenance Specifications**

**GOVERNMENTAL MANAGEMENT SERVICES**  
**Falcon Trace CDD**  
**Landscape Maintenance Specifications**

The Contractor shall provide at his own risk and cost all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, chemicals and other items needed to perform the landscape maintenance work according to the following specifications:

**Turf Care**

**Mowing**

The mowing of all turf areas on the property no less than once each seven days in the heavy growing season 42 cuts per year minimum

Mowing in the winter months will be regulated on an as-needed basis, but not less than once per month.

Mowing height to be based on reasonability and what horticultural correct for the turf variety and conditions. However in no instance will the mowing heights be less than 3" nor shall more than 1/3 of left blade be removed at any cutting.

**Edging**

The edging of all walks and other paved areas will be performed weekly during heavy growing season, and no less than monthly during the winter months. The edging of all bed areas will be performed on an as-needed basis.

**Groundcover**

**Pruning & Edging**

Edge or prune groundcover as needed to keep from spreading over walks, curbs, or up walls. Pruning to maintain a natural shape will be a continuous operation.

**Weed Control**

Keep reasonably weed free from broadleaf and grassy weeds with respect to the site conditions and the time of year. This shall be obtained through the use of pre-emergent, selective contact herbicides and manual weeding.

#### Fertilizer

Fertilizer shall be applied (3) times per year. A standard non-burning commercial turf fertilizer shall be used at a rate of (1) pound of actual nitrogen per 1,000 square feet. Fertilizer shall be watered in after each application at the next regular watering period.

#### Shrub Care

##### Pruning

Prune to maintain a natural, organic shape as a continuous operation, but not when the plant is in flower.

##### Weed Growth and Debris

Shrub beds will be kept reasonably weed free with respect to site conditions and the time of year. This will be obtained through the use of Pre-emergents, selective contact herbicides and manual weeding.

Spent flowers, leaves and any other landscape debris (i.e., Clippings) shall be removed from plant areas every other week unless heavier accumulation requires weekly removal.

##### Replacements

Replacement of plants due to circumstances beyond the Contractors control, (i.e., acts of God, vandalism, drought, freeze, storm damage or poor drainage) shall be at the owner's expense. Replacement required through the negligence of the Contractor shall be at the Contractors expense.

#### Tree Care

##### Pruning

All trees on the work site shall be maintained in their natural shapes, whether specifically mentioned or not. Trees shall be pruned in a manner to select and develop permanent scaffold branches that are smaller in diameter than the trunk to branch to which they are attached; to provide radical orientation so as not to overlay on another; to eliminate narrow "V" shaped branch forks that lack strength; to reduce toppling and wind damage by thinning out crowns; to maintain growth within space limitations and to balance the crown with roots.

All pruning cuts will be made flush. "Stubbing" will not be permitted. Pruning for general clean up of trees is recommended in the winter or fall. Tree pruning is limited to trees 12 feet, or less, in height.

#### Staking and Guying.

Trees shall be inspected for staking and guying.

#### Tree Basins

A cleared circle shall be maintained at the base of trees to reduce competition for nutrients by lawns and groundcovers, and to prevent damage from mowing equipment.

#### Owner Awareness

Dead plants and those in a state of decline shall be brought to the Owner's attention.

#### Communication

It is recommended that monthly walk-thru's during regular working hours be scheduled with the District's representative and Contractors representative. Each visit to community a crew supervisor must check in and out with management. A form will be provided for work completed during each visit and a copy left with management.

#### Litter Control

Paper, grass, cans and branches shall be removed from the landscape areas on a weekly basis.

All walkways shall be kept clear of debris from the maintenance operation.

#### Mulch

Mulch will be replaced one (1) time a year using mini pine nuggets.

#### Work not included

The following items would be an "extra" to this contract but can be performed under separate contract with Owner's prior authorization:

- 1) The Sweeping of parking areas and driveways except for the clean-up of debris generated from our work.
- 2) Contractor will not furnish or plant additional trees, shrubs, groundcovers, vines or seasonal flowers under this contract.
- 3) Deep feeding of trees requiring supplemental fertilization for growth and development.
- 4) Pruning of trees over 12 feet tall
- 5) Spraying for tree disease and insect control above 10 feet.
- 6) Hand watering of turf areas or individual planters.
- 7) The labor and materials to supply annual color.



- 8) Specialized staking and guying of trees.

**Irrigation** (Included in contract)

Contractor will activate each zone and inspect the irrigation system monthly for broken or clogged heads, malfunctioning or leaking valves, or any other condition which hampers the correct operation of the system. Authorization for work not covered by this contract will be requested unless emergency repairs are necessary.

Due to the nature of some Fungus and Diseases, it may be necessary to adjust the irrigation systems. Repairs are to be made at an acceptable hourly rate plus the cost of materials.

Contractor to repair/correct malfunction of valves, sprinklers or irrigation lines at Owner's expense with prior approval unless due to Contractor's negligence. Technician rate for irrigation work is \$55.00 per hour plus parts.

**Options**

Mulch Touch up - \$35.00 Yard

# SECTION C

**AGREEMENT BETWEEN THE FALCON TRACE COMMUNITY DEVELOPMENT  
DISTRICT AND ROBERTS POOL SERVICE AND REPAIR, INC. FOR THE  
PROVISION OF POOL MAINTENANCE SERVICES**

THIS AGREEMENT (the "Agreement") is made and entered into this 16<sup>th</sup> day of May 2018, by and between the following parties:

**Falcon Trace Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Orange County, Florida, and whose mailing address is 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the "District"); and

**Roberts Pool Service and Repair, Inc.**, a Florida corporation whose address is 19315 Lake Pickett Road, Orlando, Florida 32820 ("Contractor", and together with the District, the "Parties").

**RECITALS**

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including pool and amenity facilities; and

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary to provide pool maintenance services at the District's amenity facility as described herein and in the attached **Exhibit A**, which is incorporated herein by reference (the "Services"); and

WHEREAS, Contractor represents that it is licensed, qualified, willing and capable of providing the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement and the District is amenable to the same; 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. DESCRIPTION OF WORK AND SERVICES.**

**A.** Contractor agrees to provide the labor and materials necessary for the provision of pool maintenance services to the District in accordance with the terms of this Agreement and the attached **Exhibit A**. If any provisions in this Agreement contradict any provisions of **Exhibit A**, the terms of this Agreement shall control.

attached **Exhibit A**. If any provisions in this Agreement contradict any provisions of **Exhibit A**, the terms of this Agreement shall control.

**B.** 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, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall use industry best practices and procedures when carrying out the Services.

**C.** 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 Services.

**D.** Contractor shall report directly to the District Manager or his designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

**SECTION 3. TIMING.** The Services have commenced on May 16, 2018 and shall continue until September 30, 2019, unless otherwise terminated earlier in accordance with Section 5 of this Agreement.

#### **SECTION 4. COMPENSATION; TERM.**

**A.** As compensation for the Services, the District agrees to pay Contractor in the amount of Six-Hundred Dollars (\$600) per month. Contractor shall invoice the District by the 15<sup>th</sup> of every month for the Services completed during the prior month, and the District shall remit payment to Contractor within thirty (30) days of receipt of such an invoice.

**B.** If the District should desire additional work or services not provided in **Exhibit A**, 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, and Contractor shall perform such additional work or services as if described and delineated in this Agreement.

**C.** The District may require, as a condition precedent to making any payment to 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 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 Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation,

Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 5. TERMINATION.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) 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. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, and as Contractor's sole and exclusive remedy for any termination hereunder, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against Contractor.

**SECTION 6. INSURANCE.**

A. Contractor shall, at its own expense, maintain insurance during the performance of the Services under 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

B. The District, its staff, consultants and supervisors shall be named as an additional insured. 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 Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event 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 7. INDEMNIFICATION.**

A. Contractor agrees to defend, indemnify, and hold harmless the District and its

officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

**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, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If 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 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, such termination to be effective immediately upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes* or other law, 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 such limitations of liability or by operation of law.

**SECTION 11. NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties hereto 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.

**SECTION 12. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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 13. FINAL AGREEMENT.** This instrument shall constitute the final and complete expression between the District and Contractor relating to the subject matter of this Agreement.

**SECTION 14. 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 Contractor.

**SECTION 15. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 16. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the parties, as follows:

**If to District:** Falcon Trace Community Development District  
135 West Central Boulevard, Suite 320  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:** Hopping Green & Sams PA  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**If to Contractor:** Roberts Pool Service and Repair, Inc.  
19315 Lake Pickett Road  
Orlando, Florida 32820  
Attn: Patricia Buchanan

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 District and counsel for Contractor may deliver Notice on behalf of the District and 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 in this Agreement.

