

*Falcon Trace Community
Development District*

Agenda

August 21, 2019

AGENDA

Falcon Trace

Community Development District

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

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

August 14, 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, August 21, 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 May 15, 2019 Meeting
- IV. Consideration of Resolution 2019-05 Amending Resolution 2019-04 Designating a Date for the Public Hearing
- V. Public Hearing
 - A. Consideration of Resolution 2019-06 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2019-07 Imposing Special Assessments and Certifying an Assessment Roll
- VI. Consideration of Playground Equipment Proposals
 - A. Korkat Playgrounds & Site Amenities (2)
 - B. Playmore Recreational Products & Services
- VII. Consideration of Maintenance Service Agreements for Fiscal Year 2020
 - A. Aquatic Weed Management, Inc.
 - B. REW Landscape Corp.
 - C. Roberts Pool Service and Repair, Inc.
- VIII. Discussion of Request for Business Cards for Supervisors – *Requested by Supervisor Shaikh*
- IX. Staff Reports
 - A. Attorney
 - B. District Manager's Report
 1. Approval of Check Register
 2. Balance Sheet and Income Statement
 3. Approval of Fiscal Year 2020 Meeting Schedule
 4. Presentation of Number of Registered Voters – 1,895
 5. Presentation of Arbitrage Rebate Calculation Report
 6. Field Manager's Report
 - i. Consideration of Quote with Aquatic Weed Management, Inc. for Grass Carp Restocking
 - ii. Consideration of Proposal with Berry Construction for Storage Building Work
- X. Supervisor's Requests
- XI. 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 May 15, 2019 meeting. The minutes are enclosed for your review.

The fourth order of business is consideration of Resolution 2019-05 amending Resolution 2019-04 designating a date for the public hearing. A copy of the resolution is enclosed for your review.

The fifth order of business opens the public hearing. Section A is consideration of Resolution 2019-06 adopting the Fiscal Year 2020 budget and relating to the annual appropriations. A copy of the resolution is enclosed for your review. Section B is consideration of Resolution 2019-07 imposing special assessments and certifying an assessment roll. A copy of the resolution is enclosed for your review and the assessment roll will be available at the meeting.

The sixth order of business is consideration of playground equipment proposals. Section A is two separate proposals from Korkat Playgrounds & Site Amenities. Section B is a proposal from Playmore Recreational Products & Services. Copies of all three proposals are enclosed for your review.

The seventh order of business is consideration of maintenance service agreements for Fiscal Year 2020. 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. Draft copies of the agreements are enclosed for your review.

The eighth order of business is discussion of request for business cards for Supervisors. This is a discussion item and there is no back-up.

Section B of the ninth order of business 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 consideration of quote with Aquatic Weed Management, Inc. for Grass Carp restocking. A copy of the quote is enclosed for your review. Sub Section 2 is consideration of proposal with Berry Construction for Storage Building Work. A copy of the proposal is enclosed for your review.

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 Wednesday, May 15, 2019 at 6:00 p.m. at the Big Hawk Lake Recreational Center, 13600 Hawk Lake Drive, Orlando, Florida.

Present and constituting a quorum were:

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

Also present were:

Jill Burns	District Manager
Michelle Rigoni	District Counsel
William Viasalyers	Field Operations
David Tuel	Head Pool Attendant

The following is a summary of the meeting and actions taken at the May 15, 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 at 6:00 p.m. and called the roll.

The Board discussed moving the seating arrangement such that the Board faces staff and the audience.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the March 20, 2019 Meeting

On MOTION by Ms. Baron seconded by Ms. Hurst with all in favor the minutes of the March 20, 2019 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2019-03 Electing an Assistant Secretary

Ms. Burns stated previously Jason was an Assistant Secretary and I ask that you add me as an Assistant Secretary to enable me to sign documents.

On MOTION by Ms. Hurst seconded by Ms. Stark with all in favor Resolution 2019-03 electing Jill Burns as an Assistant Secretary was approved.

FIFTH ORDER OF BUSINESS

Discussion of Capital Improvement Proposals

Ms. Burns stated upon the Board's direction at the last meeting, we obtained several proposals for your consideration to see if the Board wanted to include some of these in the upcoming year for capital improvements.

A. Parking Lot Resurfacing

Mr. Viasalyers outlined the proposals for resurfacing and restriping the parking lot.

On MOTION by Ms. Hurst seconded by Ms. Stark with all in favor the quote from Seminole Paving in the amount of \$34,085.15 was approved and District Counsel was authorized to prepare an agreement for this work.

B. Recreation Center Playground with Korkat

Mr. Viasalyers stated at the last meeting I was directed to seek bids for the replacement of playground equipment but, unfortunately I was only able to get one at this time and this is a price for different pieces of equipment or all of the equipment.

The Board discussed the pieces of equipment, the type of mulch and the need for a shade structure, adding an additional bench and Mr. Viasalyers was directed to obtain a second quote as well as another option to replace the dome structure from Korkat as shown on the drawing.

C. Pool Pavilion Pavers with Berry Construction, Inc.

Mr. Viasalyers stated this proposal is for pavers to replace the mulch that was around the palm trees by the slide.

On MOTION by Ms. Hurst seconded by Ms. Miller with all in favor the proposal from Berry Construction, Inc. in the amount of \$1,550.00 for pavers under the water slide was approved; with the work to commence as soon as possible.

D. Landscape Enhancements with REW Landscape Corp.

Mr. Viasalyers outlined the proposal from REW Landscape Corp. for four different Landscape Enhancement areas: Play Area (East Side Club House), Large Field (North Side Club House), Hawk Lake Drive, and the West Side (Past Gate) Right Side.

On MOTION by Ms. Hurst seconded by Ms. Stark with all in favor the Landscape Enhancements Proposal with REW Landscape Corp. was approved subject to District Counsel preparing work authorizations for the following: 1) Play Area (East Side Clubhouse) Mulching subject to completion of playground equipment replacement in the amount of \$4,750.00; 2) Large Field (North side Clubhouse) Tree Replacement Option #1 in the amount of \$2,850.00; 3) Hawk Lake Drive Tree Replacement Option #1 in the amount of \$2,975.00; 4) West Side (Past Gate) Right Side in the amount of \$687.50.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2019-04
Approving the Proposed Fiscal Year 2020
Budget and Setting a Public Hearing**

Ms. Burns stated Resolution 2019-04 approves the proposed Fiscal Year 2020 budget and sets a date for the public hearing. We have to send the proposed budget to the County at least 60 days prior to the public hearing date and we are not proposing an assessment increase for the upcoming fiscal year. The budget is proposed to remain the same at a total of \$357,455 and the assessment at \$419.70. When we get to the final budget we can move line items to incorporate the things you just approved, like the playground, which was not in the prior budget and the parking lot we may need to increase that a little bit but we can adjust line items to show that the District plans to spend that amount out of capital reserves in the upcoming year.

Ms. Hurst stated we need to look at the budget, but can we approve it and set the date then transmit it to the County. This is the estimated budget with no increase in assessments and the date that we lock it in.

Ms. Burns stated we can change line items; we just can't go above the total amount. This is the last year you will pay the debt assessment.

Discussion ensued regarding the proposed budget. The Board discussed cancelling any scheduled meetings prior to the August meeting.

On MOTION by Ms. Stark seconded by Ms. Miller with all in favor Resolution 2019-04 approving the proposed Fiscal Year 2020 budget and setting a public hearing for August 21, 2019 at 6:00 p.m. at the Big Hawk Lake Recreational Center, 13600 Hawk Lake Drive, Orlando, Florida, was approved.

SEVENTH ORDER OF BUSINESS

Discussion of Maintenance Service Agreements

A. Aquatic Weed Management, Inc.

B. REW Landscape Corp.

C. Roberts Pool Service and Repair, Inc.

Ms. Burns stated we have three maintenance agreements coming up this year that do not have renewal options. If you are happy with the services we will reach out to them to get new quotes, if you want to look into other options we can get multiple proposals. Are you happy with the services you are receiving and just want us to reach out to them to get new quotes?

The Board generally expressed satisfaction with all three vendors and reached consensus for staff to reach out to the three current providers and get quotes for the upcoming year, to be placed on the next agenda for Board consideration.

Mr. Shaikh moved to hold a meeting in July and there being no second the motion died for lack of a second, and as a result the July 17, 2019 meeting was cancelled.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. Attorney – Discussion of Attorney Fees**

Ms. Rigoni stated as most of you know our fees are broken down, one flat rate for meeting attendance and related activities such as preparing for the meeting and some follow-up. We haven't increased the flat rate since 2002 and we are requesting to raise that by \$100. All the other matters we bill at an hourly rate and we are proposing an increase for Mike's rate and the new adjusted rate will be \$335 an hour, which will take effect October 1st. We are bringing it to the Board's attention well in advance of adopting the final budget hoping you will consider this.

On MOTION by Ms. Stark seconded by Ms. Baron with all in favor the increase in attorney fees was approved.

B. Manager**i. Approval of Check Register**

Discussion ensued regarding some invoices and financial statements of the District.

On MOTION by Ms. Hurst seconded by Ms. Stark with all in favor the check register was approved.

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**1. Discussion of Proposal for Security Cameras – Closed Session**

Information and discussion related to the District's security system plan are confidential and exempt from the public records and public meeting requirements. Following discussion in the closed session, the Board moved to approve the proposal for the purchase and installation of security cameras.

Mr. Viasalyers gave an overview of the monthly Field Manager's report, which was provided in the agenda package and requested consideration for the following item.

On MOTION by Ms. Hurst seconded by Ms. Stark with all in favor staff was authorized to purchase two new picnic tables in an amount not to exceed \$4,000.

Ms. Rigoni, at Supervisor Miller's request, will research the proper language to be used in the swim policy for proper swim attire and have it match the health code, if any, and once the policy is set it will be circulated in the newsletter so residents are aware of the policy.

Ms. Miller stated I thought we were going to look into signage about dogs being leashed.

Mr. Viasalyers stated it was in the retention pond area and we were going to see about what legal sign could be posted to keep people out.

Ms. Rigoni stated I will look into that.

Ms. Burns stated it is an Orange County ordinance that dogs need to be on a leash at all times.

Mr. Viasalyers stated I can put up signage about the leash law.

The Board discussed adding one page to the HOA newsletter explaining the difference between the CDD and HOA and any article proposed to be in the newsletter needs prior approval by the full Board.

Ms. Miller stated we haven't negotiated the price yet, we have to think about the composition of what we are about to do. July is too early and it is probably going to be at the end of the year at that point we will have budgets that are underway or completed. This needs to be done very carefully before we pull the trigger.

Ms. Hurst stated if we all have ideas bring them to the August meeting and have them be fully formed articles so we are not writing them while we are here waiting to be done.

Ms. Miller stated the HOA needs to come back with a price.

Mr. Tuel stated we need some new umbrellas for the tables. The last time we bought them they were \$300 each. We have two that are in almost new condition, but we need seven in total.

Ms. Hurst stated we can buy seven and keep the two as backups.

On MOTION by Ms. Hurst seconded by Ms. Baron with all in favor staff was authorized to purchase seven new umbrellas for tables in an amount not to exceed \$2,500.

NINTH ORDER OF BUSINESS

Supervisor's Requests

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Next Meeting Date

Ms. Burns stated the next meeting date is August 21, 2019, at 6:00 p.m. at this location.

On MOTION by Ms. Baron seconded by Ms. Stark with all in favor the meeting adjourned at 8:20 p.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2019-05

**A RESOLUTION AMENDING RESOLUTION 2019-04
DESIGNATING A DATE FOR THE PUBLIC HEARING ON
THE BUDGET FOR FISCAL YEAR 2020; PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, the Falcon Trace Community Development District's ("District") Board of Supervisors ("Board") previously adopted Resolution 2019-04 designating the date, time and location for the public hearing on the District's Budget for Fiscal Year 2020; and

WHEREAS, the Board desires to designate a new date for the public hearing.

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

1. The date of the District's public hearing on the Budget for Fiscal Year 2020 is changed to the following: **August 21, 2019**. The location and time of said public hearing shall remain the same: Big Hawk Lake Recreation Center, 13600 Hawk Lake Drive, Orlando, FL 32837, at 6:00 P.M.

2. The District Manager shall use the above date, time and location in providing notices required by Florida law.

3. Except as amended herein, Resolution 2019-04 shall remain unchanged and in full force and effect.

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

PASSED AND ADOPTED THIS 21st DAY OF AUGUST, 2019.

ATTEST:

**FALCON TRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

SECTION V

SECTION A

RESOLUTION 2019-06

THE ANNUAL APPROPRIATION RESOLUTION OF THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June 2019, submitted to the Board of Supervisors ("**Board**") of the Falcon Trace Community Development District ("**District**") proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("**Fiscal Year 2019/2020**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Falcon Trace Community Development District for the Fiscal Year Ending September 30, 2020.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2019/2020, the sum of \$ _____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND (SERIES 2007)	\$ _____
CAPITAL RESERVE FUND(S)	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

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

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

PASSED AND ADOPTED THIS 21st DAY OF AUGUST, 2019.

