

*Falcon Trace Community
Development District*

Agenda

October 20, 2021

AGENDA

Falcon Trace

Community Development District

219 East Livingston Street, Orlando, FL 32801

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

October 13, 2021

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, October 20, 2021 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 August 18, 2021 Meeting
- IV. Consideration of Agreement with Grau & Associates to Provide Auditing Services for Fiscal Year 2021
- V. Staff Reports
 - A. Attorney
 1. Memo on Public Records Exemptions
 2. Memo on Publication of Legal Notices
 3. Memo on Wastewater/Stormwater Management Services
 4. Memo on Prompt Payment Requirements
 - B. District Manager's Report
 1. Approval of Check Register
 2. Balance Sheet and Income Statement
 3. Action Items List
 4. Field Manager's Report
- VI. Supervisor's Requests
- VII. 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 August 18, 2021 meeting. The minutes are enclosed for your review.

The fourth order of business is consideration of agreement with Grau & Associates to provide auditing services for Fiscal Year 2021. A copy of the agreement is enclosed for your review.

Section A of the fifth order of business is the Attorney's report. Section 1 is Memo on Public Records Exemptions. Section 2 is Memo on Publication of Legal Notices. Section 3 is Memo on Wastewater/Stormwater Management Services. Section 4 is Memo on Prompt Payment

Requirements. Section B of the fifth 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 Action Items List. A copy of the list is enclosed for your review. Section 4 is the Field Manager's Report, which will be presented at the meeting.

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

Sincerely,



Jason Showe
District Manager

CC: Mike Eckert, 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, August 18, 2021 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
Sue Marchesi Baron	Assistant Secretary
Perry Shaikh	Assistant Secretary

Also Present were:

Jason Showe	District Manager
Mike Eckert	District Counsel by telephone
William Viasalyers	Field Operations
Several Residents	

The following is a summary of the discussions and actions taken at the August 18, 2021 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the May 19, 2021 Meeting

On MOTION by Ms. Hurst seconded by Ms. Miller with all in favor the minutes of the May 19, 2021 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Public Hearing

On MOTION by Ms. Stark seconded by Ms. Baron with all in favor the public hearing was opened.

A. Consideration of Resolution 2021-04 Adopting the Fiscal Year 2022 Budget and Relating to the Annual Appropriations

Mr. Showe stated Resolution 2021-04 adopting the Fiscal Year 2022 budget. The CDD is only responsible for this facility, the pool, parking lot, recreational facilities around the building and the big lake behind the building. There is no proposed increase and assessments will stay at \$419.70 per home per year. The only change we will make is a change in the pool maintenance contract of \$25 per week increase and we adjusted the budget to reflect that.

A resident stated I see \$219 for telephone and fax. Can we go to a cell phone and get rid of fax and just have a free email account?

Ms. Hurst stated it is misrepresented on your paper, I had that same question last meeting. It encompasses our security system, internet and a landline as well. It is wrapped up in one bundle cost.

A resident asked was there ever consideration of having a walkway around the lake?

Mr. Showe responded you have to maintain a distance from the lake because it is a stormwater pond. We wouldn't be able to put one on property that we own.

On MOTION by Ms. Hurst seconded by Ms. Stark with all in favor Resolution 2021-04 was approved.

B. Consideration of Resolution 2021-05 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Showe stated next is Resolution 2021-05 imposing special assessments and certifying an assessment roll. The budget you just adopted will be attached to the resolution as an exhibit along with the assessment roll that will be sent to the tax collector to be placed on the tax bill.

There being no comments from the public, the Board took the following action.

On MOTION by Ms. Hurst seconded by Ms. Baron with all in favor Resolution 2021-05 was approved as amended in the whereas clause.

On MOTION by Ms. Stark seconded by Ms. Miller with all in favor the public hearing was closed.

FIFTH ORDER OF BUSINESS**Consideration of Second Amendment to Agreement with Aquatic Weed Management, Inc. for Lake Maintenance Services**

Mr. Showe stated next is an amendment to the agreement with Aquatic Weed Management, Inc. for lake maintenance services. There is no proposed increase for Fiscal Year 2022.

On MOTION by Ms. Baron seconded by Ms. Miller with all in favor the second amendment to the agreement with Aquatic Weed Management, Inc. for Fiscal Year 2022 was approved.

SIXTH ORDER OF BUSINESS**Consideration of Second Amendment to Agreement with Roberts Pool Service and Repair, Inc. for Pool Maintenance Services**

Mr. Showe stated next is an amendment with Roberts Pool Service and Repair, Inc. for pool maintenance services for Fiscal Year 2022 and it has an increase of \$25 per week due to the increased cost of chemicals.