**SECTION 17. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 18. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Orange County, Florida.

**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 George Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by law, 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 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GFLINT@GMSFCL.COM, AND 135 WEST CENTRAL BLVD, SUITE 320, ORLANDO, FLORIDA 32801.**

**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 neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 22. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**SECTION 23. NEGOTIATION AT ARM'S LENGTH.** 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 24. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written consent of the other party. Any purported assignment without such consent shall be void.

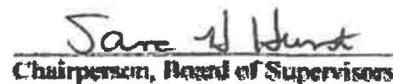
**SECTION 25. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement to be effective on the day and year first written above.

**ATTEST:**

**FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

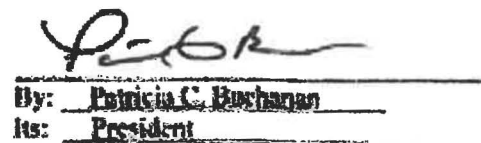
  
Secretary or Assistant Secretary

  
Chairperson, Board of Supervisors

**WITNESS:**

**ROBERTS POOL SERVICE AND  
REPAIR, INC.**

  
By: Ochoa Garbaur

  
By: Patricia C. Buchanan  
Its: President

**Exhibit A: Scope of Services**

Exhibit A:  
Scope of Services

## PROPOSAL AND ACCEPTANCE

### ROBERTS POOL SERVICE and REPAIR, Inc.

18316 Lake Pickett Road, Orlando, FL 32820  
Office: (407) 568-1074 Cell: Pat (407) 948-8083  
JP 948-5810 Susan 948-9357 CPC - 041419

339571

4/23/18

Proposal submitted to: Alan Scheer  
Name Falcon Trace  
Street 13800 Hawk Lake Dr.  
City Orlando FL 32837  
Phone 407 388-2880

Work to be performed at: Same  
Start Date: May 15, 2018

EMAIL:  
ascheer@rpsmco.com

We hereby submit specifications and estimates for:  
**COMMERCIAL POOL MAINTENANCE**

1. Balance water chemicals
2. Cleaning filters
3. Brush pool as needed
4. Vacuum pool as needed
5. Cleaning tile
6. Adjusting water level
7. Clean and maintain pump room
8. Maintain log sheets for inspections

This proposal includes: 1 Pool

We propose to furnish labor  
Complete in accordance with above specifications for the sum of \$600.00 per month  
for 3 day a week maintenance.

With payment to be made as follows:

All billings to be submitted on the 15 th of each month of service and be due at Net 10 days.

Authorized Signature Patricia C. Buchanan

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

This contract is ongoing and requires a 30 day cancellation notice by either party to terminate.  
Robert's Pool Service agrees to respond to emergency calls as necessary.  
No visits will be made on public holidays in effort to allow our employees to enjoy these family days. If your pool is missed on one of these days, extraordinary effort will be taken on the previous visit to assure that the pool will remain in good condition during the extended period.

#### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**Serving Central Florida since 1977**

## SECTION VIII

# SECTION A

# SECTION 1

# Hopping Green & Sams

Attorneys and Counselors

March 28, 2019

Falcon Trace Community Development District  
c/o Jason Showe, District Manager  
Governmental Management Services  
Central Florida, LLC  
135 West Central Boulevard, Suite 320  
Orlando, Florida 32801

Re: Falcon Trace Community Development District

Dear Jason:

The fee agreement in place between our firm and the District contemplates adjustments to the hourly rates from time to time after an annual evaluation by our firm. The firm has not increased hourly rates for the District since 2017 and is respectfully submitting this notification well in advance of the budget planning process. For Fiscal Year 2019/2020, our firm is proposing to increase our standard hourly rates. My hourly rate is proposed to adjust from \$310 to \$335, which is an increase of \$25 per hour. The hourly rate of the associate most likely to provide services to the District will remain the same at \$245. The rate for paralegal services will also remain the same at \$135. Our flat fee for meeting attendance has not increased since we began our representation of the District in 2002 and we are proposing an increase of \$100 per meeting. The new rates are proposed to take effect on October 1, 2019.

As always, we will continue to implement cost-effective strategies to minimize legal expenses for the District while at the same time providing thoughtful and comprehensive services.

If you have any questions, please feel free to call. We thank you for the opportunity to be of service.

Sincerely,



Michael C. Eckert

MCE/lk

cc: Sara Hurst, Chairperson

## SECTION B



# SECTION 1

# Falcon Trace

## Community Development District

### Check Register Summary

April 1, 2019 to April 30, 2019

Fund	Date	Check No.'s		Amount
General Fund	4/2/19	3854-3858	\$	4,337.10
	4/5/19	3859	\$	4,565.36
	4/11/19	3860	\$	6,220.55
	4/16/19	3861-3862	\$	881.37
	4/19/19	3863	\$	5,196.85
	4/23/19	3864-3866	\$	4,734.05
			\$	25,935.28
			\$	25,935.28

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/07/19  
 \*\*\* CHECK DATES 04/01/2019 - 04/30/2019 \*\*\* FALCON TRACE CDD -GENERAL FUND  
 BANK A FALCON TRACE CDD

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/02/19	00079	3/26/19 10650	201903 320-53800-47000	MTHLY LAKE MAINT-MAR19	*	300.00	
				AQUATIC WEED MANAGEMENT, INC.			300.00 003854
4/02/19	00100	4/01/19 5059	201904 320-53800-47400	POOL MAINTENANCE-APR19	*	600.00	
				ROBERTS POOL SERVICE AND REPAIR INC			600.00 003855
4/02/19	00071	4/01/19 725832	201904 320-53800-47500	MTHLY POOL LANDSCAPE-APR19	*	2,255.60	
				REW LANDSCAPE CORP			2,255.60 003856
4/02/19	00022	3/09/19 334328	201903 320-53800-47400	INST.4 BUTTON CTRL ASSEM.	*	915.00	
		3/18/19 333761	201904 320-53800-47400	TANK RENTAL FEE-APR19	*	30.00	
				SPIES POOL, LLC			945.00 003857
4/02/19	00022	3/09/19 334204	201903 320-53800-47400	RPLC 2 BRKN SKIMMER COVER	*	236.50	
				SPIES POOL, LLC			236.50 003858
4/05/19	00027	3/22/19 492	201903 320-53800-12200	POOL ATTENDANT-MAR19	*	4,565.36	
				GOVERNMENTAL MANAGEMENT SERVICES			4,565.36 003859
4/11/19	00027	4/01/19 493	201904 310-51300-34000	MANAGEMENT FEES-APR19	*	4,301.25	
		4/01/19 493	201904 310-51300-35100	INFORMATION TECH-APR19	*	120.83	
		4/01/19 493	201904 310-51300-31400	DISSEMINATION-APR19	*	83.33	
		4/01/19 493	201904 310-51300-51000	OFFICE SUPPLIES	*	18.04	
		4/01/19 493	201904 310-51300-42000	POSTAGE	*	13.18	
		4/01/19 493	201904 310-51300-42500	COPIES	*	72.00	
		4/01/19 494	201904 320-53800-12000	FIELD MANAGEMENT-APR19	*	1,611.92	
				GOVERNMENTAL MANAGEMENT SERVICES			6,220.55 003860
4/16/19	00022	4/04/19 334764	201904 320-53800-47400	6 SULFUR ACID/2 DE POWDER	*	409.60	
		4/04/19 334886	201904 320-53800-47400	230 BULK BLEACH/DELIVERY	*	389.50	
				SPIES POOL, LLC			799.10 003861

FALC FALCON TRACE TVISCARRA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
4/16/19	00090	4/12/19 9420881	201904 300-15500-10000	PLATINUM MONITORING-MAY19	*	49.95	
		4/12/19 9420881	201904 300-15500-10000	SECURITY MONITORING-MAY19	*	33.95	
		4/12/19 9420881	201904 320-53800-34500	SAFE TOUCH MONITOR CREDIT	*	1.63-	
				SAFE TOUCH SECURITY SYSTEMS			82.27 003862
4/19/19	00054	4/19/19 04192019	201904 300-20700-10000	FY19 DEBT SERVICE SER2007	*	5,196.85	
				FALCON TRACE CDD C/O US BANK			5,196.85 003863
4/23/19	00015	4/22/19 106697	201903 310-51300-31500	REV.MIN/TASK/BOARD MEETING	*	1,962.95	
		4/22/19 106698	201903 310-51300-31500	REVISE LIC.AGRMT/MTG/ASMT	*	2,315.00	
				HOPPING GREEN & SAMS			4,277.95 003864
4/23/19	00019	3/11/19 52433290	201903 310-51300-48000	NOT.OF MEETING 03/20/19	*	196.25	
				ORLANDO SENTINEL			196.25 003865
4/23/19	00022	4/15/19 335082	201904 320-53800-47400	CYANURIC ACID/BICARB/DLVR	*	259.85	
				SPIES POOL, LLC			259.85 003866
TOTAL FOR BANK A						25,935.28	
TOTAL FOR REGISTER						25,935.28	

Aquatic Weed Management, Inc.