ATTEST:

**FALCON TRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors



Falcon Trace
Community Development District
Proposed Budget
FY 2020



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**Falcon Trace
Community Development District**

**General Fund Budget
Fiscal Year 2020**

ADOPTED BUDGET FY 2019	ACTUAL THRU 7/31/19	NEXT 2 MONTHS	PROJECTED THRU 9/30/19	PROPOSED BUDGET FY 2020
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REVENUES:

Maintenance Assessments	\$355,855	\$362,255	\$0	\$362,255	\$355,855
Miscellaneous Income	\$2,000	\$1,675	\$600	\$2,275	\$1,500
Interest Income	\$0	\$144	\$29	\$173	\$100
TOTAL REVENUES	\$357,855	\$364,074	\$629	\$364,702	\$357,455

EXPENDITURES:

Administrative:

Supervisors Fees	\$8,000	\$3,000	\$1,000	\$4,000	\$8,000
FICA Expense	\$612	\$230	\$77	\$306	\$612
Engineering Fees	\$1,000	\$0	\$250	\$250	\$1,000
Dissemination	\$1,000	\$833	\$167	\$1,000	\$1,000
Assessment Roll	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Arbitrage Rebate	\$600	\$0	\$600	\$600	\$600
Attorney Fees	\$15,000	\$17,483	\$3,497	\$20,979	\$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	\$43,013	\$8,603	\$51,615	\$51,615
Information Technology	\$1,450	\$3,183	\$242	\$3,425	\$2,650
Telephone	\$50	\$13	\$37	\$50	\$50
Postage	\$500	\$141	\$28	\$169	\$500
Printing and Binding	\$800	\$240	\$48	\$288	\$600
Insurance	\$11,800	\$10,654	\$0	\$10,654	\$11,250
Legal Advertising	\$2,500	\$671	\$1,829	\$2,500	\$2,500
Contingency	\$1,200	\$797	\$159	\$957	\$1,200
Property Appraiser	\$1,000	\$902	\$0	\$902	\$1,000
Office Supplies	\$500	\$57	\$63	\$120	\$500
Dues, Licenses, & Subscriptions	\$175	\$175	\$0	\$175	\$175
TOTAL ADMINISTRATIVE	\$110,452	\$89,592	\$21,048	\$110,640	\$111,002

Maintenance:

Field Management	\$19,343	\$16,119	\$3,224	\$19,343	\$19,343
Property Insurance	\$6,870	\$6,245	\$0	\$6,245	\$6,750
Pool Staff Payroll	\$76,000	\$52,872	\$10,574	\$63,446	\$76,000
Security	\$1,500	\$840	\$168	\$1,007	\$1,500
Telephone Expense	\$2,200	\$1,677	\$335	\$2,013	\$2,200
Electric	\$18,900	\$14,341	\$2,868	\$17,209	\$18,900
Irrigation/Water	\$13,500	\$4,507	\$901	\$5,408	\$13,500
Lake Maintenance	\$8,600	\$5,000	\$1,000	\$6,000	\$8,600
Pest Control	\$650	\$0	\$650	\$650	\$650
Pool Maintenance	\$27,020	\$24,170	\$4,834	\$29,004	\$29,500
Grounds Maintenance	\$33,000	\$24,273	\$4,855	\$29,128	\$33,000
General Facility Maintenance	\$10,000	\$6,843	\$1,369	\$8,211	\$10,000
Refuse Service	\$4,800	\$4,100	\$820	\$4,920	\$5,000
Field Contingency	\$5,000	\$896	\$179	\$1,075	\$5,000
Transfer Out - Current Year	\$20,019	\$0	\$20,019	\$20,019	\$16,510
TOTAL MAINTENANCE	\$247,403	\$161,882	\$51,796	\$213,678	\$246,453
TOTAL EXPENDITURES	\$357,855	\$251,474	\$72,845	\$324,318	\$357,455
EXCESS REVENUES (EXPENDITURES)	\$0	\$112,600	(\$72,216)	\$40,384	\$0

Net Assessments	\$355,855
Add: Discounts & Collections	\$22,714
Gross Assessments	<u>\$378,569</u>
Total Units	902
Per Unit Assessment	<u>\$ 419.70</u>

**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 CO₂ 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		\$10,300
		<u>\$29,500</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

ADOPTED BUDGET FY 2019	ACTUAL THRU 07/31/19	NEXT 2 MONTHS	PROJECTED THRU 9/30/19	PROPOSED BUDGET FY 2020
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REVENUES:

Transfer In	\$20,019	\$0	\$20,019	\$20,019	\$249,516
Interest	\$150	\$165	\$33	\$198	\$150
Beginning Fund Balance	\$234,197	\$264,275	\$0	\$264,275	\$242,526

TOTAL REVENUES	\$254,366	\$264,439	\$20,052	\$284,491	\$492,192
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EXPENDITURES:

Parking Lot Resurfacing	\$0	\$0	\$0	\$0	\$37,500
Pool Furniture	\$10,000	\$2,982	\$7,018	\$10,000	\$10,000
Building Renovations	\$25,000	\$0	\$25,000	\$25,000	\$0
Landscape Improvements	\$0	\$0	\$0	\$0	\$15,000
Security Camera System	\$0	\$0	\$6,900	\$6,900	\$0
Transfer Out	\$0	\$66	\$0	\$66	\$0

TOTAL EXPENDITURES	\$35,000	\$3,048	\$38,918	\$41,966	\$62,500
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EXCESS REVENUES	\$219,366	\$261,392	(\$18,866)	\$242,526	\$429,692
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Falcon Trace
Community Development District

Debt Service Fund
Series 2007
Fiscal Year 2020

ADOPTED BUDGET FY 2019	ACTUAL THRU 07/31/19	NEXT 2 MONTHS	PROJECTED THRU 9/30/19	PROPOSED BUDGET FY 2020
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REVENUES:

Assessments - On Roll	\$413,660	\$420,631	\$0	\$420,631	\$413,660
Interest Income	\$300	\$873	\$175	\$1,048	\$300
Transfer In	\$0	\$66	\$0	\$66	\$0
Beginning Fund Balance	\$239,924	\$240,289	\$0	\$240,289	\$236,821
TOTAL REVENUES	\$653,885	\$661,859	\$175	\$662,033	\$650,781

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	\$385,000	\$0	\$385,000	\$400,000
Interest - 5/1	\$17,663	\$17,550	\$0	\$17,550	\$8,888
Transfer Out	\$0	\$0	\$0	\$0	\$233,006
TOTAL EXPENDITURES	\$420,325	\$425,213	\$0	\$425,213	\$650,781
EXCESS REVENUES	\$233,560	\$236,646	\$175	\$236,821	(\$0)

Net Assessments	\$413,660
Add: Discounts & Collections	\$26,404
Gross Assessments	<u>\$440,064</u>
Total Units	900
Per Unit Assessment	<u>\$ 488.96</u>

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

AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
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
			\$400,000.00	\$17,775.00	\$417,775.00

SECTION B

RESOLUTION 2019-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Falcon Trace Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Orange County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”), attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2019/2020; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which

such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Falcon Trace Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit B** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits A and B**, is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits A and B**. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit B**, is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep

apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THIS 21st DAY OF AUGUST, 2019.

ATTEST:

**FALCON TRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll

SECTION VI

SECTION A



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

Estimate

Date 8/8/2019 Estimate # 40228

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
PS3-32512-3	PLAYGROUND STRUCTURE	1	36,262.00	36,262.00T
DISCOUNT	2019 SUMMER SALE DISCOUNT - **2019 SUMMER SALE – ENDS 9-6-2019**		-16,318.00	-16,318.00
	SUBTOTAL			19,944.00
R3-20592	RECYCLED PLAYGROUND STRUCTURE - 2-5 UNIT	1	12,786.00	12,786.00T
AFR0158XX	FRSTD BUBBLE STORM CLIMBER W/ "S" LOGO POST CAPS	1	3,703.00	3,703.00T
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			19,723.00
INSTALL-PLAYGROUND	INSTALL-PLAYGROUND	1	13,975.07	13,975.07
REMOVAL	REMOVAL OF TWO EXISTING PLAYGROUND STRUCTURES	1	6,000.00	6,000.00
	REMOVAL OF ONE TREE			
MULCH	157 CY OF PLAYGROUND SAFE EWF TO COVER APPROX. 4222 SF @ 12" DEPTH - BLOWN-IN	1	7,752.00	7,752.00T
ENGINEERED DRAWINGS	PLAYGROUND ENGINEERED DRAWINGS	2	925.00	1,850.00
PERMITTING	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.	1	1,200.00	1,200.00

Total

Phone #

Fax #

E-mail

770-214-9322

770-214-9323

BBlankenship@KorKat.com

Signature



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

Estimate

Date 4/4/2019
Estimate # 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	
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.	2	925.00	1,850.00
		1	1,200.00	1,200.00
FREIGHT	SHIPPING & HANDLING	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

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



PLAYGROUND & SITE ADVENTURES

221 Cable Industrial Way
Carrollton, GA 30117

770.214.9322

www.KORKAT.com

BIG HAWK RECREATION CENTER

Structures:

R3-20592/Bubble 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

SECTION B

PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

06/21/19

Job Number: 14139
Revision:

Client: GMS Central Florida
135 W Central Blvd
Orlando FL 32801

Job: Falcon Trace PG
13600 Hawk Lake Drive
Orlando FL 32837

Contact: William Viasalyers Phone: 407-451-4047

Fax:

Email: wviasalyers@gmscfl.com

Sales Rep: Bruce Krieger

Terms: Due With Order

Item	Description	Quantity	Cost	Subtotal
1 Equipment				
350-1731	350-1731	1	\$11,000.00	\$11,000.00
350-1900	Fiesta Town	1	\$32,000.00	\$32,000.00
ZZXX9410	2' BORDER TIMBERS w/STAKE	2	\$42.00	\$84.00
ZZXX9430	4' BORDER TIMBERS w/STAKE	42	\$54.00	\$2,268.00
ZZXX9450	BORDER TIMBER END w/STAKE	2	\$36.00	\$72.00
Discount	Playground Sale, Expires 12/2/19	-1	\$11,457.00	-\$11,457.00
EWf	12" of Engineered Wood Fiber (2,863 SF), priced per CY	143	\$25.35	\$3,625.05
Subtotal:				\$37,592.05
2 Freight				
Freight	Playworld Freight	1	\$3,009.00	\$3,009.00
Freight	EWf Freight	1	\$500.00	\$500.00
Subtotal:				\$3,509.00
4 Installation				
PSI Installation	Installation of Playworld Equipment	1	\$14,536.00	\$14,536.00
Installation	Installation of EWf	1	\$2,433.00	\$2,433.00
Removal	Remove and Dispose Existing Equipment	1	\$5,000.00	\$5,000.00
Site Prep	Excavation. Take off Site.	1	\$4,500.00	\$4,500.00
Subtotal:				\$26,469.00
Grand Totals:				\$67,570.05

Notes: Please review terms page for installation information.

*Permitting and engineered drawings are an additional charge, if needed.

PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

06/21/2019

Job Number: 14139

Revision:

Client: GMS Central Florida
135 W Central Blvd
Orlando FL 32801

Job: Falcon Trace PG
13600 Hawk Lake Drive
Orlando FL 32837

General Terms:

Acceptance by a signature, purchase order, or contract based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal, including the following:

- Prices are valid for 30 days, unless otherwise noted. After 30 days, prices are subject to change without notice.
- Sales Tax will be charged unless a valid Sales Tax Exemption Certificate is presented with order.
- Specify all colors and options in writing. Any discrepancies that arise due to oral selections will be the responsibility of the customer.
- If the customer is installing equipment, all equipment is to be installed per manufacturer's instructions and applicable guidelines.
- Installation, site work, permits, engineering, etc. are not included unless noted.

Building Permits:

Building permits are the responsibility of the owner. If a building permit is required for your project, the following options are available.

- Add 5% (minimum \$1,500) to the quotation/contract price. Playmore Recreational Products and Services will cover the costs of all the building permit fees and expeditor fees.
- Playmore Recreational Products and Services can assist the customer in obtaining their own permit. Customer is responsible for all fees directly to the permitting agency and/or the expediting company.

NOTE – All zoning, planning, environmental, etc. permits and approvals are the responsibility of others as well as any required site plans. If signed and sealed engineered drawings are needed for the installation of equipment, this will be included on the proposal. If it is omitted and later discovered necessary, the cost will be the responsibility of the customer.

Standard Services Include:

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready.)
- Moving New Equipment at Job Site
- Layout of Equipment
- Installation of Equipment and Materials per Manufacturer's Instructions
- Trash Clean Up (Leave on site.)
- Post-Installation Walk Through
- Maintenance Explanation

Customer Responsibilities (unless otherwise noted in the applicable quotation/contract):

- Trash Disposal – Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.). \$500.00 Charge will apply if Customer wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):

- Removal of Existing Equipment.
- Site Preparation, Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

General Notes

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as to sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage, such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rocks, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Acceptance Signature: X Date: _____ P.O.#: _____

PLAYMORE

Recreational Products & Services

Florida Licensed Contractor
CBC1252224

This quote is provided by a **Licensed and Insured Company**, a protection for you, our customer. Playmore Recreational Products and Services holds a Certified Building Contractor's license.

CBC1252224

Did you know it's actually against the law for a playground company to accept a contract for installation of playground equipment unless they are licensed? It's true.

Many of our competitors are not licensed contractors, and by law are only allowed to supply materials and equipment. However, they accept contracts for installation services, and then hire third-party licensed contractors. This is unlicensed contracting.

Florida Statute 489.105.(6) is very clear on the matter:

"The attempted sale of contracting services and the negotiation or bid for a contract on these services also constitutes contracting. If the services offered require licensure or agent qualification, the offering, negotiation for a bid, or attempted sale of these services requires the corresponding licensure."

We encourage you to use licensed contractors on all you upcoming installation projects. Ask for a copy of the license from the company you are contracting with. Make sure they are listed by name on the license, not a third-party contractor.





Falcon Trace Park

Orlando, Florida

19-1801A

Sales Representative

PLAYMORE

Recreational
Products & Services

Equipment Manufacturer

PLAYWORLD
The world needs play.

POST & COMPONENT

Light Gray
Lime

TOMOLD PLASTIC

Plum
Beige
Lime

2-COLOR PLASTIC

Beige-Gray

ECO-ARMOR

Gray



Falcon Trace Park
Orlando, Florida

19-1801A

Sales Representative
PLAYMORE
Recreational
Products & Services

Equipment Manufacturer
PLAYWORLD
The world needs play!



Falcon Trace Park

Orlando, Florida

19-1801A

Sales Representative

PLAYMORE

Recreational
Products & Services

Equipment Manufacturer

PLAYWORLD
The world's largest play



Falcon Trace Park
Orlando, Florida

19-1801A

Sales Representative:

PLAYMORE

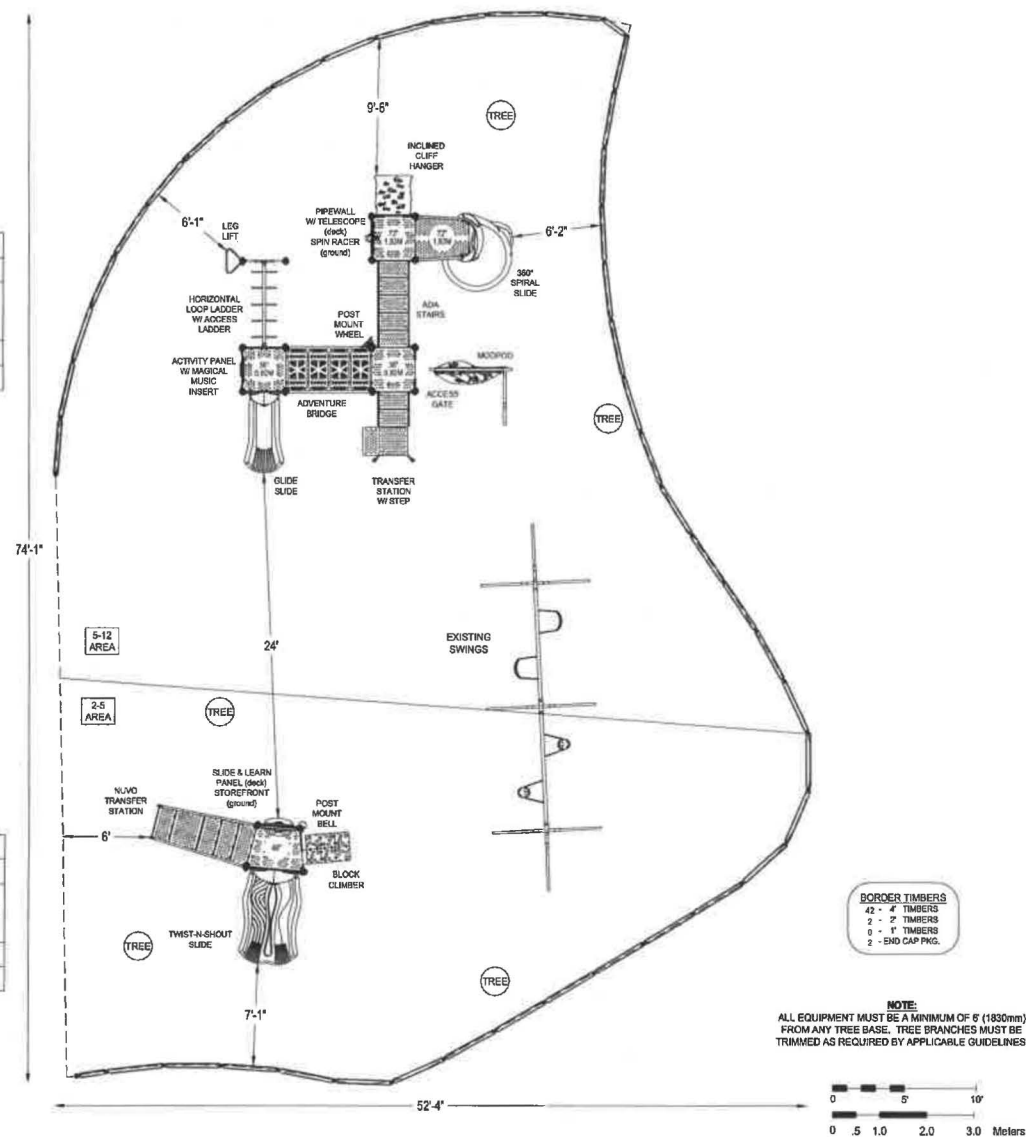
Recreational
Products & Services

Equipment Manufacturer

PLAYWORLD
"The world needs play."