On MOTION by Ms. Hurst seconded by Ms. Stark with all in favor the second amendment to the agreement with Roberts Pool Service and Repair, Inc. for Fiscal Year 2022 was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Manager

1. Approval of Check Register

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

2. Balance Sheet and Income Statement

A copy of the financials was included in the agenda package.

3. Approval of Fiscal Year 2022 Meeting Schedule

Mr. Showe stated next is the Fiscal Year 2022 meeting schedule. We kept the same schedule as in the past with six meetings on the third Wednesday of those months at 6:00 p.m. You can make changes throughout the year if needed but this allows us to advertise the annual meeting schedule in accordance with Florida Statutes.

On MOTION by Ms. Hurst seconded by Ms. Stark with all in favor the notice of meetings for Fiscal Year 2022 reflecting the following dates was approved: October 20, 2021, January 19, 2022, March 16, 2022, May 18, 2022, July 20, 2022 and August 17, 2022.

4. Action Items List

Mr. Viasalyers stated the contractor is coming back tomorrow to fix the mirrors in the ladies' room and in the men's room the copper line started to leak and cause damage in the ceiling and they have since repaired that and now we are working on getting a quote to get the ceiling put in.

5. Field Manager's Report

Mr. Viasalyers stated we are going to purchase new umbrellas; the old ones are starting to fall apart and there is a 6 to 8 week lead time and it has been about 3-weeks so they should be in soon. I'm getting quotes for pool resurfacing.

A resident stated I have a couple of kids that love the pool and came home today from the playground and apparently someone was using pest control. I would like to see what that vendor does because it is not adequate. There are good outfits out there.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

There being none,

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Miller seconded by Ms. Hurst with all in favor the meeting adjourned at 6:20 p.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV



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

September 22, 2021

Board of Supervisors
Falcon Trace Community Development District
c/o GMS, LLC
219 E. Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Falcon Trace Community Development District, Orange County, Florida ("the District") for the fiscal year ended September 30, 2021. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Falcon Trace Community Development District as of and for the fiscal year ended September 30, 2021. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2021 audit.

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

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

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

Audit Objectives

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

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

and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

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

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you

are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates 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 Auditor 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 Grau & Associate'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 Grau & Associates, Grau & Associates 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 GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSFCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$3,500 for the September 30, 2021 audit unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

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

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

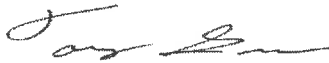
The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

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

Very truly yours,

Grau & Associates



Antonio J. Grau

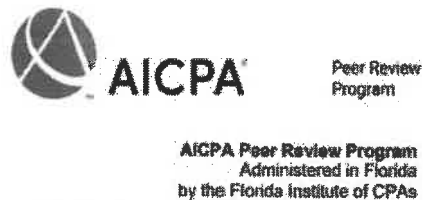
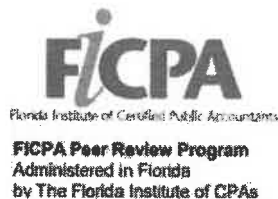
RESPONSE:

This letter correctly sets forth the understanding of Falcon Trace Community Development District.

By: _____

Title: _____

Date: _____



February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

SECTION V

SECTION A

SECTION 1

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Public Records Exemptions Advisory Notice

As you may know, during the 2021 legislative session section 119.071, Florida Statutes, was revised to include additional requirements regarding the public records exemption for home addresses, telephone numbers, dates of birth, photographs, and other information associated with certain officers, employees, justices, judges, or other persons identified in section 119.071(4)(d)2. In particular, section 119.071(4)(d)3. now provides that the custodian of such information must maintain its exempt status where the subject officer, employee, justice, judge or person, or employing agency of the designated employee submits a written *and notarized* request for maintenance of the exemption to the custodial agency. Further, the *request must state under oath the statutory basis for the individual's exemption request and confirm the individual's status as a party eligible for exempt status*. The italicized requirements for notarization and a statement under oath as to the statutory basis for the exemption request are new requirements that became effective July 1, 2021.

Please ensure district records custodians and other appropriate personnel have been appropriately advised of these changes for purposes of evaluating exemptions for future public records requests.

SECTION 2

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams, P.A.

RE: Publication of Legal Notices

During the 2021 legislative session certain statutory changes were enacted affecting publication of legal notices. *See* Ch. 2021-17, Laws of Fla. Relevant to community development districts, this includes enactment of:

- (i) criteria that expand the newspapers that may qualify to publish legal notices; and
- (ii) provisions that allow for internet-only publication of certain legal notices.