# Invoice

P.O. Box 1259  
Haines City, FL 33845  
863-412-1919

Date	Invoice #
3/26/2019	10650

<b>Bill To</b>
Falcon Trace CDD Governmental Management Services, Central 9145 Narcoossee Rd., Ste. A206 Orlando, FL 32827

RECEIVED  
MAR 26 2019  
BY: \_\_\_\_\_

Description		Amount
<u>Monthly Lake herbicide maintenance</u> -		300.00
#74 Mar 14 320-538-147		
The month on the date of the invoice should correspond to the month treatments were made. Thanks!		
Phone #		<b>Total</b>
863-412-1919		\$300.00

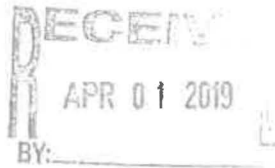
W.V. Lake maintenance

Roberts Pool Service and Repair Inc  
19315 OLD LAKE PICKETT RD  
ORLANDO, FL 32820  
(407)5681074  
robertspool1977@aol.com

## Invoice

**BILL TO**

Falcon Trace  
13600 Hawk Lake Drive  
orlando, FL 32837

**INVOICE # 5059****DATE 04/01/2019****DUE DATE 05/01/2019****TERMS Net 30**

ACTIVITY	QTY	RATE	AMOUNT
April 2019	1	600.00	600.00
April 2019 <u>Pool Maintenance</u>			

**BALANCE DUE****\$600.00**

#100  
320.838.474

# REW Landscape Corp

5079 OHIO AVE  
SANFORD, FL 32771

## Invoice

P# 407/328-9425 F# 407/324-9448

Date	Invoice #
4/1/2019	725832

<b>Bill To</b>
Falcon Trace CDD C/O Governmental Management Services 1412 S. Narcoossee Rd St. Cloud, FL 34771 REF: SERVICE POOL AREA

RECEIVED  
APR 01 2019  
BY: \_\_\_\_\_

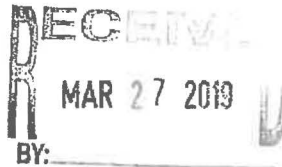
P.O. No.	Terms	Project
	N30 (net 30)	Maint-Falcon Trace POOL(GM...

Quantity	Description	Rate	Amount
2,127.92	<p>DELIVERY METHOD: Email to ascheerer@gmscfl.com; tviscarra@gmscfl.com Ref: Falcon Trace - Falcon Trace Blvd &amp; Orange Blossom Trail, Orlando</p> <p>This will serve as our invoice for the following scope of work for the month of: April 2019</p> <p>Monthly landscape maintenance POOL area ONLY at \$2127.92 6% Increase per contract 10.01.2016 thru 10.01.2019</p> <p>#71 Mthly Pool Landscape-April 220-536-475</p>	2,127.92 0.06	2,127.92 127.68
It's a pleasure to serve you. Please remit payment		<b>Total</b>	\$2,255.60



Spies Pool, LLC  
801 Sawdust Tr  
Kissimmee, FL 34744

Phone: (407) 847-2771  
Fax: (407) 847-8242  
Email: lauren@spiespool.com  
Web: www.spiespool.com



**Invoice**  
**334328**  
**3/9/2019**

WHY WAIT FOR YOUR MATERIAL SAFETY DATA SHEETS (MSDS) THEY ARE NOW AVAILABLE FOR FAST PRINTING FROM OUR WEBSITE.

**Bill To:**  
**FALCON TRACE CDD**  
**C/O GOVERNMENTAL MANAGEMENT SERVICE-CF, LLC**  
**9145 NARCOOSSEE RD, SUITE A206**  
**ST. CLOUD FL 34771**

**Work Location:**  
BIG HAWK REC. CTR.  
BIG HAWK RECREATION CENTER (GMS LLC)  
13600 HAWK LAKE DR.  
(FALCON TRACE)  
ORLANDO, FL 32837

**Terms**  
Net 30

**P.O.#**

**Sales Representative**  
HOUSE ACCOUNT

**Special instructions:**

WO	BULK SIZE & LOCATION	300 GAL POOL
Qty	Product/Service	Description
1.00	SPL-40-7000	SPLASH SRSMITH 400-7000 4 BUTTON SPLASH 400-7000 AXL LIFT BUTTON
		SPI-L00-0015 LABOR
0.00		Description Of Work Completed Installed one new 4 button control assembly with emergency stop button on the pool ADA lift per approved bid of \$915.00 plus tax.

Subtotal: \$915.00  
Tax: \$0.00  
Paid: \$0.00  
**Total: \$915.00**

\*\*\*FOR CHEMICAL EMERGENCY CALL INFOTRAC 1-800-535-5053 24HRS\*\*\*

#22  
320-538-474

I hereby acknowledge I have received the merchandise specified above in satisfactory condition.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Customer Name \_\_\_\_\_

Please Pay From This Invoice Thank You

334328 Page 1 of 1

W.V. Pool Maintenance





Spies Pool, LLC  
801 Sawdust Tr  
Kissimmee, FL 34744

Phone: (407) 847-2771  
Fax: (407) 847-8242  
Email: lauren@spiespool.com  
Web: www.spiespool.com

# Invoice

333761

3/18/2019

Printed 3/18/2019

WHY WAIT FOR YOUR MATERIAL SAFETY DATA SHEETS (MSDS) THEY ARE NOW AVAILABLE FOR FAST PRINTING FROM OUR WEBSITE.

**Bill To:**  
**FALCON TRACE CDD**  
**C/O GOVERNMENTAL MANAGEMENT SERVICE-CF, LLC**  
**9145 NARCOOSSEE RD, SUITE A206**  
**ST. CLOUD FL 34771**

**Work Location:**  
BIG HAWK REC. CTR.  
BIG HAWK RECREATION CENTER (GMS LLC)  
13600 HAWK LAKE DR.  
(FALCON TRACE)  
ORLANDO, FL 32837

**Terms**  
Net 30

**P.O.#**

**Sales Representative**  
HOUSE ACCOUNT

## Special Instructions:

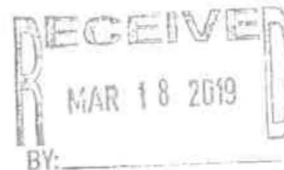
MS	BULK SIZE & LOCATION		300 GAL POOL			
Qty	Product/Service	Description	Price	Tax	Amount	
0.00		SPI-TNK-0001	\$30.00	\$0.00	\$30.00	
		<u>TANK RENTAL FEE</u>				

Subtotal: \$30.00  
Tax: \$0.00  
Paid: \$0.00  
**Total: \$30.00**

\*\*\*FOR CHEMICAL EMERGENCY CALL INFOTRAC 1-800-535-5053 24HRS\*\*\*

THIS INVOICE IS FOR THE NEXT MONTH OF THE BILL DATE.

#22  
April  
320.578474



I hereby acknowledge I have received the merchandise specified above in satisfactory condition.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Customer Name \_\_\_\_\_

Please Pay From This Invoice Thank You

333761

Page 1 of 1

W.R. Pool Maintenance



Spies Pool, LLC  
801 Sawdust Tr  
Kissimmee, FL 34744

Phone: (407) 847-2771  
Fax: (407) 847-8242  
Email: lauren@spiespool.com  
Web: www.spiespool.com

RECEIVED

MAR 26 2019

BY:

**Invoice**

334204

3/9/2019

WHY WAIT FOR YOUR MATERIAL SAFETY DATA SHEETS (MSDS) THEY ARE NOW AVAILABLE FOR FAST PRINTING FROM OUR WEBSITE.

**Bill To:**

**FALCON TRACE CDD**  
**C/O GOVERNMENTAL MANAGEMENT SERVICE-CF, LLC**  
**9145 NARCOOSSEE RD, SUITE A206**  
**ST. CLOUD FL 34771**

**Work Location:**

BIG HAWK REC. CTR.  
BIG HAWK RECREATION CENTER (GMS LLC)  
13600 HAWK LAKE DR.  
(FALCON TRACE)  
ORLANDO, FL 32837

**Terms**  
Net 30

**P.O.#**

**Sales Representative**  
HOUSE ACCOUNT

**Special instructions:**

WO	BULK SIZE & LOCATION 300 GAL POOL	
Qty	Product/Service	Description
4.00	NON-02-0001	NON STOCK ITEM SS SCREW
2.00	HAY-251-1929	ROUND SKIMMER COVER SP1084RI SP1084RI  SPI-L00-0015 LABOR
0.00		Description Of Work Completed Replaced two broken skimmer covers on the pool deck per customer's request.