ADA SCHEDULE	Total Elevated Play Activities: 8		
	Total Ground-Level Play Activities: 3		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	4	3	3
Provided	8	3	3

ADA SCHEDULE	Total Elevated Play Activities: 3		
	Total Ground-Level Play Activities: 2		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	2	1	1
Provided	3	2	2



Playmore Recreational
Products & Services
10271 Deer Run Farms Road
Suite 1
Fort Myers, FL 33966

EQUIPMENT SIZE:
SEE DWG

USE ZONE:
52'4" x 74'1"

AREA: **2,863 SqFt.** PERIMETER: **215 Ft.**

FALL HEIGHT:
8 Ft.

USER CAPACITY: **57** AGE GROUP: **2-12**

BORDER TIMBERS
42 - 4" TIMBERS
2 - 2" TIMBERS
0 - 1" TIMBERS
2 - END CAP PKG.

NOTE:
ALL EQUIPMENT MUST BE A MINIMUM OF 6" (153mm)
FROM ANY TREE BASE. TREE BRANCHES MUST BE
TRIMMED AS REQUIRED BY APPLICABLE GUIDELINES.

0 5 10
0 .5 1.0 2.0 3.0 Meters

*PLAYGROUND SUPERVISION REQUIRED

FALCON TRACE PLAYGROUND

ORLANDO, FL

PROJECT NO:
19-1801A

DRAWN BY:
JESSE HOUSER

DATE:
6-JUNE-2019

SCALE:
1/8"=1'-0"

Paper Size
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 ____ day of _____, 2019, 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 West Central Boulevard, 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. [HIGHLIGHTED SECTION SUBJECT TO CHANGE PER PROPOSAL/APPROVED SCOPE]

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 hereby designates _____ 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 _____ Hundred Dollars (\$ _____) per month. The stocking of sterile triploid grass carp shall not exceed \$ _____ per fish. Work shall commence on October 1, 2019, and shall be effective through September 30, 2020, unless terminated pursuant to the terms of this Agreement. Thereafter, this Agreement may be renewed for four (4) additional, one (1) year periods upon written agreement executed by both parties.

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:

- (i)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (ii)** 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:
 - (a)** Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (iii)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (iv)** 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.

A. 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.

B. 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, fines, 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), and any interest, all as actually incurred.

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 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 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:

If to the Contractor:

Aquatic Weed Management, Inc.
P.O. Box 1259
Haines City, Florida 33845
Attn: _____

If to the 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 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

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

SECTION 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 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 agrees to and consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Orange County, 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 George Flint ("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 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@GMSCFL.COM, AND 135 WEST 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.

SECTION 29. 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.

[Signatures on next page]

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

ATTEST:

**FALCON TRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

WITNESS:

**AQUATIC WEED MANAGEMENT,
INC.**, a Florida corporation

Print Name: _____

By: _____
Its: _____

SECTION B

**AGREEMENT BETWEEN THE FALCON TRACE COMMUNITY DEVELOPMENT
DISTRICT AND REW LANDSCAPE CORP. REGARDING THE PROVISION OF
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2019, 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, with a mailing address of 135 West Central Blvd., Suite 320, Orlando, Florida 32801 (the "District"); and

REW LANDSCAPE CORP., a Florida corporation, with a mailing address of P.O. Box 951484, Lake Mary, Florida 32795 ("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 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 Contractor under this Agreement and related to this Agreement shall conform to any written instructions.

SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE. 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 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 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 Contractor as if described and delineated in this Agreement.

B. 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 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 Contractor's services.

(i) The District hereby designates the District Manager to act as its representative.

(ii) 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"), 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. 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; TERM. As compensation for services identified in the Landscape Maintenance Specifications, the District shall pay Contractor _____ Dollars (\$ _____) per month. Contractor shall provide the District with a monthly invoice for fees, which invoices shall include sufficient detail to demonstrate compliance with the terms of this Agreement, 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 proper invoice. This Agreement shall commence on October 1, 2019, and shall be effective through September 30, 2022, unless terminated in accordance with this Agreement.

SECTION 5. INSURANCE.

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

- (i) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (ii) Commercial General Liability Insurance covering 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:

- (a) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (iii) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (iv) 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 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. 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 (without any obligation to do so, however), 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 6. 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, fines, 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), and any interest, all as actually incurred.

SECTION 7. 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 upon the giving of notice of termination.

SECTION 8. 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 notice of termination.

SECTION 9. 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 10. 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 11. 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 12. TERMINATION. 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 Contractor. The District may terminate this Agreement without cause upon thirty (30) days written notice of termination. Upon any termination of this Agreement, 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 Contractor.

SECTION 13. 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 Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

SECTION 14. ASSIGNMENT. Neither the District nor 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 15. INDEPENDENT CONTRACTOR STATUS. 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.

SECTION 16. 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 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 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 18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

SECTION 19. 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 20. 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 instrument.

SECTION 21. 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:

If to Contractor: REW Landscape Corp.
1469 North New York Street
Sanford, Florida 32771
Attn: _____

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 PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for 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 herein.

SECTION 22. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and 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 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 Contractor and their respective representatives, successors, and assigns.

SECTION 23. 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 agrees to and consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Orange County, Florida.

SECTION 24. 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@GMSCFL.COM, AND 135 WEST CENTRAL BLVD, SUITE 320, ORLANDO, FLORIDA 32801.

SECTION 25. 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 26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and 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 27. 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 28. 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.

[Signatures on page to follow]

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

ATTEST:

**FALCON TRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

WITNESS:

REW LANDSCAPE CORP., a Florida
corporation

Print Name:

By:

Its:

Exhibit A: Landscape Maintenance Specifications

Exhibit A
Landscape Maintenance Specifications

DRAFT

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 ____ day of ____ 2019, 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 with a mailing address of 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the "District"); and

ROBERTS POOL SERVICE AND REPAIR, INC., a Florida corporation, whose mailing address is 19315 Lake Pickett Road, Orlando, Florida 32820 ("Contractor").

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.

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. COMPENSATION; TERM.

A. As compensation for the Services, the District agrees to pay Contractor in the amount of _____ Hundred Dollars (\$_____) per month. Contractor shall invoice the District by the 15th 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. This Agreement shall commence on October 1, 2019, and shall be effective through September 30, 2020, unless terminated in accordance with this Agreement. Thereafter, this Agreement may be renewed for four (4) additional, one (1) year periods upon written agreement executed by both parties.

C. 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.

D. 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 4. 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 5. INSURANCE.

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

- (i) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (ii) 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:
 - (a) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (iii) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (iv) 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. 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 6. 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, fines, 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), and any interest, all as actually incurred.

SECTION 7. 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 8. 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 9. 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 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. 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 15. 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 16. 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 17. 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 18. 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 19. 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 agrees to and consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Orange County, Florida.

SECTION 20. 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@GMSCFL.COM, AND 135 WEST CENTRAL BLVD, SUITE 320, ORLANDO, FLORIDA 32801.

SECTION 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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.

[Signatures on next page]

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/Assistant Secretary

Vice/Chairperson, Board of Supervisors

WITNESS:

**ROBERTS POOL SERVICE AND
REPAIR, INC.**, a Florida corporation,

Print Name: _____

By: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A:
Scope of Services

[to be attached, if approved]

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SECTION IX

SECTION B

SECTION 1

Falcon Trace

Community Development District

Check Register Summary

July 01, 2019 through July 31, 2019

Fund	Date	Check No.'s		Amount
General Fund	7/1/19	3893-3894	\$	1,870.00
	7/8/19	3895	\$	6,495.38
	7/11/19	3896-3897	\$	2,855.60
	7/12/19	3898	\$	159.55
	7/17/19	3899-3900	\$	968.15
	7/24/19	3901	\$	19,560.99
	7/25/19	3902-3904	\$	11,718.24
			\$	43,627.91
			\$	43,627.91

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 8/14/19

PAGE 1

*** CHECK DATES 07/01/2019 - 07/31/2019 ***

FALCON TRACE CDD -GENERAL FUND

BANK A FALCON TRACE CDD

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/01/19	00100	5/01/19 5130	201905 320-53800-47400	POOL MAINTENANCE-MAY19	*	600.00	
				ROBERTS POOL SERVICE AND REPAIR INC			600.00 003893
7/01/19	00022	6/18/19 338149	201907 320-53800-47400	TANK RENTAL FEE-JUL19	*	30.00	
		6/20/19 338860	201906 320-53800-47400	INST.SEAL/SLEEVE/PMP GSKT	*	1,240.00	
				SPIES POOL, LLC			1,270.00 003894
7/08/19	00027	7/01/19 503	201907 310-51300-34000	MANAGEMENT FEES JUL19	*	4,301.25	
		7/01/19 503	201907 310-51300-35100	INFORMATION TECH JUL19	*	120.83	
		7/01/19 503	201907 310-51300-31400	DISSEMINATION FEE JUL19	*	83.33	
		7/01/19 503	201907 310-51300-51000	OFFICE SUPPLIES JUL19	*	1.32	
		7/01/19 503	201907 310-51300-42000	POSTAGE JUL19	*	17.20	
		7/01/19 503	201907 310-51300-42500	COPIES JUL19	*	47.85	
		7/01/19 504	201907 320-53800-12000	FIELD MANAGEMENT JUL19	*	1,611.92	
		7/01/19 504	201907 320-53800-49100	EMBROIDERY - 16 UNIFORMS	*	300.77	
		7/01/19 504	201907 320-53800-47700	SIGN INSTALL SUPPLIES	*	10.91	
				GOVERNMENTAL MANAGEMENT SERVICES			6,495.38 003895
7/11/19	00100	7/01/19 5261	201907 320-53800-47400	POOL MAINTENANCE-JUL19	*	600.00	
				ROBERTS POOL SERVICE AND REPAIR INC			600.00 003896
7/11/19	00071	7/01/19 726377	201907 320-53800-47500	MTHLY POOL LNDSCAPE-JUL19	*	2,255.60	
				REW LANDSCAPE CORP			2,255.60 003897
7/12/19	00027	3/31/19 CF0048	201811 310-51300-49100	EMAIL HOSTING SRVC-NOV18	*	31.91	
		3/31/19 CF0048A	201812 310-51300-49100	EMAIL HOSTING SRVC-DEC18	*	31.91	
		3/31/19 CF0053	201901 310-51300-49100	EMAIL HOSTING SRVC-JAN19	*	31.91	
		3/31/19 CF0053A	201902 310-51300-49100	EMAIL HOSTING SRVC-FEB19	*	31.91	

FALC FALCON TRACE IARAUJO

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 8/14/19

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*** CHECK DATES 07/01/2019 - 07/31/2019 ***

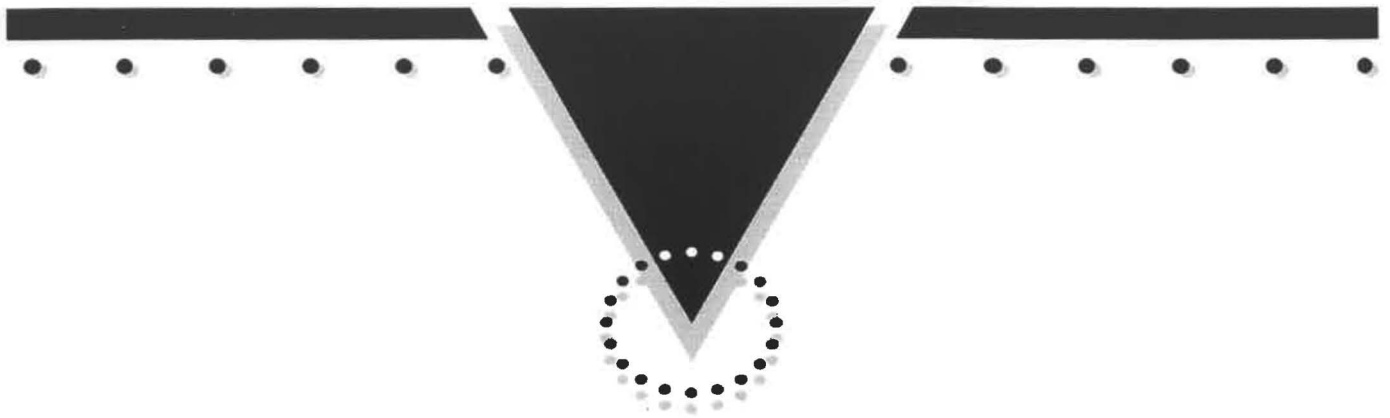
FALCON TRACE CDD -GENERAL FUND

BANK A FALCON TRACE CDD

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		3/31/19 CF0053B	201903 310-51300-49100		*	31.91	
			EMAIL HOSTING SRVC-MAR19				
				GOVERNMENTAL MANAGEMENT SERVICES			159.55 003898
7/17/19	00022	6/27/19 339001	201906 320-53800-47400		*	412.25	
			SULFR/MURIATIC ACID/BICRB				
		7/01/19 339350	201907 320-53800-47400		*	472.00	
			280-BULK BLEACH/DELIVERY				
				SPIES POOL, LLC			884.25 003899
7/17/19	00090	7/12/19 9622408	201907 300-15500-10000		*	49.95	
			PLATINUM MONITORING-AUG19				
		7/12/19 9622408	201907 300-15500-10000		*	33.95	
			SECURITY MONITORING-AUG19				
				SAFE TOUCH SECURITY SYSTEMS			83.90 003900
7/24/19	00054	7/24/19 07242019	201907 300-20700-10000		*	19,560.99	
			FY19 DEBT SERVICE SER2007				
				FALCON TRACE CDD C/O US BANK			19,560.99 003901
7/25/19	00079	7/16/19 10915	201906 320-53800-47000		*	300.00	
			MTHLY LAKE MAINT-JUN19				
				AQUATIC WEED MANAGEMENT, INC.			300.00 003902
7/25/19	00027	7/24/19 509	201907 320-53800-12200		*	7,225.74	
			POOL ATTENDANTS-JUL19				
				GOVERNMENTAL MANAGEMENT SERVICES			7,225.74 003903
7/25/19	00015	6/18/19 108641	201906 310-51300-31500		*	3,197.50	
			BDGT/FIN.STAT/MEMO/AGRMNT				
				HOPPING GREEN & SAMS			3,197.50 003904
7/25/19	00022	7/11/19 339525	201907 320-53800-47400		*	995.00	
			REBUILD 20HP MOTOR				
				SPIES POOL, LLC			995.00 003905
				TOTAL FOR BANK A		43,627.91	
				TOTAL FOR REGISTER		43,627.91	