As regards (i), District Managers should evaluate whether there are less expensive newspapers that qualify for publication of legal notices. As regards (ii), the Legislature's provision of internet-only publication of legal notices appears unlikely to provide any benefit to community development districts. In addition, revisions to district Rules of Procedure are included to address both (i) and (ii). However, updated Rules of Procedure only need to be adopted if a district desires to use a newspaper that only qualifies for publication of legal notices under the new statutory language, and not under the current Rules of Procedure. These matters are summarized in more detail below. The subject statutory changes are effective January 1, 2022.

1. Expanded Criteria for Newspapers to Qualify for Publication of Legal Notices

Effective January 1, 2022, section 50.011, Florida Statutes, includes revised and expanded criteria for newspapers to be eligible as a newspaper of "general circulation" to publish legal notices and advertisements. § 50.011(1)(a)-(e), Fla. Stat. District Managers should review these criteria to determine if less expensive newspapers qualify for the publication of district legal notices.

2. Internet-Only Publication of Legal Notices

Effective January 1, 2022, section 50.0211, Florida Statutes, authorizes certain notices to be published solely on the internet. § 50.0211, Fla. Stat. For community development districts this includes special district meeting notices pursuant to section 189.015, Florida Statutes (i.e., annual and regular meeting notices), and establishment and termination notices pursuant to section 190.005 and 190.046, Florida Statutes. § 50.0211(1)(b)8., 9., Fla. Stat. Newspapers may charge for internet only publication, but no more than authorized if the notice had been published in a print edition (the expectation is that internet-only publication will offer savings versus print publication). § 50.0211(5)(c), Fla. Stat.

This internet-only option, however, comes with significant strings attached. Most significantly, entities opting for internet-only publication must publish a notice at least once per week in the print edition of a newspaper of general circulation that states that legal notices do not all appear in the print edition of the local newspaper and that additional legal notices may be accessed on the

newspaper's website or on the statewide legal notice website. § 50.0211(5)(d), Fla. Stat. Thus, it appears the burden of weekly publication of notices advising the public that internet-only publication is being utilized more than outweighs any logistical and cost benefits that might be realized from the limited scope of notices districts may publish solely on the internet. In addition, to utilize internet-only publication, a district's board of supervisors must make a determination that such internet-only publication is in the public interest and that the residents within the district have sufficient access to the internet such that internet-only publication would not unreasonably restrict public access. § 50.0211(5)(a), Fla. Stat.

3. Updated Rules of Procedure

If a district believes it would benefit from the expanded criteria for what may qualify as a newspaper of "general circulation" authorized to publish legal notices or the availability of internet-only publication, district Rules of Procedure should be updated to incorporate statutory changes as follows:

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. A newspaper is deemed to be a newspaper of "general circulation" within the District and county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1), Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published. Meeting notices pursuant to section 189.015, Florida Statutes, may be noticed by internet-only publication upon election by the District's Board and compliance with the requirements of section 50.0211, Florida Statutes. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:

* * *

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 50.011, 50.031, 189.015, 189.069(2)(a)~~4615~~, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

SECTION 3

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.¹

What constitutes “wastewater services”?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

¹ Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

What constitutes “stormwater management program or stormwater management system”?

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has templates and other resources and guidance under development on its website to assist in completion of this required analysis.

When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

SECTION 4

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Prompt Payment Policies

As you may know, during the 2021 legislative session Part VII of Chapter 218, Florida Statutes (the "Local Government Prompt Payment Act") was amended. This includes an increase from 1 percent to 2 percent as the floor interest rate on late payments for construction services and the addition of certain contractor rights in the event a local government entity fails to timely commence dispute resolution procedures in the event of an improper payment request or invoice. *See* §§ 218.735(9); 218.76(2)(b), Fla. Stat. As provided in Florida Chapter Laws 2021-124, these changes apply to contracts executed on or after July 1, 2021.

Accordingly, we advise that districts adopt new or updated Prompt Payment Policies and Procedures as attached hereto to reflect these changes. For districts that have previously adopted Prompt Payment Policies and Procedures prepared by Hopping, Green & Sams, this consists of the following changes as reflected in track-change format:

VII. Resolution of Disputes

* * *

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within

four (4) business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within four (4) business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

34. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
45. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
56. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
67. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

X. Late Payment Interest Charges

* * *

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74(4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

RESOLUTION 2021-__

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE _____
COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES
AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*;
PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the _____ Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within _____, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District ("Board") accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ____ day of _____, 2021.