#22 h  
320,578.474

Subtotal: \$236.50  
Tax: \$0.00  
Paid: \$0.00  
**Total: \$236.50**

\*\*\*FOR CHEMICAL EMERGENCY CALL INFOTRAC 1-800-535-5053 24HRS\*\*\*

I hereby acknowledge I have received the merchandise specified above in satisfactory condition.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Customer Name \_\_\_\_\_

Please Pay From This Invoice Thank You

334204 Page 1 of 1

W.V. Pool Maintenance

GMS-Central Florida, LLC

1001 Bradford Way  
Kingston, TN 37763

# Invoice

Date	Invoice #
3/22/19	492

<b>Bill To</b>
Falcon Trace CDD 135 West Central Blvd Suite 320 Orlando, FL 32801

P.O. No.	Terms	Project
27		-

Description	Qty	Rate	Amount
Payroll Reimbursement - March 2019  Pool Attendant - Mar 19 1.32.538.122		4,565.36	4,565.36
		<b>Total</b>	\$4,565.36
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$4,565.36

**Falcon Trace Payroll Reconciliation  
March**

<u>Pay Date</u>	<u>Employee</u>	<u>Gross Payroll</u>	<u>Service Fee %</u>	<u>Total Service Fee</u>	<u>Total Payroll</u>
8-Mar	Doane Clanhahan	\$0.00	0.25	\$0.00	\$0.00
	Jeremy Kelly	\$0.00	0.25	\$0.00	\$0.00
	Nelson Mendez	\$0.00	0.25	\$0.00	\$0.00
	Jeremy Myers	\$0.00	0.25	\$0.00	\$0.00
	Mike Scanlon	\$229.62	0.25	\$57.41	\$287.03
	David Tuel	\$837.32	0.25	\$209.33	\$1,046.65
	Jose Marmolejo	\$0.00	0.25	\$0.00	\$0.00
	Orlando Rosa	\$360.84	0.25	\$90.21	\$451.05
Total		\$1,427.78			\$1,784.73

<u>Pay Date</u>	<u>Employee</u>	<u>Gross Payroll</u>	<u>Service Fee %</u>	<u>Total Service Fee</u>	<u>Total Payroll</u>
22-Mar	Doane Clanhahan	\$0.00	0.25	\$0.00	\$0.00
	Jeremy Kelly	\$0.00	0.25	\$0.00	\$0.00
	Nelson Mendez	\$0.00	0.25	\$0.00	\$0.00
	Jeremy Myers	\$0.00	0.25	\$0.00	\$0.00
	Mike Scanlon	\$902.46	0.25	\$225.62	\$1,128.08
	David Tuel	\$982.94	0.25	\$245.74	\$1,228.68
	Jose Marmolejo	\$0.00	0.25	\$0.00	\$0.00
	Orlando Rosa	\$339.11	0.25	\$84.78	\$423.89
Total		\$2,224.51			\$2,780.64

<u>Pay Date</u>	<u>Employee</u>	<u>Gross Payroll</u>	<u>Service Fee %</u>	<u>Total Service Fee</u>	<u>Total Payroll</u>
	Jose Soto	\$0.00	0.25	\$0.00	\$0.00
	Jeremy Kelly	\$0.00	0.25	\$0.00	\$0.00
	Nelson Mendez	\$0.00	0.25	\$0.00	\$0.00
	Ryan Cooke	\$0.00	0.25	\$0.00	\$0.00
	Mike Scanlon	\$0.00	0.25	\$0.00	\$0.00
	David Tuel	\$0.00	0.25	\$0.00	\$0.00
	Jose Marmolejo	\$0.00	0.25	\$0.00	\$0.00
	Orlando Rosa	\$0.00	0.25	\$0.00	\$0.00
Total		\$0.00			\$0.00

Total Billing \$4,565.36

**GMS-Central Florida, LLC**  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

Invoice #: 493  
Invoice Date: 4/1/19  
Due Date: 4/1/19  
Case:  
P.O. Number:

**Bill To:**  
Falcon Trace CDD  
135 West Central Blvd  
Suite 320  
Orlando, FL 32801

27

Description	Hours/Qty	Rate	Amount
Management Fees - April 2019 131.513.34		4,301.25	4,301.25
Information Technology - April 2019 351		120.83	120.83
Dissemination Agent Services - April 2019 314		83.33	83.33
Office Supplies 51		18.04	18.04
Postage 42		13.18	13.18
Copies 425		72.00	72.00
<b>Total</b>			<b>\$4,608.63</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$4,608.63</b>

**GMS-Central Florida, LLC**  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

Invoice #: 494  
Invoice Date: 4/1/19  
Due Date: 4/1/19  
Case:  
P.O. Number:

**Bill To:**  
Falcon Trace CDD  
135 West Central Blvd  
Suite 320  
Orlando, FL 32801

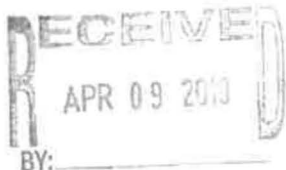
27

Description	Hours/Qty	Rate	Amount
Field Management - April 2019 1-3 2' 538.12		1,611.92	1,611.92
Total			\$1,611.92
Payments/Credits			\$0.00
Balance Due			\$1,611.92



Spies Pool, LLC  
801 Sawdust Tr  
Kissimmee, FL 34744

Phone: (407) 847-2771  
Fax: (407) 847-8242  
Email: lauren@spiespool.com  
Web: www.spiespool.com



# Invoice

334764

4/4/2019

Printed 4/9/2019

WHY WAIT FOR YOUR MATERIAL SAFETY DATA SHEETS (MSDS) THEY ARE NOW AVAILABLE FOR FAST PRINTING FROM OUR WEBSITE.

**Bill To:**  
**FALCON TRACE CDD**  
**C/O GOVERNMENTAL MANAGEMENT SERVICE-CF, LLC**  
**9145 NARCOOSSEE RD, SUITE A206**  
**ST. CLOUD FL 34771**

**Work Location:**  
BIG HAWK REC. CTR.  
BIG HAWK RECREATION CENTER (GMS LLC)  
13600 HAWK LAKE DR.  
(FALCON TRACE)  
ORLANDO, FL 32837

**Terms**  
Net 30

**P.O.#**

**Sales Representative**  
HOUSE ACCOUNT

## Special Instructions:

OT	BULK SIZE & LOCATION		300 GAL POOL		
Qty	Product/Service	Description	Price	Tax	Amount
0.00	AAA-50-8638	BULK BLEACH BULK BLEACH (LOCATION AND TANK SIZE)	\$0.00	\$0.00	\$0.00
6.00	AAA-50-9900	SULFURIC ACID 15% 15 GALLON DEL D 15 GALLON DRUM SULFURIC ACID 15%	\$54.95	\$0.00	\$329.70
2.00	AAA-06-203	DE POWDER 50LB DE POWDER 50LB	\$39.95	\$0.00	\$79.90

# 22  
320-538-474

Subtotal: \$409.60  
Tax: \$0.00  
Paid: \$0.00  
Total: \$409.60

\*\*\*FOR CHEMICAL EMERGENCY CALL INFOTRAC 1-800-535-5053 24HRS\*\*\*

I hereby acknowledge I have received the merchandise specified above in satisfactory condition.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Customer Name \_\_\_\_\_

Please Pay From This Invoice Thank You

334764

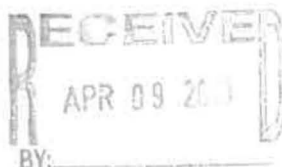
Page 1 of 1

W.V. Pool Maintenance



Spies Pool, LLC  
801 Sawdust Tr  
Kissimmee, FL 34744

Phone: (407) 847-2771  
Fax: (407) 847-8242  
Email: lauren@spiespool.com  
Web: www.spiespool.com



**Invoice**  
**334886**  
**4/4/2019**

Printed 4/9/2019

WHY WAIT FOR YOUR MATERIAL SAFETY DATA SHEETS (MSDS) THEY ARE NOW AVAILABLE FOR FAST PRINTING FROM OUR WEBSITE.