FALC FALCON TRACE IARAUJO

SECTION 2



Falcon Trace

Community Development District

Unaudited Financial Reporting
July 31, 2019



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5-6	<u>Month to Month</u>
7	<u>Long-Term Debt</u>
8	<u>Assessment Receipt Schedule</u>

FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
July 31, 2019

<i>Assets</i>	<u>Governmental Fund</u>			<u>Totals</u>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>2019</u>
Cash - Wells Fargo	\$305,628	-----	-----	\$305,628
Cash - SunTrust	-----	-----	\$237,955	\$237,955
Prepaid Expense	\$84	-----	-----	\$84
Investments				
Custody Account	\$57,914	-----	-----	\$57,914
Series 2007				
Revenue Account	-----	\$236,645	-----	\$236,645
Redemption Account	-----	\$1	-----	\$1
Cost of Issuance	-----	-----	\$26,419	\$26,419
Total Assets	\$363,627	\$236,646	\$264,374	\$864,646
<i>Liabilities</i>				
Accounts Payable	\$4,521	-----	\$2,982	\$7,503
<i>Fund Equity</i>				
Fund Balances				
Unassigned	\$359,105	-----	-----	\$359,105
Restricted for Debt Service	-----	\$236,646	-----	\$236,646
Restricted for Capital Projects	-----	-----	\$261,392	\$261,392
Total Liabilities and Fund Equity	\$363,627	\$236,646	\$264,374	\$864,646

FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND
Statement of Revenues and Expenditures
For Period Ending July 31, 2019

	General Fund Budget	Prorated Budget Thru 07/31/19	Actual Thru 07/31/19	Variance
<u>Revenues:</u>				
Maintenance Assessments	\$355,855	\$355,855	\$362,255	\$6,400
Miscellaneous Income	\$2,000	\$1,667	\$1,675	\$8
Interest	\$0	\$0	\$144	\$144
Total Revenues	\$357,855	\$357,522	\$364,074	\$6,552
<u>Expenditures:</u>				
<u>Administrative:</u>				
Supervisors Fees	\$8,000	\$6,667	\$3,000	\$3,667
FICA Expense	\$612	\$510	\$230	\$281
Engineer	\$1,000	\$833	\$0	\$833
Dissemination	\$1,000	\$833	\$833	\$0
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Arbitrage Rebate	\$600	\$0	\$0	\$0
Attorney Fees	\$15,000	\$12,500	\$17,483	(\$4,983)
Annual Audit	\$3,200	\$3,200	\$3,200	\$0
Trustee Fees	\$4,450	\$0	\$0	\$0
Management Fees	\$51,615	\$43,013	\$43,013	(\$0)
Information Technology	\$1,450	\$1,208	\$3,183	(\$1,975)
Telephone	\$50	\$42	\$13	\$29
Postage	\$500	\$417	\$141	\$276
Printing and Binding	\$800	\$667	\$240	\$427
Insurance	\$11,800	\$11,800	\$10,654	\$1,146
Legal Advertising	\$2,500	\$2,083	\$671	\$1,412
Contingency	\$1,200	\$1,000	\$797	\$203
Property Appraiser	\$1,000	\$1,000	\$902	\$98
Office Supplies	\$500	\$417	\$57	\$359
Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$110,452	\$91,364	\$89,592	\$1,772
<u>Maintenance:</u>				
Field Management	\$19,343	\$16,120	\$16,119	(\$0)
Property Insurance	\$6,870	\$6,870	\$6,245	\$625
Pool Staff Payroll	\$76,000	\$63,333	\$52,872	\$10,462
Security	\$1,500	\$1,250	\$840	\$410
Telephone Expense	\$2,200	\$1,833	\$1,677	\$156
Electric	\$18,900	\$15,750	\$14,341	\$1,409
Irrigation/Water	\$13,500	\$11,250	\$4,507	\$6,743
Lake Maintenance	\$8,600	\$7,167	\$5,000	\$2,167
Pest Control	\$650	\$542	\$0	\$542
Pool Maintenance	\$27,020	\$22,517	\$24,170	(\$1,653)
Grounds Maintenance	\$33,000	\$27,500	\$24,273	\$3,227
General Facility Maintenance	\$10,000	\$8,333	\$6,843	\$1,491
Refuse Service	\$4,800	\$4,000	\$4,100	(\$100)
Field Contingency	\$5,000	\$4,167	\$896	\$3,271
Transfer Out	\$20,019	\$0	\$0	\$0
Total Maintenance	\$247,403	\$190,631	\$161,882	\$28,750
Total Expenditures	\$357,855	\$281,996	\$251,474	\$30,522
Excess Revenues (Expenditures)	(\$0)	-----	\$112,600	-----
Fund Balance - Beginning	\$0	-----	\$246,505	-----
Fund Balance - Ending	(\$0)	-----	\$359,105	-----

FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE 2007

Statement of Revenues & Expenditures
For Period Ending July 31, 2019

	Adopted Budget	Prorated Budget Thru 07/31/19	Actual Thru 07/31/19	Variance
<u>Revenues:</u>				
Assessments - On Roll	\$413,660	\$413,660	\$420,631	\$6,971
Interest	\$300	\$250	\$873	\$623
Total Revenues	\$413,960	\$413,910	\$421,504	\$7,594
<u>Expenditures:</u>				
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	\$385,000	\$385,000	\$0
Interest Expense 05/01	\$17,663	\$17,663	\$17,550	\$113
Total Expenditures	\$420,325	\$420,325	\$425,213	(\$4,888)
<u>Other Sources (Uses)</u>				
Transfer In (Out)	\$0	\$0	\$66	\$66
Excess Revenues (Expenditures)	(\$6,365)	-----	(\$3,643)	-----
Fund Balance - Beginning	\$239,924	-----	\$240,289	-----
Fund Balance - Ending	\$233,559	-----	\$236,646	-----

FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND
Statement of Revenues & Expenditures
For Period Ending July 31, 2019

	Adopted Budget	Prorated Thru 07/31/19	Actual Thru 07/31/19	Variance
<u>Revenues:</u>				
Transfer In	\$20,019	\$0	\$0	\$0
Interest	\$150	\$125	\$165	\$40
Total Revenues	\$20,169	\$125	\$165	\$40
<u>Expenditures:</u>				
Pool Furniture	\$10,000	\$8,333	\$2,982	\$5,351
Building Renovations	\$25,000	\$20,833	\$0	\$20,833
Total Expenditures	\$35,000	\$29,167	\$2,982	\$26,185
<u>Other Sources (Uses)</u>				
Transfer In (Out)	\$0	\$0	(\$66)	(\$66)
Total Other	\$0	\$0	(\$66)	(\$66)
Excess Revenues (Expenditures)	(\$14,831)		(\$2,883)	
Fund Balance - Beginning	\$234,197		\$264,275	
Fund Balance - Ending	\$219,366		\$261,392	

**FALCON TRACE
COMM UNITYDEVELOPMENT DISTRICT**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues:													
Maintenance Assessments	\$0	\$5,674	\$280,788	\$17,760	\$17,121	\$19,591	\$4,476	\$9,286	\$2,364	\$5,197	\$0	\$0	\$362,255
Miscellaneous Income	\$300	\$0	\$125	\$0	\$125	\$50	\$180	\$405	\$275	\$215	\$0	\$0	\$1,675
Interest	\$14	\$15	\$14	\$15	\$15	\$13	\$15	\$14	\$15	\$14	\$0	\$0	\$144
Total Revenues	\$314	\$5,689	\$280,927	\$17,775	\$17,261	\$19,654	\$4,670	\$9,705	\$2,653	\$5,426	\$0	\$0	\$364,074
Expenditures:													
Administrative													
Supervisors Fees	\$0	\$0	\$0	\$800	\$200	\$1,000	\$0	\$1,000	\$0	\$0	\$0	\$0	\$3,000
FICA Expense	\$0	\$0	\$0	\$61	\$15	\$77	\$0	\$77	\$0	\$0	\$0	\$0	\$230
Engineer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination Agreement	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$833
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	\$2,291	\$4,184	\$3,198	\$0	\$0	\$0	\$17,483
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	\$4,301	\$4,301	\$4,301	\$0	\$0	\$43,013
Information Technology	\$121	\$121	\$121	\$121	\$121	\$121	\$2,096	\$121	\$121	\$121	\$0	\$0	\$3,183
Telephone	\$0	\$13	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13
Postage	\$7	\$12	\$4	\$12	\$37	\$7	\$13	\$23	\$9	\$17	\$0	\$0	\$141
Printing and Binding	\$0	\$0	\$0	\$0	\$38	\$2	\$72	\$2	\$79	\$48	\$0	\$0	\$240
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	\$279	\$0	\$0	\$0	\$0	\$671
Contingency	\$104	\$129	\$63	\$73	\$64	\$80	\$67	\$75	\$87	\$56	\$0	\$0	\$797
Property Appraiser	\$902	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$902
Office Supplies	\$0	\$0	\$0	\$0	\$18	\$0	\$18	\$1	\$18	\$1	\$0	\$0	\$57
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$21,532	\$5,302	\$5,073	\$8,084	\$7,847	\$10,144	\$8,941	\$10,145	\$7,896	\$4,628	\$0	\$0	\$89,592

**FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<u>Maintenance</u>													
Field Management	\$1,612	\$1,612	\$1,612	\$1,612	\$1,612	\$1,612	\$1,612	\$1,612	\$1,612	\$1,612	\$0	\$0	\$16,119
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	\$5,882	\$9,189	\$8,971	\$7,526	\$0	\$0	\$52,872
Security	\$86	\$84	\$84	\$84	\$84	\$84	\$82	\$84	\$84	\$84	\$0	\$0	\$840
Telephone Expense	\$161	\$161	\$162	\$162	\$162	\$162	\$177	\$177	\$177	\$177	\$0	\$0	\$1,677
Electric	\$1,569	\$1,441	\$1,359	\$1,340	\$1,346	\$1,299	\$1,427	\$1,465	\$1,638	\$1,455	\$0	\$0	\$14,341
Irrigation/Water	\$500	\$354	\$322	\$265	\$401	\$416	\$541	\$504	\$563	\$640	\$0	\$0	\$4,507
Lake Maintenance	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$2,300	\$0	\$0	\$5,000
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	\$2,004	\$2,280	\$3,062	\$3,949	\$0	\$0	\$24,170
Grounds Maintenance	\$2,256	\$2,256	\$2,256	\$2,774	\$2,256	\$2,840	\$2,256	\$2,256	\$2,871	\$2,256	\$0	\$0	\$24,273
General Facility Maintenance	\$1,081	\$297	\$0	\$1,115	\$342	\$251	\$1,376	\$350	\$2,004	\$27	\$0	\$0	\$6,843
Refuse Service	\$397	\$400	\$400	\$417	\$413	\$409	\$412	\$413	\$414	\$425	\$0	\$0	\$4,100
Field Contingency	\$0	\$0	\$0	\$250	\$0	\$0	\$0	\$0	\$126	\$520	\$0	\$0	\$896
Transfer Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$22,750	\$12,750	\$9,606	\$12,163	\$12,466	\$14,656	\$16,069	\$18,630	\$21,821	\$20,970	\$0	\$0	\$161,882
Total Expenditures	\$44,282	\$18,052	\$14,679	\$20,247	\$20,313	\$24,801	\$25,011	\$28,775	\$29,717	\$25,598	\$0	\$0	\$251,474
Excess Revenues (Expenditures)	(\$43,968)	(\$12,363)	\$266,248	(\$2,473)	(\$3,052)	(\$5,147)	(\$20,340)	(\$19,070)	(\$27,064)	(\$20,172)	\$0	\$0	\$112,600

**FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT
LONG TERM DEBT REPORT**

SERIES 2007, SPECIAL ASSESSMENT REFUNDING BONDS		
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)
LESS: PRINCIPAL PAYMENT 5/1/19		(\$385,000)
CURRENT BONDS OUTSTANDING		\$395,000

**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		
							2007								
Date Received	Dist.#	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	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						
5/9/19	11	\$ 20,068.25	\$ -	\$ -	\$ -	\$ 20,068.25	\$ 9,285.92	\$ 10,782.33	\$ 20,068.25						
6/13/19	12	\$ 4,862.68	\$ -	\$ -	\$ 245.27	\$ 5,107.95	\$ 2,363.54	\$ 2,744.41	\$ 5,107.95						
7/11/19	13	\$ 11,231.04	\$ -	\$ -	\$ -	\$ 11,231.04	\$ 5,196.79	\$ 6,034.25	\$ 11,231.04						
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Totals		\$ 811,968.91	\$ 30,265.66	\$ 698.51	\$ 1,880.92	\$ 782,885.66	\$ 362,254.56	\$ 420,631.10	\$ 782,885.66						

SECTION 3

**NOTICE OF MEETING DATES
FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the *Falcon Trace Community Development District* will hold their regularly scheduled public meetings for **Fiscal Year 2020** at **6:00 pm at the Big Hawk Lake Recreation Center, 13600 Hawk Lake Drive, Orlando, Florida 32837** on the third Wednesday of the month as follows:

October 16, 2019

January 15, 2020

March 18, 2020

May 20, 2020

July 15, 2020

August 19, 2020

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the meeting agenda may be obtained from the District Manager at 135 W. Central Blvd., Suite 320, Orlando, FL 32801.

The meeting may be continued to a date, time, and place as evidenced by motion of the majority of Board Members participating. There may be occasions when one or more Supervisors will participate by telephone.