ATTEST:

COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

_____, 2021

Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) ("PPA"), the purpose of the _____ Community Development District ("District") Prompt Payment Policies and Procedures ("Policies & Procedures") is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

- E. Improper Invoice**
An invoice that does not conform to the requirements of a Proper Invoice.
- F. Improper Payment Request**
A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.
- G. Non-Construction Goods and Services**
All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.
- H. Proper Invoice**
An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.
- I. Proper Payment Request**
A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.
- J. Provider**
Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.
- K. Purchase**
The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.
- L. Vendor**
Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is _____. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone _____, email _____).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

_____ Community Development District

2. Email Address

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

SECTION B

SECTION 1

Falcon Trace

Community Development District

Check Register Summary

August 1, 2021 to September 30, 2021

Fund	Date	Check No.'s	Amount
General Fund	8/3/21	4213 - 4214	\$ 14,815.12
	8/13/21	4215 - 4217	\$ 2,819.25
	8/23/21	4218 - 4222	\$ 9,787.36
	8/25/21	4223	\$ 716.85
	8/27/21	4224	\$ 17,151.00
	9/1/21	4225	\$ 831.80
	9/9/21	4226 - 4230	\$ 4,386.18
	9/16/21	4231	\$ 6,287.89
	9/23/21	4232 - 4233	\$ 21,088.90
	9/27/21	4234 - 4235	\$ 21,648.29
			\$ 99,532.64
Total			\$ 99,532.64

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	...CHECK... AMOUNT #
8/03/21	00009	1/26/21	332-4808	202101	320-53800-47600		BATHROOM SIGN	*	69.78	
8/03/21	00027	7/01/21	610	202107	310-51300-34000		FAST SIGNS	*	4,430.25	69.78 004213
		7/01/21	610	202107	310-51300-35200		MANAGEMENT FEES JULY 21	*	120.83	
		7/01/21	610	202107	310-51300-51000		INFORMATION TECH JULY 21	*	.30	
		7/01/21	610	202107	310-51300-42000		OFFICE SUPPLIES JULY 21	*	5.10	
		7/01/21	610	202107	310-51300-12000		POSTAGE JULY 21	*	1,660.25	
		7/01/21	611	202107	320-53800-49100		FIELD MANAGEMENT JULY 21	*	221.20	
		7/01/21	611	202107	320-53800-12200		HINGEOUTLET JUNE 21	*	8,307.41	
		7/23/21	614	202107	320-53800-12200		POOL ATTENDANTS JULY 21	*		
8/13/21	00095	7/25/21	4906	202107	320-53800-47600		GOVERNMENTAL MANAGEMENT SERVICES	*	265.00	14,745.34 004214
						REPLACE CEILING PANELS				
8/13/21	00102	6/07/21	INV69086	202106	320-53800-49100		BERRY CONSTRUCTION INC.	*	432.00	265.00 004215
						BADGEPASS CARDS				
8/13/21	00022	7/01/21	369314	202107	320-53800-47400		BADGEPASS, INC.	*	317.45	432.00 004216
		7/01/21	369635	202107	320-53800-47400		POOL CHEMICALS	*	606.00	
		7/09/21	370626	202107	320-53800-47400		BULK BLEACH	*	469.95	
		7/18/21	370093	202107	320-53800-47400		SHAFT SEAL	*	30.00	
		7/21/21	370256	202107	320-53800-47400		TANK RENTAL FEE	*	224.85	
		7/21/21	370516	202107	320-53800-47400		POOL CHEMICALS	*	474.00	
8/23/21	00079	7/31/21	13236	202107	320-53800-47000		SPIES POOL, LLC	*	400.00	2,122.25 004217
						LAKE MAINTENANCE JULY 21				
						AQUATIC WEED MANAGEMENT, INC.				
										400.00 004218