**Bill To:**  
**FALCON TRACE CDD**  
**C/O GOVERNMENTAL MANAGEMENT SERVICE-CF, LLC**  
**9145 NARCOOSSEE RD, SUITE A206**  
**ST. CLOUD FL 34771**

**Work Location:**  
BIG HAWK REC. CTR.  
BIG HAWK RECREATION CENTER (GMS LLC)  
13600 HAWK LAKE DR.  
(FALCON TRACE)  
ORLANDO, FL 32837

**Terms**  
Net 30

**P.O.#**

**Sales Representative**  
HOUSE ACCOUNT

**Special instructions:**

REF 334764		BULK SIZE & LOCATION 300 GAL POOL				
Qty	Product/Service	Description	Price	Tax	Amount	
230.00	AAA-50-8638	BULK BLEACH	\$1.65	\$0.00	\$379.50	
		BULK BLEACH (LOCATION AND TANK SIZE)				
		DEL-00-0000	\$10.00	\$0.00	\$10.00	
		DELIVERY FEE				

# 22  
320-538-474

Subtotal: \$389.50  
Tax: \$0.00  
Paid: \$0.00  
Total: \$389.50

\*\*\*FOR CHEMICAL EMERGENCY CALL INFOTRAC 1-800-535-5053 24HRS\*\*\*

I hereby acknowledge I have received the merchandise specified above in satisfactory condition.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Customer Name \_\_\_\_\_

Please Pay From This Invoice Thank You

W.V. Pool Maintenance





Corporate Headquarters  
SafeTouch Security Systems  
9550 Sunbeam Center Drive  
Jacksonville, FL 32257-6184  
904-886-4664

### Invoice Information

Invoice Number: 9420881  
Invoice Date: 4/12/2019  
Due Date: 5/1/2019  
Last Payment Amount: \$ 83.90  
Last Payment Date: 3/29/2019  
Late Fee will be assessed after the Due Date



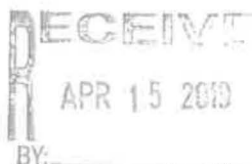
### Important Messages

If you have any phone work done, reprogram your phone system, or make any changes to your phone number, always test your alarm system afterwards.

3914014348 PRESORT 1882 1 AB 0.409 P1C7 <B>



FALCON TRACE  
9145 NARCOOSSEE RD STE A206  
ORLANDO FL 32827-5768



Description	Qty	Price	Net	Tax	Total
Platinum Monitoring Package W/ADC 13600 HAWK LAKE DR 05/01/2019 to 05/31/2019	1.00	\$ 49.95	\$ 49.95	\$ 0.00	\$ 49.95
Basic Internet <sup>Security</sup> Monitoring 13600 HAWK LAKE DR 05/01/2019 to 05/31/2019	1.00	\$ 33.95	\$ 33.95	\$ 0.00	\$ 33.95
<b>Totals</b>			<b>\$ 83.90</b>	<b>\$ 0.00</b>	<b>\$ 83.90</b>

SAFE TOUCH SECURITY SYSTEMS

When making your payment through any online Bill Pay service, your payment must reference the Bill Payer ID of 181862

\*\*\*PLEASE TEST YOUR SYSTEM FREQUENTLY\*\*\*

Keep upper portion for your records - Please return lower portion with your payment



Corporate Headquarters  
SafeTouch Security Systems  
9550 Sunbeam Center Drive  
Jacksonville, FL 32257-6184  
904-886-4664



Customer: FALCON TRACE

### Remittance Section

Invoice Number: 9420881  
Bill Payer ID: 181862  
Invoice Date: 4/12/2019  
Due Date: 5/1/2019  
Account Balance: \$ 82.27  
Amount Remitted: \$

Use enclosed envelope and make payable to Safetouch Security Systems.  
Please make sure the remit address below shows in the window.

- ☐ Please check here if your address has changed.  
Provide new address on reverse side.
- ☐ Please check here to pay by credit card and fill out the form on the back of this page.

ORLANDO DIVISION  
SAFE TOUCH SECURITY SYSTEMS  
9550 Sunbeam Center Drive  
Jacksonville, FL 32257-6184

## CHECK REQUEST FORM

DISTRICT/ASSOCIATION: Falcon Trace CDD DATE: 4/19/19

PAYABLE TO: Falcon Trace CDD c/o USBank #54

AMOUNT REQUESTED: \$ 5,196.85

REQUESTED BY: J. Visca

ACCOUNT # 300-207-10000

DESCRIPTION OF NEED: 2019 Debt Service Assessments

Series 2007

APPROVED BY: A. Hays

SIGNATURE: [Signature]

300 207-1

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7509

## STATEMENT

April 22, 2019

Falcon Trace Community Development District  
Governmental Management Services  
1412 S. Narcoossee Road  
St. Cloud, FL 34771

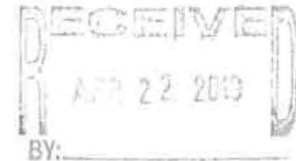
Bill Number 106697  
Billed through 03/31/2019

### Monthly Meeting

FALCON 00001 MCE

### FOR PROFESSIONAL SERVICES RENDERED

03/04/19	MKR	Review draft meeting minutes and provide comments.
03/05/19	MCE	Review outstanding tasks; prepare for board meeting.
03/15/19	MKR	Prepare for board meeting.
03/17/19	MCE	Prepare for board meeting.
03/18/19	MCE	Prepare for and travel to board meeting.
03/20/19	MCE	Prepare for, travel to and attend board meeting; return travel.
03/21/19	MCE	Follow-up from board meeting.



Total fees for this matter

\$1,500.00

### DISBURSEMENTS

Document Reproduction	32.50
Travel	404.76
Travel - Meals	25.69
Total disbursements for this matter	\$462.95

### MATTER SUMMARY

TOTAL FEES	\$1,500.00
TOTAL DISBURSEMENTS	\$462.95
<b>TOTAL CHARGES FOR THIS MATTER</b>	<b>\$1,962.95</b>

### BILLING SUMMARY

TOTAL FEES	\$1,500.00
TOTAL DISBURSEMENTS	\$462.95

=====

**TOTAL CHARGES FOR THIS BILL**

**\$1,962.95**

**Please include the bill number on your check.**

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

## STATEMENT

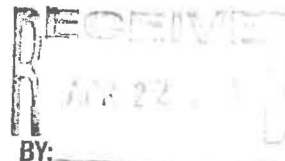
April 22, 2019

Falcon Trace Community Development District  
Governmental Management Services  
1412 S. Narcoossee Road  
St. Cloud, FL 34771

Bill Number 106698  
Billed through 03/31/2019

### General Counsel

FALCON 00101 MCE



### FOR PROFESSIONAL SERVICES RENDERED

03/04/19	APA	Update district status chart.	#18 310,517.315	0.10 hrs
03/05/19	MCE	Review outstanding tasks.		0.10 hrs
03/05/19	MKR	Research chapter 197 regarding return of excess assessments collected; follow-up with county regarding release of pedestrian and utility access easement.		2.90 hrs
03/07/19	MCE	Research excess special assessment collections issue.		0.70 hrs
03/07/19	MKR	Research excess special assessment collections.		0.20 hrs
03/12/19	MKR	Confer with Mossing and Showe regarding county's return of excess fees.		0.20 hrs
03/13/19	MKR	Research excess fees; confer with Mossing and Showe regarding same.		0.30 hrs
03/14/19	MCE	Confer with Showe.		0.10 hrs
03/14/19	MKR	Review revisions to Sharks and Minnows swim team license agreement and provide comments.		0.20 hrs
03/15/19	MCE	Review e-mail chain; confer with Shaikh.		0.50 hrs
03/17/19	MCE	Confer with Shaikh; review budget and audit.		0.30 hrs
03/20/19	MCE	Attend meeting with Shaikh.		0.90 hrs
03/21/19	MCE	Research and prepare materials for Shaikh regarding committees and sunshine law; follow-up with Shaikh regarding sunshine law and district finances.		0.40 hrs
03/22/19	MKR	Revise license agreement with Sharks and Minnows per discussions at board meeting; transmit same; prepare agreement with VGlobalTech and transmit same; prepare notice of board meeting including shade session regarding security; transmit same.		1.10 hrs
03/26/19	APA	Prepare budget approval resolution regarding fiscal year 2019/2020.		0.30 hrs
03/29/19	CGS	Monitor proposed legislation which may impact district.		0.30 hrs

03/31/19    JLK    Research Americans with Disabilities Act regulations on records compliance;  
continue negotiating ADA website and records agreements.    0.10 hrs