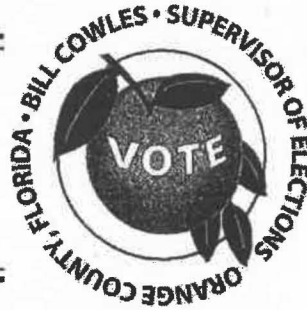
Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

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

Jill Burns
District Manager
Governmental Management Services - Central Florida, LLC

SECTION 4

BILL COWLES
Supervisor of Elections
Orange County, Florida



OUR MISSION IS TO:
*Ensure the integrity of the electoral process.
Enhance public confidence.
Encourage citizen participation.*

April 15, 2019

Lauren Vanderveer, Administrative Assistant
Falcon Trace Community Development District
135 W Central Blvd, Suite 320
Orlando FL 32801

Dear Ms. Vanderveer:

Per the requirements of Chapter 190.006, Florida Statutes, the Orange County Supervisor of Elections Office Mapping Department has determined the number of registered voters in the Development District as of **April 15, 2019**. Our research is based on the legal description provided to us by the District office on **April 18, 2017**.

As of **April 15, 2019**, there are **1,895 registered voters** in the
Falcon Trace Community Development District.

Attached is a map and list of streets currently in the Development District according to our records. If you have any questions or corrections, please contact the Mapping Department at 407-254-6584.

Sincerely,

Bill Cowles
Supervisor of Elections

bc/ajs

SECTION 5

**FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT
\$4,085,000
SPECIAL ASSESSMENT REFUNDING BONDS
SERIES 2007
ARBITRAGE REBATE REQUIREMENT
JUNE 30, 2019**



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

July 31, 2019

Falcon Trace Community Development District
Orange County, Florida

Re: \$4,085,000 Falcon Trace Community Development District
(Orange County, Florida)
Special Assessment Refunding Bonds, Series 2007 (the "Bonds")

Falcon Trace Community Development District has requested that we prepare certain computations related to the above-described Bonds for the year ended June 30, 2019 ("Computation Period"). The engagement consisted of the preparation of computations to be used to assist in the determination of the amount, if any, of the Rebate Requirement for the Bonds for the Computation Period as described in Section 148(f) of the Internal Revenue Code of 1986, as amended ("Code"). You have the ultimate responsibility for your compliance with arbitrage rebate laws; therefore, you should review the calculations carefully.

In order to prepare these computations, we were provided with the following information: various trust statements and the Official Statement for the Bonds. We did not verify or otherwise audit the accuracy of information provided to us by you or the Trustee, and accordingly, we express no opinion on such information. The attached schedules are based upon the aforementioned information provided to us. A brief description of the attached schedules is attached.

The results of our computations based on the information provided to us indicate a negative Rebate Requirement of (\$17,170) for June 30, 2019. Consequently, our results indicate no amount must be on deposit in the Rebate Fund.

The Rebate Requirement has been determined as described in the Code and the Arbitrage Rebate Regulations. We have no obligation to update this report because of events occurring, or information coming to our attention, subsequent to the date of this report. It is understood that these calculations are solely for the information of, and assistance to, the addressee for the purpose of complying with the Code and the Arbitrage Rebate Regulations. Our report is not to be used for any other purpose.

Grau & Associates

Grau & Associates

DESCRIPTION OF ATTACHED SCHEDULES

Summary of Rebate Calculations - Provides a summary of the rebate calculations.

Purpose Expenditures Future Value Report - Verifies the rebate calculation. The report future values the purpose expenditures by the arbitrage yield limit to the computation date (June 30, 2019).

Arbitrage Yield Limit (AYL) Verification Report - Verifies the calculation of the arbitrage yield limit and the arbitrage gross proceeds. Discounts the debt service schedule by the arbitrage yield limit.

True Interest Cost (TIC) Verification Report - Verifies the calculation of the true interest cost and the gross proceeds. Discounts the debt service schedule by the true interest cost.

Unspent Proceeds Report - Verifies the amount of unspent proceeds. Lists purpose expenditures in chronological order.

Internal Rate of Return (IRR) Report Via Purpose Expenditures - Verifies the internal rate of return for the investment portfolio. This report presents values the purpose expenditures by the internal rate of return to the delivery date.

Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007
Summary of Rebate Calculations
\$ 4,085,000.00

Dated: 07/01/2007
Delivered: 07/20/2007

<i>Anniversary Date</i>	11/01/2007
<i>Future-Value Date</i>	06/30/2019
<i>Arbitrage Yield Limit</i>	4.7365179
<i>Total of Purpose Expenditures</i>	\$4,028,459.32
<i>Internal Rate of Return</i>	0.8355360
<i>90% of rebate liability</i>	-\$15,452.83
<i>Full rebate liability</i>	-\$17,169.82

Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007
Purpose Expenditures Future Value Report

Dated: 07/01/2007
Delivered: 07/20/2007
Future Valued To: 06/30/2019

\$ 4,085,000.00

<i>Transaction Date</i>	<i>Group ID</i>	<i>Fund ID</i>	<i>Description</i>	<i>Future Value Periods</i>	<i>Calculation Amt (Int. Earnings)</i>	<i>Pool %</i>	<i>FV Factor</i>	<i>FV Amount</i>
7/20/2007	-1	COI	Beg. Arbitrage Gross Proceeds	23.8888889	-4,052,150.33	100.0000000	1.7491946	-7,087,999.47
7/20/2007	0	COI	COI	23.8888889	105,118.00	100.0000000	1.7491946	183,871.84
7/20/2007	0		Transferred proceeds	23.8888889	-621,042.22	100.0000000	1.7491946	-1,086,323.70
7/20/2007	0		Underwriter's discount and oth	23.8888889	110,635.27	100.0000000	1.7491946	193,522.62
7/20/2007	0		Pmt to Escrow agent	23.8888889	4,351,338.27	100.0000000	1.7491946	7,611,337.40
7/30/2007	0	COI	COI	23.8333333	8,065.00	100.0000000	1.7469215	14,088.92
8/1/2007	0	COI	COI	23.8277778	1,000.00	100.0000000	1.7466943	1,746.69
8/23/2007	0	COI	COI	23.7055556	5,250.00	100.0000000	1.7417045	9,143.95
8/30/2007	0	COI	COI	23.6666667	4,790.00	100.0000000	1.7401199	8,335.17
10/5/2007	0	Interest	Interest	23.4722222	609.00	100.0000000	1.7322181	1,054.92
10/5/2007	0	COI	COI	23.4722222	367.00	100.0000000	1.7322181	635.72
11/2/2007	0	Interest	Interest	23.3222222	247.00	100.0000000	1.7261470	426.36
11/2/2007	0	COI	COI	23.3222222	122.00	100.0000000	1.7261470	210.59
11/20/2007	0	Interest	Interest	23.2222222	58,265.00	100.0000000	1.7221114	100,338.82
12/4/2007	0	COI	COI	23.1444444	113.00	100.0000000	1.7189792	194.24
1/3/2008	0	COI	COI	22.9833333	117.00	100.0000000	1.7125090	200.36
1/29/2008	0	COI	COI	22.8388889	718.00	100.0000000	1.7067289	1,225.43
2/4/2008	0	COI	COI	22.8111111	109.00	100.0000000	1.7056196	185.91
2/13/2008	0	COI	COI	22.7611111	1,595.00	100.0000000	1.7036246	2,717.28
3/4/2008	0	COI	COI	22.6444444	79.00	100.0000000	1.6989788	134.22
4/2/2008	0	COI	COI	22.4888889	73.00	100.0000000	1.6928040	123.57
5/2/2008	0	COI	COI	22.3222222	62.00	100.0000000	1.6862131	104.55
5/7/2008	0	Interest	Interest	22.2944444	-87,397.00	100.0000000	1.6851171	-147,274.18
5/12/2008	0	Interest	Interest	22.2666667	87,397.00	100.0000000	1.6840219	147,178.46
6/3/2008	0	COI	COI	22.1500000	61.00	100.0000000	1.6794295	102.45
7/2/2008	0	COI	COI	21.9888889	55.00	100.0000000	1.6731082	92.02
8/4/2008	0	COI	COI	21.8111111	56.00	100.0000000	1.6661606	93.30
9/3/2008	0	COI	COI	21.6500000	56.00	100.0000000	1.6598893	92.95
10/2/2008	0	COI	COI	21.4888889	54.00	100.0000000	1.6536415	89.30
11/3/2008	0	Interest	Interest	21.3166667	-82,597.00	100.0000000	1.6469889	-136,036.34
11/3/2008	0	Interest	Interest	21.3166667	82,597.00	100.0000000	1.6469889	136,036.34
11/4/2008	0	COI	COI	21.3111111	56.00	100.0000000	1.6467748	92.22
12/2/2008	0	COI	COI	21.1555556	51.00	100.0000000	1.6407897	83.68
1/5/2009	0	COI	COI	20.9722222	41.00	100.0000000	1.6337639	66.98
2/3/2009	0	COI	COI	20.8166667	29.00	100.0000000	1.6278261	47.21
3/3/2009	0	COI	COI	20.6500000	18.00	100.0000000	1.6214882	29.19
4/2/2009	0	COI	COI	20.4888889	15.00	100.0000000	1.6153850	24.23
5/1/2009	0	Interest	Interest	20.3277778	82,597.00	100.0000000	1.6093048	132,923.75
5/1/2009	0	Interest	Interest	20.3277778	-82,597.00	100.0000000	1.6093048	-132,923.75
5/4/2009	0	COI	COI	20.3111111	13.00	100.0000000	1.6086771	20.91
6/2/2009	0	COI	COI	20.1555556	12.00	100.0000000	1.6028305	19.23
7/2/2009	0	COI	COI	19.9888889	10.00	100.0000000	1.5965900	15.97
8/4/2009	0	COI	COI	19.8111111	8.00	100.0000000	1.5899601	12.72
9/2/2009	0	COI	COI	19.6555556	5.00	100.0000000	1.5841816	7.92
10/2/2009	0	COI	COI	19.4888889	4.00	100.0000000	1.5780136	6.31

Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007

Purpose Expenditures Future Value Report

\$ 4,085,000.00

Dated: 07/01/2007

Delivered: 07/20/2007

Future Valued To: 06/30/2019

<i>Transaction Date</i>	<i>Group ID</i>	<i>Fund ID</i>	<i>Description</i>	<i>Future Value Periods</i>	<i>Calculation Amt (Int. Earnings)</i>	<i>Pool %</i>	<i>FV Factor</i>	<i>FV Amount</i>
11/2/2009	0		Interest	19.3222222	-77,597.00	100.0000000	1.5718696	-121,972.37
11/2/2009	0		Interest	19.3222222	77,597.00	100.0000000	1.5718696	121,972.37
11/3/2009	0		COI	19.3166667	4.00	100.0000000	1.5716652	6.29
12/2/2009	0		COI	19.1555556	3.00	100.0000000	1.5657495	4.70
1/5/2010	0		COI	18.9722222	2.00	100.0000000	1.5590450	3.12
2/2/2010	0		COI	18.8222222	1.00	100.0000000	1.5535808	1.55
3/2/2010	0		COI	18.6555556	1.00	100.0000000	1.5475320	1.55
4/2/2010	0		COI	18.4888889	1.00	100.0000000	1.5415067	1.54
5/3/2010	0		Interest	18.3166667	77,597.00	100.0000000	1.5353052	119,135.08
5/3/2010	0		Interest	18.3166667	-77,597.00	100.0000000	1.5353052	-119,135.08
5/4/2010	0		COI	18.3111111	1.00	100.0000000	1.5351056	1.54
6/2/2010	0		COI	18.1555556	2.00	100.0000000	1.5295264	3.06
7/2/2010	0		COI	17.9888889	2.00	100.0000000	1.5235712	3.05
8/3/2010	0		COI	17.8166667	3.00	100.0000000	1.5174419	4.55
9/2/2010	0		COI	17.6555556	4.00	100.0000000	1.5117303	6.05
10/4/2010	0		COI	17.4777778	3.00	100.0000000	1.5054528	4.52
11/1/2010	0		Interest	17.3277778	-72,397.00	100.0000000	1.5001765	-108,608.28
11/1/2010	0		Interest	17.3277778	72,397.00	100.0000000	1.5001765	108,608.28
11/2/2010	0		COI	17.3222222	2.00	100.0000000	1.4999814	3.00
12/2/2010	0		COI	17.1555556	2.00	100.0000000	1.4941413	2.99
1/4/2011	0		COI	16.9777778	2.00	100.0000000	1.4879368	2.98
2/2/2011	0		COI	16.8222222	2.00	100.0000000	1.4825291	2.97
3/2/2011	0		COI	16.6555556	1.00	100.0000000	1.4767569	1.48
4/4/2011	0		COI	16.4777778	1.00	100.0000000	1.4706246	1.47
5/2/2011	0		Interest	16.3222222	-72,397.00	100.0000000	1.4652798	-106,081.86
5/2/2011	0		Interest	16.3222222	72,397.00	100.0000000	1.4652798	106,081.86
5/3/2011	0		COI	16.3166667	1.00	100.0000000	1.4650893	1.47
6/2/2011	0		COI	16.1555556	1.00	100.0000000	1.4595748	1.46
7/5/2011	0		COI	15.9722222	1.00	100.0000000	1.4533249	1.45
8/2/2011	0		COI	15.8222222	1.00	100.0000000	1.4482312	1.45
9/2/2011	0		COI	15.6555556	1.00	100.0000000	1.4425925	1.44
10/4/2011	0		COI	15.4777778	1.00	100.0000000	1.4366022	1.44
11/1/2011	0		Interest	15.3277778	-66,725.00	100.0000000	1.4315671	-95,521.32
11/1/2011	0		Interest	15.3277778	66,725.00	100.0000000	1.4315671	95,521.32
11/2/2011	0		COI	15.3222222	1.00	100.0000000	1.4313810	1.43
12/2/2011	0		COI	15.1555556	1.00	100.0000000	1.4258079	1.43
1/4/2012	0		COI	14.9777778	1.00	100.0000000	1.4198872	1.42
2/2/2012	0		COI	14.8222222	1.00	100.0000000	1.4147268	1.41
3/2/2012	0		COI	14.6555556	1.00	100.0000000	1.4092186	1.41
4/3/2012	0		COI	14.4833333	2.00	100.0000000	1.4035493	2.81
5/1/2012	0		Interest	14.3277778	-66,725.00	100.0000000	1.3984483	-93,311.46
5/1/2012	0		Interest	14.3277778	66,725.00	100.0000000	1.3984483	93,311.46
5/2/2012	0		COI	14.3222222	2.00	100.0000000	1.3982664	2.80
6/4/2012	0		COI	14.1444444	2.00	100.0000000	1.3924601	2.78
7/3/2012	0		COI	13.9833333	2.00	100.0000000	1.3872190	2.77

Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007
Purpose Expenditures Future Value Report

Dated: 07/01/2007
Delivered: 07/20/2007
Future Valued To: 06/30/2019

\$ 4,085,000.00

<i>Transaction Date</i>	<i>Group ID</i>	<i>Fund ID</i>	<i>Description</i>	<i>Future Value Periods</i>	<i>Calculation Amt (Int. Earnings)</i>	<i>Pool %</i>	<i>FV Factor</i>	<i>FV Amount</i>
8/2/2012	0		COI	13.8222222	2.00	100.0000000	1.3819975	2.76
9/5/2012	0		COI	13.6388889	1.00	100.0000000	1.3760798	1.38
10/2/2012	0		COI	13.4888889	1.00	100.0000000	1.3712569	1.37
11/2/2012	0		COI	13.3222222	2.00	100.0000000	1.3659179	2.73
12/4/2012	0		COI	13.1444444	1.00	100.0000000	1.3602460	1.36
1/3/2013	0		COI	12.9833333	1.00	100.0000000	1.3551261	1.36
6/3/2014	0		COI	10.1500000	3.00	100.0000000	1.2681714	3.80
6/2/2015	2015		COI	8.1555556	4.00	100.0000000	1.2103300	4.84
7/15/2015	2016		COI	7.9166667	1.00	100.0000000	1.2035813	1.20
8/4/2015	2016		COI	7.8111111	1.00	100.0000000	1.2006113	1.20
9/2/2015	2016		COI	7.6555556	1.00	100.0000000	1.1962478	1.20
10/2/2015	2016		COI	7.4888889	1.00	100.0000000	1.1915902	1.19
11/3/2015	2016		COI	7.3166667	1.00	100.0000000	1.1867964	1.19
12/2/2015	2016		COI	7.1555556	1.00	100.0000000	1.1823294	1.18
1/5/2016	2016		COI	6.9722222	3.00	100.0000000	1.1772667	3.53
2/2/2016	2016		COI	6.8222222	5.00	100.0000000	1.1731406	5.87
3/2/2016	2016		COI	6.6555556	6.00	100.0000000	1.1685730	7.01
4/2/2016	2016		COI	6.4888889	7.00	100.0000000	1.1640231	8.15
5/3/2016	2016		COI	6.3166667	7.00	100.0000000	1.1593403	8.12
6/2/2016	2016		COI	6.1555556	7.00	100.0000000	1.1549766	8.08
7/5/2016	2017		COI	5.9722222	6.00	100.0000000	1.1500310	6.90
8/2/2016	2017		COI	5.8222222	5.00	100.0000000	1.1460003	5.73
9/2/2016	2017		COI	5.6555556	5.00	100.0000000	1.1415384	5.71
10/4/2016	2017		COI	5.4777778	2.00	100.0000000	1.1367981	2.27
11/2/2016	2017		COI	5.3222222	2.00	100.0000000	1.1326666	2.27
12/2/2016	2017		COI	5.1555556	2.00	100.0000000	1.1282565	2.26
1/4/2017	2017		COI	4.9777778	2.00	100.0000000	1.1235714	2.25
2/2/2017	2017		COI	4.8222222	3.00	100.0000000	1.1194879	3.36
3/2/2017	2017		COI	4.6555556	3.00	100.0000000	1.1151292	3.35
4/4/2017	2017		COI	4.4777778	3.00	100.0000000	1.1104986	3.33
5/2/2017	2017		COI	4.3222222	4.00	100.0000000	1.1064627	4.43
6/2/2017	2017		COI	4.1555556	4.00	100.0000000	1.1021547	4.41
7/5/2017	2018		COI	3.9722222	4.00	100.0000000	1.0974352	4.39
8/2/2017	2018		COI	3.8222222	4.00	100.0000000	1.0935889	4.37
9/5/2017	2018		COI	3.6388889	4.00	100.0000000	1.0889062	4.36
10/3/2017	2018		COI	3.4833333	4.00	100.0000000	1.0849487	4.34
11/2/2017	2018		COI	3.3222222	4.00	100.0000000	1.0808650	4.32
12/4/2017	2018		COI	3.1444444	4.00	100.0000000	1.0763767	4.31
1/3/2018	2018		COI	2.9833333	4.00	100.0000000	1.0723252	4.29
2/2/2018	2018		COI	2.8222222	4.00	100.0000000	1.0682891	4.27
3/2/2018	2018		COI	2.6555556	4.00	100.0000000	1.0641297	4.26
4/3/2018	2018		COI	2.4833333	4.00	100.0000000	1.0598487	4.24
5/2/2018	2018		COI	2.3222222	5.00	100.0000000	1.0558595	5.28
6/4/2018	2018		COI	2.1444444	6.00	100.0000000	1.0514750	6.31
7/1/2018	2019		COI	1.9944444	5.00	100.0000000	1.0477898	5.24

Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007
Purpose Expenditures Future Value Report
\$ 4,085,000.00

Dated: 07/01/2007
Delivered: 07/20/2007
Future Valued To: 06/30/2019

Transaction Date	Group ID	Fund ID	Description	Future Value Periods	Calculation Amt (Int. Earnings)	Pool %	FV Factor	FV Amount
8/1/2018	2019		COI	1.8277778	7.00	100.0000000	1.0437102	7.31
9/1/2018	2019		COI	1.6611111	7.00	100.0000000	1.0396466	7.28
10/1/2018	2019		COI	1.4944444	7.00	100.0000000	1.0355987	7.25
11/1/2018	2019		COI	1.3277778	7.00	100.0000000	1.0315666	7.22
12/1/2018	2019		COI	1.1611111	7.00	100.0000000	1.0275502	7.19
1/1/2019	2019		COI	0.9944444	7.00	100.0000000	1.0235495	7.16
2/1/2019	2019		COI	0.8277778	7.00	100.0000000	1.0195643	7.14
3/1/2019	2019		COI	0.6611111	6.00	100.0000000	1.0155946	6.09
4/1/2019	2019		COI	0.4944444	7.00	100.0000000	1.0116404	7.08
5/1/2019	2019		COI	0.3277778	7.00	100.0000000	1.0077016	7.05
6/1/2019	2019		COI	0.1611111	7.00	100.0000000	1.0037782	7.03
6/30/2019	-1		Unspent Proceeds as of 06/30/2019	0.0000000	26,419.00	100.0000000	1.0000000	26,419.00
						2,727.99		-17,169.82

Arbitrage Yield Limit (AYL)	4.7365179
Internal Rate of Return (IRR)	0.8355360
Future Valued To.....	6/30/2019

Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007

Dated: 07/01/2007

Delivered: 07/20/2007

A.Y.L. Verification Report

MSRB 30/360 SEMI 4/3

4,085,000.00

<i>Period</i>	<i>Coupon Date</i>	<i>Principal Payment</i>	<i>Coupon Rate</i>	<i>Interest Payment</i>	<i>Cred. Enh./ Sinking Fund Adj</i>	<i>Periodic Debt Service</i>	<i>Present Value Factor</i>	<i>Discounted Debt Service</i>
1	11/01/2007			58,264.60	-	58,264.60	0.9869522	57,504.38
2	05/01/2008	240,000.00	4.000	87,396.87	-	327,396.87	0.9641194	315,649.67
3	11/01/2008			82,596.87	-	82,596.87	0.9418148	77,790.95
4	05/01/2009	250,000.00	4.000	82,596.87	-	332,596.87	0.9200262	305,997.82
5	11/01/2009			77,596.87	-	77,596.87	0.8987416	69,739.54
6	05/01/2010	260,000.00	4.000	77,596.87	-	337,596.87	0.8779495	296,393.01
7	11/01/2010			72,396.87	-	72,396.87	0.8576384	62,090.34
8	05/01/2011	275,000.00	4.125	72,396.87	-	347,396.87	0.8377972	291,048.13
9	11/01/2011			66,724.99	-	66,724.99	0.8184150	54,608.73
10	05/01/2012	285,000.00	4.125	66,724.99	-	351,724.99	0.7994812	281,197.53
11	11/01/2012			60,846.87	-	60,846.87	0.7809855	47,520.52
12	05/01/2013	295,000.00	4.250	60,846.87	-	355,846.87	0.7629176	271,481.84
13	11/01/2013			54,578.12	-	54,578.12	0.7452677	40,675.31
14	05/01/2014	310,000.00	4.250	54,578.12	-	364,578.12	0.7280262	265,422.42
15	11/01/2014			47,990.62	-	47,990.62	0.7111835	34,130.14
16	05/01/2015	325,000.00	4.250	47,990.62	-	372,990.62	0.6947305	259,127.96
17	11/01/2015			41,084.37	-	41,084.37	0.6786581	27,882.24
18	05/01/2016	335,000.00	4.375	41,084.37	-	376,084.37	0.6629576	249,327.98
19	11/01/2016			33,756.25	-	33,756.25	0.6476203	21,861.23
20	05/01/2017	350,000.00	4.375	33,756.25	-	383,756.25	0.6326378	242,778.69
21	11/01/2017			26,100.00	-	26,100.00	0.6180019	16,129.85
22	05/01/2018	370,000.00	4.500	26,100.00	-	396,100.00	0.6037046	239,127.38
23	11/01/2018			17,775.00	-	17,775.00	0.5897381	10,482.59
24	05/01/2019	385,000.00	4.500	17,775.00	-	402,775.00	0.5760946	232,036.52
25	11/01/2019			9,112.50	-	9,112.50	0.5627669	5,128.21
26	05/01/2020	405,000.00	4.500	9,112.50	-	414,112.50	0.5497474	227,657.28
		4,085,000.00		1,326,780.13	0.00	5,411,780.13		4,002,790.28

<i>True Interest Cost (TIC)</i>	4.7864550
<i>Net Interest Cost (NIC)</i>	4.7083762
<i>Arbitrage Yield Limit (AYL)</i>	4.7365179
<i>Arbitrage Net Interest Cost (ANIC)</i>	4.7364961

<i>Face value of bond Issue</i>	\$4,085,000.00
<i>Accrued interest (+)</i>	\$9,225.24
<i>Original issue premium/discount (+)</i>	(\$42,074.90)
<i>Bond surety fee (-)</i>	\$49,360.00
<i>Lump-sum credit enhancements (-)</i>	\$0.00
<i>Other AYL costs (-)</i>	
<i>= AYL Target</i>	\$4,002,790.34

Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007
T.I.C. Verification Report (Regular)

1
MSRB 30/360 SEMI 4/3

Dated: 7/1/2007

Delivered: 7/20/2007

4,085,000.00

Period	Coupon Date	Principal Payment	Coupon Rate	Interest Payment	Credit Enhancements	Periodic Debt Service	Present Value Factor	Discounted Debt Service
1	11/1/2007			58,264.60	-	58,264.60	0.9868172	57,496.51
2	5/1/2008	240,000.00	4.000	87,396.87	-	327,396.87	0.9637524	315,529.51
3	11/1/2008			82,596.87	-	82,596.87	0.9412267	77,742.38
4	5/1/2009	250,000.00	4.000	82,596.87	-	332,596.87	0.9192275	305,732.18
5	11/1/2009			77,596.87	-	77,596.87	0.8977425	69,662.01
6	5/1/2010	260,000.00	4.000	77,596.87	-	337,596.87	0.8767596	295,991.30
7	11/1/2010			72,396.87	-	72,396.87	0.8562672	61,991.06
8	5/1/2011	275,000.00	4.125	72,396.87	-	347,396.87	0.8362537	290,511.93
9	11/1/2011			66,724.99	-	66,724.99	0.8167081	54,494.84
10	5/1/2012	285,000.00	4.125	66,724.99	-	351,724.99	0.7976192	280,542.61
11	11/1/2012			60,846.87	-	60,846.87	0.7789765	47,398.28
12	5/1/2013	295,000.00	4.250	60,846.87	-	355,846.87	0.7607696	270,717.47
13	11/1/2013			54,578.12	-	54,578.12	0.7429882	40,550.89
14	5/1/2014	310,000.00	4.250	54,578.12	-	364,578.12	0.7256224	264,546.05
15	11/1/2014			47,990.62	-	47,990.62	0.7086625	34,009.15
16	5/1/2015	325,000.00	4.250	47,990.62	-	372,990.62	0.6920990	258,146.43
17	11/1/2015			41,084.37	-	41,084.37	0.6759226	27,769.85
18	5/1/2016	335,000.00	4.375	41,084.37	-	376,084.37	0.6601243	248,262.45
19	11/1/2016			33,756.25	-	33,756.25	0.6446953	21,762.50
20	5/1/2017	350,000.00	4.375	33,756.25	-	383,756.25	0.6296269	241,623.26
21	11/1/2017			26,100.00	-	26,100.00	0.6149107	16,049.17
22	5/1/2018	370,000.00	4.500	26,100.00	-	396,100.00	0.6005384	237,873.28
23	11/1/2018			17,775.00	-	17,775.00	0.5865021	10,425.08
24	5/1/2019	385,000.00	4.500	17,775.00	-	402,775.00	0.5727939	230,707.04
25	11/1/2019			9,112.50	-	9,112.50	0.5594060	5,097.59
26	5/1/2020	405,000.00	4.500	9,112.50	-	414,112.50	0.5463311	226,242.52
		4,085,000.00		1,326,780.13	0.00	5,411,780.13		3,990,875.33

True Interest Cost (TIC)	4.7864550
Net Interest Cost (NIC)	4.7083762
Arbitrage Yield Limit (AYL)	4.7365179
Arbitrage Net Interest Cost (ANIC)	4.7364961

Face value of bond Issue	\$4,085,000.00
Accrued interest (+)	\$9,225.24
Original issue premium/discount (+)	(\$42,074.90)
Underwriter discount (+)	(\$61,275.00)
Lump-sum credit enhancements (-)	\$0.00
Other TIC costs (-)	
Bond surety fee (-)	N/A
= TIC Target	\$3,990,875.34

Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007

Dated: 07/01/2007

Delivered: 07/20/2007

Unspent Proceeds Report

\$ 4,085,000.00

<i>Calc Date</i>	<i>Grp ID</i>	<i>Purp</i>	<i>Fund ID</i>	<i>Description</i>	<i>Gross Amount</i>	<i>Pool Percentage</i>	<i>Nonpurpose Investment</i>	<i>Purpose Expenditures</i>	<i>Unspent Proceeds</i>
07/20/2007	-1	N	COI	Beg. Arbitrage Gross Proceeds		100.0000000			4,052,150.33
07/20/2007	0	Y	COI		105,118.00	100.0000000		105,118.00	3,947,032.33
07/20/2007	0	Y		Transferred proceeds	-621,042.22	100.0000000		-621,042.22	4,568,074.55
07/20/2007	0	Y		Underwriter's discount and oth	110,635.27	100.0000000		110,635.27	4,457,439.28
07/20/2007	0	Y		Pmt to Escrow agent	4,351,338.27	100.0000000		4,351,338.27	106,101.01
07/30/2007	0	Y	COI		8,065.00	100.0000000		8,065.00	98,036.01
08/01/2007	0	Y	COI		1,000.00	100.0000000		1,000.00	97,036.01
08/23/2007	0	Y	COI		5,250.00	100.0000000		5,250.00	91,786.01
08/30/2007	0	Y	COI		4,790.00	100.0000000		4,790.00	86,996.01
10/05/2007	0	Y	Interest		609.00	100.0000000		609.00	86,387.01
10/05/2007	0	Y	COI		367.00	100.0000000		367.00	86,020.01
11/02/2007	0	Y	Interest		247.00	100.0000000		247.00	85,773.01
11/02/2007	0	Y	COI		122.00	100.0000000		122.00	85,651.01
11/20/2007	0	Y	Interest		58,265.00	100.0000000		58,265.00	27,386.01
12/04/2007	0	Y	COI		113.00	100.0000000		113.00	27,273.01
01/03/2008	0	Y	COI		117.00	100.0000000		117.00	27,156.01
01/29/2008	0	Y	COI		718.00	100.0000000		718.00	26,438.01
02/04/2008	0	Y	COI		109.00	100.0000000		109.00	26,329.01
02/13/2008	0	Y	COI		1,595.00	100.0000000		1,595.00	24,734.01
03/04/2008	0	Y	COI		79.00	100.0000000		79.00	24,655.01
04/02/2008	0	Y	COI		73.00	100.0000000		73.00	24,582.01
05/02/2008	0	Y	COI		62.00	100.0000000		62.00	24,520.01
05/07/2008	0	Y	Interest		-87,397.00	100.0000000		-87,397.00	111,917.01
05/12/2008	0	Y	Interest		87,397.00	100.0000000		87,397.00	24,520.01
06/03/2008	0	Y	COI		61.00	100.0000000		61.00	24,459.01
07/02/2008	0	Y	COI		55.00	100.0000000		55.00	24,404.01
08/04/2008	0	Y	COI		56.00	100.0000000		56.00	24,348.01

Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007
Unspent Proceeds Report
\$ 4,085,000.00

Dated: 07/01/2007
Delivered: 07/20/2007

<i>Calc Date</i>	<i>Grp ID</i>	<i>Purp ID</i>	<i>Fund ID</i>	<i>Description</i>	<i>Gross Amount</i>	<i>Pool Percentage</i>	<i>Nonpurpose Investment</i>	<i>Purpose Expenditures</i>	<i>Unspent Proceeds</i>
09/03/2008	0	Y		COI	56.00	100.0000000		56.00	24,292.01
10/02/2008	0	Y		COI	54.00	100.0000000		54.00	24,238.01
11/03/2008	0	Y		Interest	-82,597.00	100.0000000		-82,597.00	106,835.01
11/03/2008	0	Y		Interest	82,597.00	100.0000000		82,597.00	24,238.01
11/04/2008	0	Y		COI	56.00	100.0000000		56.00	24,182.01
12/02/2008	0	Y		COI	51.00	100.0000000		51.00	24,131.01
01/05/2009	0	Y		COI	41.00	100.0000000		41.00	24,090.01
02/03/2009	0	Y		COI	29.00	100.0000000		29.00	24,061.01
03/03/2009	0	Y		COI	18.00	100.0000000		18.00	24,043.01
04/02/2009	0	Y		COI	15.00	100.0000000		15.00	24,028.01
05/01/2009	0	Y		Interest	-82,597.00	100.0000000		-82,597.00	106,625.01
05/01/2009	0	Y		Interest	82,597.00	100.0000000		82,597.00	24,028.01
05/04/2009	0	Y		COI	13.00	100.0000000		13.00	24,015.01
06/02/2009	0	Y		COI	12.00	100.0000000		12.00	24,003.01
07/02/2009	0	Y		COI	10.00	100.0000000		10.00	23,993.01
08/04/2009	0	Y		COI	8.00	100.0000000		8.00	23,985.01
09/02/2009	0	Y		COI	5.00	100.0000000		5.00	23,980.01
10/02/2009	0	Y		COI	4.00	100.0000000		4.00	23,976.01
11/02/2009	0	Y		Interest	-77,597.00	100.0000000		-77,597.00	101,573.01
11/02/2009	0	Y		Interest	77,597.00	100.0000000		77,597.00	23,976.01
11/03/2009	0	Y		COI	4.00	100.0000000		4.00	23,972.01
12/02/2009	0	Y		COI	3.00	100.0000000		3.00	23,969.01
01/05/2010	0	Y		COI	2.00	100.0000000		2.00	23,967.01
02/02/2010	0	Y		COI	1.00	100.0000000		1.00	23,966.01
03/02/2010	0	Y		COI	1.00	100.0000000		1.00	23,965.01
04/02/2010	0	Y		COI	1.00	100.0000000		1.00	23,964.01

Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007
Unspent Proceeds Report
\$ 4,085,000.00

Dated: 07/01/2007
Delivered: 07/20/2007

Calc Date	Grp ID	Purp	Fund ID	Description	Gross Amount	Pool Percentage	Nonpurpose Investment	Purpose Expenditures	Unspent Proceeds
05/03/2010	0	Y		Interest	-77,597.00	100.0000000		-77,597.00	101,561.01
05/03/2010	0	Y		Interest	77,597.00	100.0000000		77,597.00	23,964.01
05/04/2010	0	Y		COI	1.00	100.0000000		1.00	23,963.01
06/02/2010	0	Y		COI	2.00	100.0000000		2.00	23,961.01
07/02/2010	0	Y		COI	2.00	100.0000000		2.00	23,959.01
08/03/2010	0	Y		COI	3.00	100.0000000		3.00	23,956.01
09/02/2010	0	Y		COI	4.00	100.0000000		4.00	23,952.01
10/04/2010	0	Y		COI	3.00	100.0000000		3.00	23,949.01
11/01/2010	0	Y		Interest	-72,397.00	100.0000000		-72,397.00	96,346.01
11/01/2010	0	Y		Interest	72,397.00	100.0000000		72,397.00	23,949.01
11/02/2010	0	Y		COI	2.00	100.0000000		2.00	23,947.01
12/02/2010	0	Y		COI	2.00	100.0000000		2.00	23,945.01
01/04/2011	0	Y		COI	2.00	100.0000000		2.00	23,943.01
02/02/2011	0	Y		COI	2.00	100.0000000		2.00	23,941.01
03/02/2011	0	Y		COI	1.00	100.0000000		1.00	23,940.01
04/04/2011	0	Y		COI	1.00	100.0000000		1.00	23,939.01
05/02/2011	0	Y		Interest	-72,397.00	100.0000000		-72,397.00	96,336.01
05/02/2011	0	Y		Interest	72,397.00	100.0000000		72,397.00	23,939.01
05/03/2011	0	Y		COI	1.00	100.0000000		1.00	23,938.01
06/02/2011	0	Y		COI	1.00	100.0000000		1.00	23,937.01
07/05/2011	0	Y		COI	1.00	100.0000000		1.00	23,936.01
08/02/2011	0	Y		COI	1.00	100.0000000		1.00	23,935.01
09/02/2011	0	Y		COI	1.00	100.0000000		1.00	23,934.01
10/04/2011	0	Y		COI	1.00	100.0000000		1.00	23,933.01
11/01/2011	0	Y		Interest	-66,725.00	100.0000000		-66,725.00	90,658.01
11/01/2011	0	Y		Interest	66,725.00	100.0000000		66,725.00	23,933.01
11/02/2011	0	Y		COI	1.00	100.0000000		1.00	23,932.01
12/02/2011	0	Y		COI	1.00	100.0000000		1.00	23,931.01

FALCONTS07-2007-A | FY: 1 | Mun-EaseElevateMainDb | 16.95f EDB | 07/31/2019 | 16:57 | Rpt11

Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007
Unspent Proceeds Report
\$ 4,085,000.00

Dated: 07/01/2007
Delivered: 07/20/2007

<i>Calc Date</i>	<i>Grp ID</i>	<i>Purp</i>	<i>Fund ID</i>	<i>Description</i>	<i>Gross Amount</i>	<i>Pool Percentage</i>	<i>Nonpurpose Investment</i>	<i>Purpose Expenditures</i>	<i>Unspent Proceeds</i>
01/04/2012	0	Y		COI	1.00	100.0000000		1.00	23,930.01
02/02/2012	0	Y		COI	1.00	100.0000000		1.00	23,929.01
03/02/2012	0	Y		COI	1.00	100.0000000		1.00	23,928.01
04/03/2012	0	Y		COI	2.00	100.0000000		2.00	23,926.01
05/01/2012	0	Y		Interest	-66,725.00	100.0000000		-66,725.00	90,651.01
05/01/2012	0	Y		Interest	66,725.00	100.0000000		66,725.00	23,926.01
05/02/2012	0	Y		COI	2.00	100.0000000		2.00	23,924.01
06/04/2012	0	Y		COI	2.00	100.0000000		2.00	23,922.01
07/03/2012	0	Y		COI	2.00	100.0000000		2.00	23,920.01
08/02/2012	0	Y		COI	2.00	100.0000000		2.00	23,918.01
09/05/2012	0	Y		COI	1.00	100.0000000		1.00	23,917.01
10/02/2012	0	Y		COI	1.00	100.0000000		1.00	23,916.01
11/02/2012	0	Y		COI	2.00	100.0000000		2.00	23,914.01
12/04/2012	0	Y		COI	1.00	100.0000000		1.00	23,913.01
01/03/2013	0	Y		COI	1.00	100.0000000		1.00	23,912.01
06/03/2014	0	Y		COI	3.00	100.0000000		3.00	23,909.01
06/02/2015	2015	Y		COI	4.00	100.0000000		4.00	23,905.01
07/15/2015	2016	Y		COI	1.00	100.0000000		1.00	23,904.01
08/04/2015	2016	Y		COI	1.00	100.0000000		1.00	23,903.01
09/02/2015	2016	Y		COI	1.00	100.0000000		1.00	23,902.01
10/02/2015	2016	Y		COI	1.00	100.0000000		1.00	23,901.01
11/03/2015	2016	Y		COI	1.00	100.0000000		1.00	23,900.01
12/02/2015	2016	Y		COI	1.00	100.0000000		1.00	23,899.01
01/05/2016	2016	Y		COI	3.00	100.0000000		3.00	23,896.01

FALCONTS07-2007-A | FY: 1 | Mun-EaseElevateMainDb | 16.95f EDB | 07/31/2019 | 16:57 | Rpt11

Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007
Unspent Proceeds Report
\$ 4,085,000.00

Dated: 07/01/2007
Delivered: 07/20/2007

<i>Calc Date</i>	<i>Grp ID</i>	<i>Purp</i>	<i>Fund ID</i>	<i>Description</i>	<i>Gross Amount</i>	<i>Pool Percentage</i>	<i>Nonpurpose Investment</i>	<i>Purpose Expenditures</i>	<i>Unspent Proceeds</i>
02/02/2016	2016	Y		COI	5.00	100.0000000		5.00	23,891.01
03/02/2016	2016	Y		COI	6.00	100.0000000		6.00	23,885.01
04/02/2016	2016	Y		COI	7.00	100.0000000		7.00	23,878.01
05/03/2016	2016	Y		COI	7.00	100.0000000		7.00	23,871.01
06/02/2016	2016	Y		COI	7.00	100.0000000		7.00	23,864.01
07/05/2016	2017	Y		COI	6.00	100.0000000		6.00	23,858.01
08/02/2016	2017	Y		COI	5.00	100.0000000		5.00	23,853.01
09/02/2016	2017	Y		COI	5.00	100.0000000		5.00	23,848.01
10/04/2016	2017	Y		COI	2.00	100.0000000		2.00	23,846.01
11/02/2016	2017	Y		COI	2.00	100.0000000		2.00	23,844.01
12/02/2016	2017	Y		COI	2.00	100.0000000		2.00	23,842.01
01/04/2017	2017	Y		COI	2.00	100.0000000		2.00	23,840.01
02/02/2017	2017	Y		COI	3.00	100.0000000		3.00	23,837.01
03/02/2017	2017	Y		COI	3.00	100.0000000		3.00	23,834.01
04/04/2017	2017	Y		COI	3.00	100.0000000		3.00	23,831.01
05/02/2017	2017	Y		COI	4.00	100.0000000		4.00	23,827.01
06/02/2017	2017	Y		COI	4.00	100.0000000		4.00	23,823.01
07/05/2017	2018	Y		COI	4.00	100.0000000		4.00	23,819.01
08/02/2017	2018	Y		COI	4.00	100.0000000		4.00	23,815.01
09/05/2017	2018	Y		COI	4.00	100.0000000		4.00	23,811.01
10/03/2017	2018	Y		COI	4.00	100.0000000		4.00	23,807.01
11/02/2017	2018	Y		COI	4.00	100.0000000		4.00	23,803.01
12/04/2017	2018	Y		COI	4.00	100.0000000		4.00	23,799.01
01/03/2018	2018	Y		COI	4.00	100.0000000		4.00	23,795.01

Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007
Unspent Proceeds Report
\$ 4,085,000.00

Dated: 07/01/2007
Delivered: 07/20/2007

<i>Calc Date</i>	<i>Grp ID</i>	<i>Purp</i>	<i>Fund ID</i>	<i>Description</i>	<i>Gross Amount</i>	<i>Pool Percentage</i>	<i>Nonpurpose Investment</i>	<i>Purpose Expenditures</i>	<i>Unspent Proceeds</i>
02/02/2018	2018	Y		COI	4.00	100.0000000		4.00	23,791.01
03/02/2018	2018	Y		COI	4.00	100.0000000		4.00	23,787.01
04/03/2018	2018	Y		COI	4.00	100.0000000		4.00	23,783.01
05/02/2018	2018	Y		COI	5.00	100.0000000		5.00	23,778.01
06/04/2018	2018	Y		COI	6.00	100.0000000		6.00	23,772.01
07/01/2018	2019	Y		COI	5.00	100.0000000		5.00	23,767.01
08/01/2018	2019	Y		COI	7.00	100.0000000		7.00	23,760.01
09/01/2018	2019	Y		COI	7.00	100.0000000		7.00	23,753.01
10/01/2018	2019	Y		COI	7.00	100.0000000		7.00	23,746.01
11/01/2018	2019	Y		COI	7.00	100.0000000		7.00	23,739.01
12/01/2018	2019	Y		COI	7.00	100.0000000		7.00	23,732.01
01/01/2019	2019	Y		COI	7.00	100.0000000		7.00	23,725.01
02/01/2019	2019	Y		COI	7.00	100.0000000		7.00	23,718.01
03/01/2019	2019	Y		COI	6.00	100.0000000		6.00	23,712.01
04/01/2019	2019	Y		COI	7.00	100.0000000		7.00	23,705.01
05/01/2019	2019	Y		COI	7.00	100.0000000		7.00	23,698.01
06/01/2019	2019	Y		COI	7.00	100.0000000		7.00	23,691.01
					4,028,459.32		0.00	4,028,459.32	

<i>First Investment Date</i>	7/20/2007
<i>Calculation Date</i>	6/30/2019
<i>Arbitrage Yield Limit (AYL)</i>	4.7365179
<i>Internal Rate of Return (IRR)</i>	0.8355360

Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007

Dated: 07/01/2007
Delivered: 07/20/2007

I.R.R. Report Via Purpose Expenditures

\$ 4,085,000.00

Grp	Trans	Fund	Day Count	Calculation Amt	Pool	** Internal Rate of Return **
ID	Date	ID	Factor	(Interest Earnings)	Pctg	PV Factor
-1	07/20/2007					
		Beg. Arbitrage Gross Proceeds	0.0000000	(4,052,150.33)	100.000	1.0000000
0	07/20/2007	COI	0.0000000	105,118.00	100.000	1.0000000
	07/20/2007	Transferred proceeds	0.0000000	(621,042.22)	100.000	1.0000000
	07/20/2007	Underwriter's discount and oth	0.0000000	110,635.27	100.000	1.0000000
	07/20/2007	Pmt to Escrow agent	0.0000000	4,351,338.27	100.000	1.0000000
	07/30/2007	COI	0.0555556	8,065.00	100.000	0.9997684
	08/01/2007	COI	0.0611111	1,000.00	100.000	0.9997453
	08/23/2007	COI	0.1833333	5,250.00	100.000	0.9992360
	08/30/2007	COI	0.2222222	4,790.00	100.000	0.9990740
	10/05/2007	COI	0.4166667	367.00	100.000	0.9982644
	10/05/2007	Interest	0.4166667	609.00	100.000	0.9982644
	11/02/2007	Interest	0.5666667	247.00	100.000	0.9976404
	11/02/2007	COI	0.5666667	122.00	100.000	0.9976404
	11/20/2007	Interest	0.6666667	58,265.00	100.000	0.9972245
	12/04/2007	COI	0.7444444	113.00	100.000	0.9969012
	01/03/2008	COI	0.9055556	117.00	100.000	0.9962319
	01/29/2008	COI	1.0500000	718.00	100.000	0.9956321
	02/04/2008	COI	1.0777778	109.00	100.000	0.9955168
	02/13/2008	COI	1.1277778	1,595.00	100.000	0.9953094
	03/04/2008	COI	1.2444444	79.00	100.000	0.9948254
	04/02/2008	COI	1.4000000	73.00	100.000	0.9941804
	05/02/2008	COI	1.5666667	62.00	100.000	0.9934899
	05/07/2008	Interest	1.5944444	(87,397.00)	100.000	0.9933748
	05/12/2008	Interest	1.6222222	87,397.00	100.000	0.9932598
	06/03/2008	COI	1.7388889	61.00	100.000	0.9927768
	07/02/2008	COI	1.9000000	55.00	100.000	0.9921102
	08/04/2008	COI	2.0777778	56.00	100.000	0.9913752
	09/03/2008	COI	2.2388889	56.00	100.000	0.9907095
	10/02/2008	COI	2.4000000	54.00	100.000	0.9900443
	11/03/2008	Interest	2.5722222	(82,597.00)	100.000	0.9893338
	11/03/2008	Interest	2.5722222	82,597.00	100.000	0.9893338
	11/04/2008	COI	2.5777778	56.00	100.000	0.9893108
	12/02/2008	COI	2.7333333	51.00	100.000	0.9886695
	01/05/2009	COI	2.9166667	41.00	100.000	0.9879141
	02/03/2009	COI	3.0722222	29.00	100.000	0.9872736
	03/03/2009	COI	3.2388889	18.00	100.000	0.9865879
	04/02/2009	COI	3.4000000	15.00	100.000	0.9859255
	05/01/2009	Interest	3.5611111	82,597.00	100.000	0.9852635
	05/01/2009	Interest	3.5611111	(82,597.00)	100.000	0.9852635
	05/04/2009	COI	3.5777778	13.00	100.000	0.9851950
	06/02/2009	COI	3.7333333	12.00	100.000	0.9845563
	07/02/2009	COI	3.9000000	10.00	100.000	0.9838725
	08/04/2009	COI	4.0777778	8.00	100.000	0.9831435
	09/02/2009	COI	4.2333333	5.00	100.000	0.9825062
	10/02/2009	COI	4.4000000	4.00	100.000	0.9818237
	11/02/2009	Interest	4.5666667	(77,597.00)	100.000	0.9811418
	11/02/2009	Interest	4.5666667	77,597.00	100.000	0.9811418
	11/03/2009	COI	4.5722222	4.00	100.000	0.9811190
	12/02/2009	COI	4.7333333	3.00	100.000	0.9804603
	01/05/2010	COI	4.9166667	2.00	100.000	0.9797112
	02/02/2010	COI	5.0666667	1.00	100.000	0.9790987
	03/02/2010	COI	5.2333333	1.00	100.000	0.9784186
	04/02/2010	COI	5.4000000	1.00	100.000	0.9777390

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Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007

Dated: 07/01/2007
Delivered: 07/20/2007

I.R.R. Report Via Purpose Expenditures

\$ 4,085,000.00

Grp	Trans	Fund	Day Count	Calculation Amt	Pool	** Internal Rate of Return **	
ID	Date	ID	Factor	(Interest Earnings)	Pctg	PV Factor	PV Amt
0	05/03/2010	Interest	5.5722222	(77,597.00)	100.000	0.9770373	(75,815.16)
	05/03/2010	Interest	5.5722222	77,597.00	100.000	0.9770373	75,815.16
	05/04/2010	COI	5.5777778	1.00	100.000	0.9770147	0.98
	06/02/2010	COI	5.7333333	2.00	100.000	0.9763813	1.95
	07/02/2010	COI	5.9000000	2.00	100.000	0.9757031	1.95
	08/03/2010	COI	6.0722222	3.00	100.000	0.9750028	2.93
	09/02/2010	COI	6.2333333	4.00	100.000	0.9743481	3.90
	10/04/2010	COI	6.4111111	3.00	100.000	0.9736262	2.92
	11/01/2010	Interest	6.5611111	72,397.00	100.000	0.9730176	70,443.55
	11/01/2010	Interest	6.5611111	(72,397.00)	100.000	0.9730176	(70,443.55)
	11/02/2010	COI	6.5666667	2.00	100.000	0.9729950	1.95
	12/02/2010	COI	6.7333333	2.00	100.000	0.9723192	1.94
	01/04/2011	COI	6.9111111	2.00	100.000	0.9715988	1.94
	02/02/2011	COI	7.0666667	2.00	100.000	0.9709690	1.94
	03/02/2011	COI	7.2333333	1.00	100.000	0.9702945	0.97
	04/04/2011	COI	7.4111111	1.00	100.000	0.9695757	0.97
	05/02/2011	Interest	7.5666667	72,397.00	100.000	0.9689471	70,148.86
	05/02/2011	Interest	7.5666667	(72,397.00)	100.000	0.9689471	(70,148.86)
	05/03/2011	COI	7.5722222	1.00	100.000	0.9689247	0.97
	06/02/2011	COI	7.7333333	1.00	100.000	0.9682741	0.97
	07/05/2011	COI	7.9166667	1.00	100.000	0.9675343	0.97
	08/02/2011	COI	8.0666667	1.00	100.000	0.9669294	0.97
	09/02/2011	COI	8.2333333	1.00	100.000	0.9662578	0.97
	10/04/2011	COI	8.4111111	1.00	100.000	0.9655419	0.97
	11/01/2011	Interest	8.5611111	66,725.00	100.000	0.9649383	64,385.51
	11/01/2011	Interest	8.5611111	(66,725.00)	100.000	0.9649383	(64,385.51)
	11/02/2011	COI	8.5666667	1.00	100.000	0.9649160	0.96
	12/02/2011	COI	8.7333333	1.00	100.000	0.9642458	0.96
	01/04/2012	COI	8.9111111	1.00	100.000	0.9635314	0.96
	02/02/2012	COI	9.0666667	1.00	100.000	0.9629067	0.96
	03/02/2012	COI	9.2333333	1.00	100.000	0.9622379	0.96
	04/03/2012	COI	9.4055556	2.00	100.000	0.9615473	1.92
	05/01/2012	Interest	9.5611111	(66,725.00)	100.000	0.9609239	(64,117.65)
	05/01/2012	Interest	9.5611111	66,725.00	100.000	0.9609239	64,117.65
	05/02/2012	COI	9.5666667	2.00	100.000	0.9609016	1.92
	06/04/2012	COI	9.7444444	2.00	100.000	0.9601897	1.92
	07/03/2012	COI	9.9055556	2.00	100.000	0.9595450	1.92
	08/02/2012	COI	10.0666667	2.00	100.000	0.9589007	1.92
	09/05/2012	COI	10.2500000	1.00	100.000	0.9581681	0.96
	10/02/2012	COI	10.4000000	1.00	100.000	0.9575691	0.96
	11/02/2012	COI	10.5666667	2.00	100.000	0.9569040	1.91
	12/04/2012	COI	10.7444444	1.00	100.000	0.9561951	0.96
	01/03/2013	COI	10.9055556	1.00	100.000	0.9555530	0.96
	06/03/2014	COI	13.7388889	3.00	100.000	0.9443323	2.83
2015	06/02/2015	COI	15.7333333	4.00	100.000	0.9365130	3.75
2016	07/15/2015	COI	15.9722222	1.00	100.000	0.9355807	0.94
	08/04/2015	COI	16.0777778	1.00	100.000	0.9351691	0.94
	09/02/2015	COI	16.2333333	1.00	100.000	0.9345628	0.93
	10/02/2015	COI	16.4000000	1.00	100.000	0.9339137	0.93
	11/03/2015	COI	16.5722222	1.00	100.000	0.9332434	0.93
	12/02/2015	COI	16.7333333	1.00	100.000	0.9326168	0.93
	01/05/2016	COI	16.9166667	3.00	100.000	0.9319042	2.80

Falcon Trace Community Development District
Special Assessment Refunding Bonds, Series 2007

Dated: 07/01/2007
Delivered: 07/20/2007

I.R.R. Report Via Purpose Expenditures

\$ 4,085,000.00

Grp	Trans	Fund	Day Count	Calculation Amt	Pool	** Internal Rate of Return **	
ID	Date	ID	Factor	(Interest Earnings)	Pctg	PV Factor	PV Amt
2016	02/02/2016	COI	17.0666667	5.00	100.000	0.9313217	4.66
	03/02/2016	COI	17.2333333	6.00	100.000	0.9306748	5.58
	04/02/2016	COI	17.4000000	7.00	100.000	0.9300283	6.51
	05/03/2016	COI	17.5722222	7.00	100.000	0.9293608	6.51
	06/02/2016	COI	17.7333333	7.00	100.000	0.9287368	6.50
2017	07/05/2016	COI	17.9166667	6.00	100.000	0.9280272	5.57
	08/02/2016	COI	18.0666667	5.00	100.000	0.9274471	4.64
	09/02/2016	COI	18.2333333	5.00	100.000	0.9268029	4.63
	10/04/2016	COI	18.4111111	2.00	100.000	0.9261162	1.85
	11/02/2016	COI	18.5666667	2.00	100.000	0.9255159	1.85
	12/02/2016	COI	18.7333333	2.00	100.000	0.9248730	1.85
	01/04/2017	COI	18.9111111	2.00	100.000	0.9241878	1.85
	02/02/2017	COI	19.0666667	3.00	100.000	0.9235886	2.77
	03/02/2017	COI	19.2333333	3.00	100.000	0.9229471	2.77
	04/04/2017	COI	19.4111111	3.00	100.000	0.9222633	2.77
	05/02/2017	COI	19.5666667	4.00	100.000	0.9216654	3.69
	06/02/2017	COI	19.7333333	4.00	100.000	0.9210252	3.68
2018	07/05/2017	COI	19.9166667	4.00	100.000	0.9203216	3.68
	08/02/2017	COI	20.0666667	4.00	100.000	0.9197462	3.68
	09/05/2017	COI	20.2500000	4.00	100.000	0.9190435	3.68
	10/03/2017	COI	20.4055556	4.00	100.000	0.9184477	3.67
	11/02/2017	COI	20.5666667	4.00	100.000	0.9178310	3.67
	12/04/2017	COI	20.7444444	4.00	100.000	0.9171510	3.67
	01/03/2018	COI	20.9055556	4.00	100.000	0.9165352	3.67
	02/02/2018	COI	21.0666667	4.00	100.000	0.9159198	3.66
	03/02/2018	COI	21.2333333	4.00	100.000	0.9152836	3.66
	04/03/2018	COI	21.4055556	4.00	100.000	0.9146267	3.66
	05/02/2018	COI	21.5666667	5.00	100.000	0.9140126	4.57
	06/04/2018	COI	21.7444444	6.00	100.000	0.9133354	5.48
2019	07/01/2018	COI	21.8944444	5.00	100.000	0.9127644	4.56
	08/01/2018	COI	22.0611111	7.00	100.000	0.9121304	6.38
	09/01/2018	COI	22.2277778	7.00	100.000	0.9114969	6.38
	10/01/2018	COI	22.3944444	7.00	100.000	0.9108638	6.38
	11/01/2018	COI	22.5611111	7.00	100.000	0.9102311	6.37
	12/01/2018	COI	22.7277778	7.00	100.000	0.9095989	6.37
	01/01/2019	COI	22.8944444	7.00	100.000	0.9089671	6.36
	02/01/2019	COI	23.0611111	7.00	100.000	0.9083357	6.36
	03/01/2019	COI	23.2277778	6.00	100.000	0.9077048	5.45
	04/01/2019	COI	23.3944444	7.00	100.000	0.9070743	6.35
	05/01/2019	COI	23.5611111	7.00	100.000	0.9064443	6.35
	06/01/2019	COI	23.7277778	7.00	100.000	0.9058146	6.34
99999	06/30/2019	Unspent Proceeds as of 06/30/2019	23.8888889	26,419.00	100.000	0.9052064	23,914.65
				2,727.99			(0.02)

Arbitrage Yield Limit	4.7365179
Internal Rate of Return	0.8355360
Calculation Standard	MSRB 30/360 SEMI 4/3

SECTION 6

SECTION 1

Aquatic Weed Management, Inc.
P.O. Box 1259
Haines City, FL 33845
863-412-1919

Estimate

Date 8/1/2019
Estimate # 725

Name / Address

Falcon Trace CDD
Governmental Management Services,
Central
1408 Hamlin Ave.
St. Cloud, FL 34771

P.O. #**Terms**

Net 15

Due Date

8/16/2019

Other

Description	Qty	Rate	Total
Stocking grass carp in Big Hawk Lake. 400 8-9 inch and 400 10-12 inch. Fish farm says they are 3-4 weeks out. Also we will have to apply for a re-stocking permit with FWC. They were quick to re-issue re-stocking permit in 2015.		6,100.00	6,100.00
Thank you for your business!			
Subtotal			\$6,100.00
Sales Tax (0.0%)			\$0.00
Total			\$6,100.00

waterweed1@aol.com

863-412-1919
863-438-0087

SECTION 2



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

Proposal

Proposal To: William Viasalyers
GMS Central Florida
1408 Hamlin Ave. Unit E
St. Cloud, FL 34771

Proposal No: 02019-85
Proposal Date: 8/13/19

Submitted By: Chet Berry

Proposal Amount: \$ 2,430.00

Phone: 407-451-4047
Fax:

Re: Misc. work on storage building at Falcon Trace Community.

Scope of Work:

1. Remove roll-up door and track.
2. Repair stucco as necessary where door is removed.
3. Color match paint as close as possible.
4. Install new door lock bar over existing double doors.

Materials 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