Total fees for this matter    \$2,315.00

**MATTER SUMMARY**

Papp, Annie M. - Paralegal	0.40 hrs	125 /hr	\$50.00
Stuart, Cheryl G.	0.30 hrs	365 /hr	\$109.50
Kilinski, Jennifer L.	0.10 hrs	250 /hr	\$25.00
Eckert, Michael C.	3.00 hrs	310 /hr	\$930.00
Rigoni, Michelle K.	4.90 hrs	245 /hr	\$1,200.50

TOTAL FEES    \$2,315.00

**TOTAL CHARGES FOR THIS MATTER    \$2,315.00**

**BILLING SUMMARY**

Papp, Annie M. - Paralegal	0.40 hrs	125 /hr	\$50.00
Stuart, Cheryl G.	0.30 hrs	365 /hr	\$109.50
Kilinski, Jennifer L.	0.10 hrs	250 /hr	\$25.00
Eckert, Michael C.	3.00 hrs	310 /hr	\$930.00
Rigoni, Michelle K.	4.90 hrs	245 /hr	\$1,200.50

TOTAL FEES    \$2,315.00

**TOTAL CHARGES FOR THIS BILL    \$2,315.00**

**Please include the bill number on your check.**

00010941600010941603005243329 00019625 00019625 7



# Orlando Sentinel

MEDIA GROUP

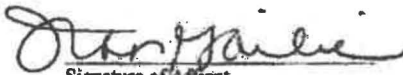
Published Daily  
ORANGE County, Florida

State Of Florida  
County Of Orange

Before the undersigned authority personally appeared

Jean Gailie / Marella Green, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11150-Public Hearing Notice was published in said newspaper in the issues of Mar 11, 2019.

Affiant further says that the said ORLANDO SENTINEL is a newspaper Published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Signature of Affiant

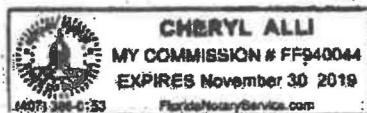
Jean Gailie / Marella Green

Name of Affiant

Sworn to and subscribed before me on this 12 day of March, 2019,  
by above Affiant, who is personally known to me ( X ) or who has produced identification ( ).



Signature of Notary Public



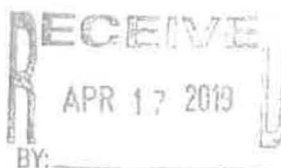
Name of Notary, Typed, Printed, or Stamped





Spies Pool, LLC  
801 Sawdust Tr  
Kissimmee, FL 34744

Phone: (407) 847-2771  
Fax: (407) 847-8242  
Email: lauren@spiespool.com  
Web: www.spiespool.com



# Invoice

335082

4/15/2019

Printed 4/17/2019

WHY WAIT FOR YOUR MATERIAL SAFETY DATA SHEETS (MSDS) THEY ARE NOW AVAILABLE FOR FAST PRINTING FROM OUR WEBSITE.

**Bill To:**  
**FALCON TRACE CDD**  
**C/O GOVERNMENTAL MANAGEMENT SERVICE-CF, LLC**  
**9145 NARCOOSSEE RD, SUITE A206**  
**ST. CLOUD FL 34771**

**Work Location:**  
BIG HAWK REC. CTR.  
BIG HAWK RECREATION CENTER (GMS LLC)  
13600 HAWK LAKE DR.  
(FALCON TRACE)  
ORLANDO, FL 32837

**Terms**  
Net 30

**P.O.#**

**Sales Representative**  
HOUSE ACCOUNT

## Special instructions:

OT		BULK SIZE & LOCATION 300 GAL POOL				
Qty	Product/Service	Description	Price	Tax	Amount	
2.00	AAA-50-5000	SODIUM BICARB 50 LB	\$34.95	\$0.00	\$69.90	
1.00	AQT-50-1065	CYANURIC ACID 100lb DRUM ALL CLEA 5268 1068 1065	\$179.95	\$0.00	\$179.95	
		DEL-00-0000 DELIVERY FEE	\$10.00	\$0.00	\$10.00	

#22  
320-538-474

Subtotal: \$259.85  
Tax: \$0.00  
Paid: \$0.00  
**Total: \$259.85**

\*\*\*FOR CHEMICAL EMERGENCY CALL INFOTRAC 1-800-535-5053 24HRS\*\*\*

I hereby acknowledge I have received the merchandise specified above in satisfactory condition.

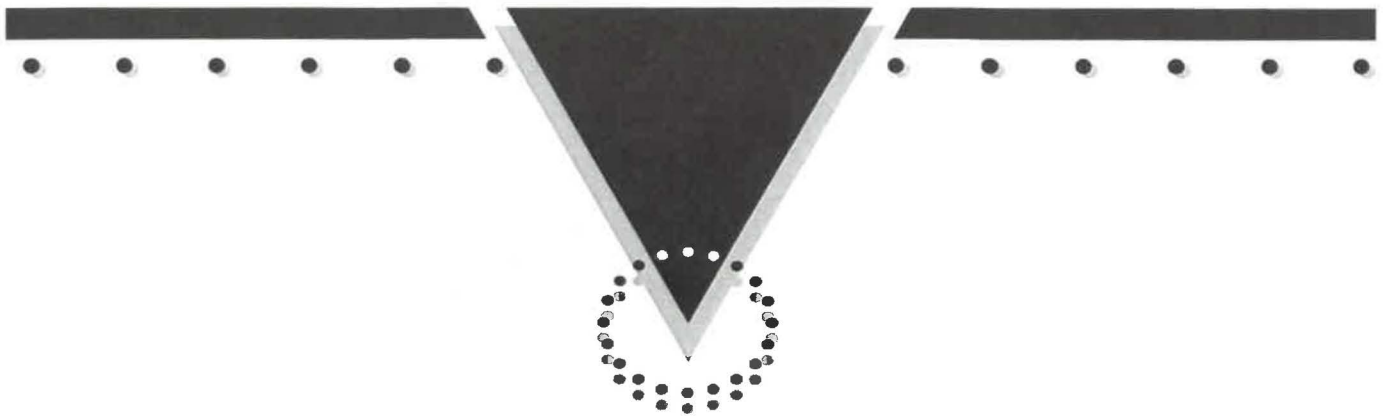
Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Customer Name \_\_\_\_\_

Please Pay From This Invoice Thank You

W.V. Pool Maintenance

## SECTION 2



# Falcon Trace

## Community Development District

Unaudited Financial Reporting  
April 30, 2019



## Table of Contents

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<b>2</b>	<b><u>General Fund</u></b>
<b>3</b>	<b><u>Debt Service Fund</u></b>
<b>4</b>	<b><u>Capital Projects Fund</u></b>
<b>5-6</b>	<b><u>Month to Month</u></b>
<b>7</b>	<b><u>Long-Term Debt</u></b>
<b>8</b>	<b><u>Assessment Receipt Schedule</u></b>

**FALCON TRACE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**  
**April 30, 2019**

	<u>Governmental Fund</u>			<u>Totals</u> (memorandum only)
<i>Assets</i>	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>2019</u>
Cash - Wells Fargo	\$379,031	-----	-----	\$379,031
Cash - SunTrust	-----	-----	\$237,925	\$237,925
Prepaid Expense	\$84	-----	-----	\$84
Investments				
Custody Account	\$57,871	-----	-----	\$57,871
Series 2007				
Revenue Account	-----	\$619,354	-----	\$619,354
Redemption Account	-----	\$1	-----	\$1
Cost of Issuance	-----	-----	\$26,419	\$26,419
<b>Total Assets</b>	<b>\$436,986</b>	<b>\$619,355</b>	<b>\$264,344</b>	<b>\$1,320,685</b>
<i>Liabilities</i>				
Accounts Payable	-----	-----	-----	\$0
<i>Fund Equity</i>				
Fund Balances				
Unassigned	\$436,986	-----	-----	\$436,986
Restricted for Debt Service	-----	\$619,355	-----	\$619,355
Restricted for Capital Projects	-----	-----	\$264,344	\$264,344
<b>Total Liabilities and Fund Equity</b>	<b>\$436,986</b>	<b>\$619,355</b>	<b>\$264,344</b>	<b>\$1,320,685</b>

**FALCON TRACE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**GENERAL FUND**  
Statement of Revenues and Expenditures  
For Period Ending April 30, 2019

General Fund Budget	Prorated Budget Thru 4/30/19	Actual Thru 4/30/19	Variance
------------------------	---------------------------------	------------------------	----------

**Revenues:**

Maintenance Assessments	\$355,855	\$355,855	\$345,408	(\$10,447)
Miscellaneous Income	\$2,000	\$1,167	\$780	(\$387)
Interest	\$0	\$0	\$101	\$101
<b>Total Revenues</b>	<b>\$357,855</b>	<b>\$357,022</b>	<b>\$346,289</b>	<b>(\$10,733)</b>

**Expenditures:**

**Administrative:**

Supervisors Fees	\$8,000	\$4,667	\$2,000	\$2,667
FICA Expense	\$612	\$357	\$153	\$204
Engineer	\$1,000	\$583	\$0	\$583
Dissemination	\$1,000	\$583	\$583	\$0
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Arbitrage Rebate	\$600	\$0	\$0	\$0
Attorney Fees	\$15,000	\$8,750	\$7,811	\$939
Annual Audit	\$3,200	\$3,200	\$3,200	\$0
Trustee Fees	\$4,450	\$0	\$0	\$0
Management Fees	\$51,615	\$30,109	\$30,109	(\$0)
Information Technology	\$1,450	\$846	\$846	\$0
Telephone	\$50	\$29	\$13	\$16
Postage	\$500	\$292	\$91	\$201
Printing and Binding	\$800	\$467	\$111	\$355
Insurance	\$11,800	\$11,800	\$10,654	\$1,146
Legal Advertising	\$2,500	\$1,458	\$393	\$1,066
Contingency	\$1,200	\$700	\$392	\$308
Property Appraiser	\$1,000	\$1,000	\$902	\$98
Office Supplies	\$500	\$292	\$37	\$254
Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0
<b>Total Administrative</b>	<b>\$110,452</b>	<b>\$70,308</b>	<b>\$62,469</b>	<b>\$7,838</b>

**Maintenance:**

Field Management	\$19,343	\$11,284	\$11,283	(\$0)
Property Insurance	\$6,870	\$6,870	\$6,245	\$625
Pool Staff Payroll	\$76,000	\$44,333	\$21,304	\$23,030
Security	\$1,500	\$875	\$588	\$287
Telephone Expense	\$2,200	\$1,283	\$1,147	\$136
Electric	\$18,900	\$11,025	\$9,783	\$1,242
Irrigation/Water	\$13,500	\$7,875	\$2,800	\$5,075
Lake Maintenance	\$8,600	\$5,017	\$1,800	\$3,217
Pest Control	\$650	\$379	\$0	\$379
Pool Maintenance	\$27,020	\$15,762	\$14,564	\$1,198
Grounds Maintenance	\$33,000	\$19,250	\$16,891	\$2,359
General Facility Maintenance	\$10,000	\$5,833	\$3,836	\$1,997
Refuse Service	\$4,800	\$2,800	\$2,848	(\$48)
Field Contingency	\$5,000	\$2,917	\$250	\$2,667
Transfer Out	\$20,019	\$0	\$0	\$0
<b>Total Maintenance</b>	<b>\$247,403</b>	<b>\$135,503</b>	<b>\$93,339</b>	<b>\$42,164</b>

<b>Total Expenditures</b>	<b>\$357,855</b>	<b>\$205,810</b>	<b>\$155,808</b>	<b>\$50,003</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$0)</b>	<b>-----</b>	<b>\$190,481</b>	<b>-----</b>
<b>Fund Balance - Beginning</b>	<b>\$0</b>	<b>-----</b>	<b>\$246,505</b>	<b>-----</b>
<b>Fund Balance - Ending</b>	<b>(\$0)</b>	<b>-----</b>	<b>\$436,986</b>	<b>-----</b>

# FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT

## DEBT SERVICE 2007

Statement of Revenues & Expenditures  
For Period Ending April 30, 2019

	Adopted Budget	Prorated Budget Thru 4/30/19	Actual Thru 4/30/19	Variance
<b>Revenues:</b>				
Assessments - On Roll	\$413,660	\$413,660	\$401,070	(\$12,590)
Interest	\$300	\$175	\$612	\$437
<b>Total Revenues</b>	<b>\$413,960</b>	<b>\$413,835</b>	<b>\$401,683</b>	<b>(\$12,153)</b>

<b>Expenditures:</b>				
Special Call 11/01	\$0	\$0	\$5,000	(\$5,000)
Interest Expense 11/01	\$17,663	\$17,663	\$17,663	\$0
Principal Expense 05/01	\$385,000	\$0	\$0	\$0
Interest Expense 05/01	\$17,663	\$0	\$0	\$0
<b>Total Expenditures</b>	<b>\$420,325</b>	<b>\$17,663</b>	<b>\$22,663</b>	<b>(\$5,000)</b>

<b>Other Sources (Uses)</b>				
Transfer In (Out)	\$0	\$0	\$46	\$46
<b>Excess Revenues (Expenditures)</b>	<b>(\$6,365)</b>	<b>-----</b>	<b>\$379,066</b>	<b>-----</b>
<b>Fund Balance - Beginning</b>	<b>\$239,924</b>	<b>-----</b>	<b>\$240,289</b>	<b>-----</b>
<b>Fund Balance - Ending</b>	<b>\$233,559</b>	<b>-----</b>	<b>\$619,355</b>	<b>-----</b>



**FALCON TRACE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**CAPITAL PROJECTS FUND**  
Statement of Revenues & Expenditures  
For Period Ending April 30, 2019

	Adopted Budget	Prorated Thru 4/30/19	Actual Thru 4/30/19	Variance
<b><u>Revenues:</u></b>				
Transfer In	\$20,019	\$0	\$0	\$0
Interest	\$150	\$88	\$115	\$28
<b>Total Revenues</b>	<b>\$20,169</b>	<b>\$88</b>	<b>\$115</b>	<b>\$28</b>
<b><u>Expenditures:</u></b>				
Pool Furniture	\$10,000	\$5,833	\$0	\$5,833
Building Renovations	\$25,000	\$14,583	\$0	\$14,583
<b>Total Expenditures</b>	<b>\$35,000</b>	<b>\$20,417</b>	<b>\$0</b>	<b>\$20,417</b>
<b><u>Other Sources (Uses)</u></b>				
Transfer In (Out)	\$0	\$0	(\$46)	(\$46)
<b>Total Other</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$46)</b>	<b>(\$46)</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$14,831)</b>		<b>\$69</b>	
<b>Fund Balance - Beginning</b>	<b>\$234,197</b>		<b>\$264,275</b>	
<b>Fund Balance - Ending</b>	<b>\$219,366</b>		<b>\$264,344</b>	

**FALCON TRACE  
COMMUNITY DEVELOPMENT DISTRICT**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues:</b>													
Maintenance Assessments	\$0	\$5,674	\$280,788	\$17,760	\$17,121	\$19,591	\$4,476	\$0	\$0	\$0	\$0	\$0	\$345,408
Miscellaneous Income	\$300	\$0	\$125	\$0	\$125	\$50	\$180	\$0	\$0	\$0	\$0	\$0	\$780
Interest	\$14	\$15	\$14	\$15	\$15	\$13	\$15	\$0	\$0	\$0	\$0	\$0	\$101
<b>Total Revenues</b>	<b>\$314</b>	<b>\$5,689</b>	<b>\$280,927</b>	<b>\$17,775</b>	<b>\$17,261</b>	<b>\$19,654</b>	<b>\$4,670</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$346,289</b>
<b>Expenditures:</b>													
<b>Administrative</b>													
Supervisors Fees	\$0	\$0	\$0	\$800	\$200	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
FICA Expense	\$0	\$0	\$0	\$61	\$15	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$153
Engineer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination Agreement	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$583
Assessment Roll	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$184	\$642	\$0	\$2,437	\$270	\$4,278	\$0	\$0	\$0	\$0	\$0	\$0	\$7,811
Annual Audit	\$0	\$0	\$500	\$0	\$2,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,200
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$4,301	\$4,301	\$4,301	\$4,301	\$4,301	\$4,301	\$4,301	\$0	\$0	\$0	\$0	\$0	\$30,109
Information Technology	\$121	\$121	\$121	\$121	\$121	\$121	\$121	\$0	\$0	\$0	\$0	\$0	\$846
Telephone	\$0	\$13	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13
Postage	\$7	\$12	\$4	\$12	\$37	\$7	\$13	\$0	\$0	\$0	\$0	\$0	\$91
Printing and Binding	\$0	\$0	\$0	\$0	\$38	\$2	\$72	\$0	\$0	\$0	\$0	\$0	\$111
Insurance	\$10,654	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,654
Legal Advertising	\$0	\$0	\$0	\$196	\$0	\$196	\$0	\$0	\$0	\$0	\$0	\$0	\$393
Contingency	\$104	\$97	\$31	\$41	\$32	\$48	\$39	\$0	\$0	\$0	\$0	\$0	\$392
Property Appraiser	\$902	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$902
Office Supplies	\$0	\$0	\$0	\$0	\$18	\$0	\$18	\$0	\$0	\$0	\$0	\$0	\$37
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>Total Administrative</b>	<b>\$21,532</b>	<b>\$5,270</b>	<b>\$5,041</b>	<b>\$8,052</b>	<b>\$7,815</b>	<b>\$10,113</b>	<b>\$4,648</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$62,469</b>

**FALCON TRACE  
COMMUNITY DEVELOPMENT DISTRICT**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b><u>Maintenance</u></b>													
Field Management	\$1,612	\$1,612	\$1,612	\$1,612	\$1,612	\$1,612	\$1,612	\$0	\$0	\$0	\$0	\$0	\$11,283
Property Insurance	\$6,245	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,245
Pool Staff Payroll	\$6,755	\$4,326	\$1,887	\$2,095	\$1,675	\$4,565	\$0	\$0	\$0	\$0	\$0	\$0	\$21,304
Security	\$86	\$84	\$84	\$84	\$84	\$84	\$82	\$0	\$0	\$0	\$0	\$0	\$588
Telephone Expense	\$161	\$161	\$162	\$162	\$162	\$162	\$177	\$0	\$0	\$0	\$0	\$0	\$1,147
Electric	\$1,569	\$1,441	\$1,359	\$1,340	\$1,346	\$1,299	\$1,427	\$0	\$0	\$0	\$0	\$0	\$9,783
Irrigation/Water	\$500	\$354	\$322	\$265	\$401	\$416	\$541	\$0	\$0	\$0	\$0	\$0	\$2,800
Lake Maintenance	\$300	\$300	\$300	\$300	\$300	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800
Pest Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Maintenance	\$1,789	\$1,519	\$1,225	\$1,750	\$3,875	\$2,718	\$1,689	\$0	\$0	\$0	\$0	\$0	\$14,564
Grounds Maintenance	\$2,256	\$2,256	\$2,256	\$2,774	\$2,256	\$2,840	\$2,256	\$0	\$0	\$0	\$0	\$0	\$16,891
General Facility Maintenance	\$1,081	\$297	\$0	\$1,115	\$342	\$251	\$750	\$0	\$0	\$0	\$0	\$0	\$3,836
Refuse Service	\$397	\$400	\$400	\$417	\$413	\$409	\$412	\$0	\$0	\$0	\$0	\$0	\$2,848
Field Contingency	\$0	\$0	\$0	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250
Transfer Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Maintenance</b>	<b>\$22,750</b>	<b>\$12,750</b>	<b>\$9,606</b>	<b>\$12,163</b>	<b>\$12,466</b>	<b>\$14,656</b>	<b>\$8,946</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$93,339</b>
<b>Total Expenditures</b>	<b>\$44,282</b>	<b>\$18,020</b>	<b>\$14,647</b>	<b>\$20,215</b>	<b>\$20,281</b>	<b>\$24,769</b>	<b>\$13,594</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$155,808</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$43,968)</b>	<b>(\$12,331)</b>	<b>\$266,280</b>	<b>(\$2,441)</b>	<b>(\$3,020)</b>	<b>(\$5,115)</b>	<b>(\$8,924)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$190,481</b>

**FALCON TRACE  
COMMUNITY DEVELOPMENT DISTRICT**

**LONG TERM DEBT REPORT**

<b>SERIES 2007, SPECIAL ASSESSMENT REFUNDING BONDS</b>		
MATURITY DATE:	5/1/2020	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	COVERED BY FINANCIAL GUARANTY INSURANCE POLICY	
RESERVE FUND BALANCE	\$0	
BONDS OUTSTANDING - 9/30/13		\$2,475,000
LESS: PRINCIPAL PAYMENT 5/1/14		(\$310,000)
LESS: PRINCIPAL PAYMENT 5/1/15		(\$325,000)
LESS: PRINCIPAL PAYMENT 5/1/16		(\$335,000)
LESS: PRINCIPAL PAYMENT 5/1/17		(\$350,000)
LESS: PRINCIPAL PAYMENT 5/1/18		(\$370,000)
LESS: SPECIAL CALL 11/1/18		(\$5,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$785,000</b>

**FALCON TRACE  
COMMUNITY DEVELOPMENT DISTRICT**

**SPECIAL ASSESSMENT RECEIPTS - FY2019**

**TAX COLLECTOR**

Gross Assessments	\$ 818,144	\$ 378,569	\$ 439,575
Net Assessments	\$ 769,056	\$ 355,855	\$ 413,201

Date Received	Dist.#	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	2007		
							General Fund 46.27%	Debt Svc Fund 53.73%	Total 100%
11/13/18	1	\$ 7,355.81	\$ 327.45	\$ -	\$ -	\$ 7,028.36	\$ 3,252.14	\$ 3,776.22	\$ 7,028.36
11/19/18	2	\$ 5,451.96	\$ 218.10	\$ -	\$ -	\$ 5,233.86	\$ 2,421.80	\$ 2,812.06	\$ 5,233.86
12/3/18	3	\$ 47,181.06	\$ 1,887.43	\$ -	\$ -	\$ 45,293.63	\$ 20,958.14	\$ 24,335.49	\$ 45,293.63
12/10/18	4	\$ 157,198.18	\$ 6,288.55	\$ -	\$ -	\$ 150,909.63	\$ 69,828.46	\$ 81,081.17	\$ 150,909.63
12/17/18	5	\$ 122,180.14	\$ 4,887.69	\$ -	\$ 231.58	\$ 117,524.03	\$ 54,380.38	\$ 63,143.65	\$ 117,524.03
12/21/18	6	\$ 305,309.76	\$ 12,213.60	\$ -	\$ -	\$ 293,096.16	\$ 135,620.60	\$ 157,475.56	\$ 293,096.16
1/14/19	7	\$ 39,981.04	\$ 1,599.40	\$ -	\$ -	\$ 38,381.64	\$ 17,759.84	\$ 20,621.80	\$ 38,381.64
2/19/19	8	\$ 39,260.58	\$ 1,561.49	\$ 698.51	\$ -	\$ 37,000.58	\$ 17,120.80	\$ 19,879.78	\$ 37,000.58
3/14/19	9	\$ 42,115.97	\$ 1,181.97	\$ -	\$ 1,404.07	\$ 42,338.07	\$ 19,590.55	\$ 22,747.52	\$ 42,338.07
4/11/19	10	\$ 9,772.44	\$ 99.98	\$ -	\$ -	\$ 9,672.46	\$ 4,475.61	\$ 5,196.85	\$ 9,672.46
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>		<b>\$ 775,806.94</b>	<b>\$ 30,265.66</b>	<b>\$ 698.51</b>	<b>\$ 1,635.65</b>	<b>\$ 746,478.42</b>	<b>\$ 345,408.31</b>	<b>\$ 401,070.11</b>	<b>\$ 746,478.42</b>

## SECTION 3

135 W Central Blvd. Suite 320, Orlando Florida 32801

1

# SECTION 1



**Modern Security Systems**  
**1384 Heritage Acres Blvd**  
**Suite A**  
**Rockledge, FL 32955**



GOVERNMENTAL MANAGEMENT SERVICES  
 9145 NARCOOSSEE RD.  
 STE. A206  
 ORLANDO, FL 32827

## Estimate

		Date	Estimate #
		4/6/2019	6425
Terms		Rep	Project
1/2 DP BALANCE UPON COMPLETION		FSR	FALCON TRACE
Qty	Description		
1	NVR-16 4K Support 16 CH Network Video Recorder(NVR) for IP cameras w/ 16 CH PoE		
2	3TB HARD DRIVE		
9	4.2MP OUTDOOR VANDAL PROOF DOME CAMERA W/ INFRARED		
1	32" COLOR HI-DEF MONITOR		
1	MONITOR MOUNT		
1	UBIQUITY WIRELESS REPEATER		
	3 YEAR WARRANTY ON ALL EQUIPMENT		
	1 YEAR WARRANTY ON ALL WORKMANSHIP		
	ALL PRICES INCLUDE INSTALLATION		
	INSTALLATION WILL TAKE 2 DAYS		
It's been a pleasure working with you!		Sales Tax (0.0%)	\$0.00
		Total	\$6,845.00
		Signature _____	

CREDIT CARD CHARGES OVER  
 \$500.00 WILL INCUR A  
 CONVENIENCE CHARGE OF 3%

**FINANCING AND LEASE OPTIONS AVAILABLE**  
**VISA AND MASTER CARD ACCEPTED**

PAST DUE BALANCES ARE  
 SUBJECT TO INTEREST AT 1.5%  
 MONTHLY. 18% ANNUALLY

Phone #	Fax #	E-mail	Web Site
888-707-5590	401-463-7777	info@GoModernSecurity.com	www.GoModernSecurity.com