FALC FALCON TRACE MBYINGTON

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	EXPENSED TO... DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
8/23/21	00027	8/01/21	612	202108 310-51300-34000		MANAGEMENT FEES AUG 21	*	4,430.25	
		8/01/21	612	202108 310-51300-35100		INFORMATION TECH AUG 21	*	120.83	
		8/01/21	612	202108 310-51300-51000		OFFICE SUPPLIES AUG 21	*	.30	
		8/01/21	612	202108 310-51300-42000		POSTAGE AUG 21	*	10.35	
		8/01/21	613	202108 320-53800-12000		FIELD MGMT AUG 21	*	1,660.25	
						GOVERNMENTAL MANAGEMENT SERVICES			6,221.98 004219
8/23/21	00100	7/31/21	6715	202108 320-53800-47400		POOL MAINTENANCE AUG 21	*	600.00	
						ROBERTS POOL SERVICE AND REPAIR INC			600.00 004220
8/23/21	00071	8/01/21	730490	202108 320-53800-47500		LANDSCAPE MAINT AUG 21	*	2,368.38	
						REW LANDSCAPE CORP			2,368.38 004221
8/23/21	00022	7/17/21	370770	202107 320-53800-47400		POOL PUTTY	*	197.00	
						SPIES POOL, LLC			197.00 004222
8/25/21	00022	8/09/21	371315	202108 320-53800-47400		POOL CHEMICALS	*	179.85	
		8/09/21	371564	202108 320-53800-47400		BULK BLEACH	*	507.00	
		8/18/21	371738	202108 320-53800-47400		TANK RENTAL FEE	*	30.00	
						SPIES POOL, LLC			716.85 004223
8/27/21	00088	8/27/21	08272021	202108 320-58100-10000		FY21 CAPITAL RESERVE TXFR	*	17,151.00	
						FALCON TRACE CDD			17,151.00 004224
9/01/21	00112	8/19/21	55024835	202108 320-53800-47600		REPAIR FLUSHOMETER	*	831.80	
						R.J.KIELTY PLUMBING HEATING &			831.80 004225
9/09/21	00079	9/03/21	13366	202109 320-53800-47000		LAKE HERBICIDE SEPT 21	*	400.00	
						AQUATIC WEED MANAGEMENT, INC.			400.00 004226
9/09/21	00100	9/01/21	6784	202109 320-53800-47400		POOL MAINTENANCE SEPT 21	*	600.00	
						ROBERTS POOL SERVICE AND REPAIR INC			600.00 004227
						FALC FALCON TRACE			
						MBYINGTON			

CHECK DATE	VEND#INVOICE..... DATE INVOICEEXPENSED TO.... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT
9/09/21	00071	9/01/21 730650	202109 320-53800-47500		LANDSCAPE MAINT SEPT 21	*	2,368.38	2,368.38 004228
9/09/21	00022	8/25/21 372267	202108 320-53800-47400		REW LANDSCAPE CORP	*	310.00	
		8/25/21 372459	202108 320-53800-47400		POOL CHEMICALS	*	540.00	
					BULK BLEACH			
9/09/21	00090	7/10/21 11220643	202108 320-53800-34500		SPIES POOL, LLC	*	83.90	850.00 004229
		8/10/21 11284710	202109 320-53800-34500		SECURITY MONITOR AUG 21	*	83.90	
					SECURITY MONITOR SEPT 21			
9/16/21	00027	9/01/21 615	202109 310-51300-34000		SAFE TOUCH SECURITY SYSTEMS	*	4,430.25	167.80 004230
					MANAGEMENT FEES SEPT 21			
		9/01/21 615	202109 310-51300-35200		INFORMATION TECH SEPT 21	*	120.83	
		9/01/21 615	202109 310-51300-51000		OFFICE SUPPLIES SEPT 21	*	15.42	
		9/01/21 615	202109 310-51300-42000		POSTAGE SEPT 21	*	7.14	
		9/01/21 615	202109 310-51300-42500		COPIES SEPT 21	*	54.00	
		9/01/21 616	202109 320-53800-12000		FIELD MANAGEMENT SEPT 21	*	1,660.25	
9/23/21	00067	9/10/21 14246	202109 300-15500-10000		GOVERNMENTAL MANAGEMENT SERVICES	*	21,005.00	6,287.89 004231
					INSURANCE 10/1/21-10/1/22			
9/23/21	00090	9/10/21 11348860	202109 320-53800-34500		EGIS INSURANCE ADVISORS, LLC.	*	83.90	21,005.00 004232
					SECURITY MONITORING OCT21			
9/27/21	00027	8/24/21 617	202108 320-53800-12200		SAFE TOUCH SECURITY SYSTEMS	*	8,044.93	83.90 004233
		9/17/21 618	202109 300-15500-10000		POOL ATTENDANTS AUG 21	*	5,000.00	
		9/23/21 619	202109 320-53800-12200		ASSESSMENT ROLL FY22	*	8,275.41	
					POOL ATTENDANTS SEPT 21			
					GOVERNMENTAL MANAGEMENT SERVICES			21,320.34 004234
					FALC FALCON TRACE			
					MBYINGTON			

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
9/27/21	00022	9/13/21 373647	202109 320-53800-47400			*	297.95	
		REPLACE TUBING/ROLLER				*	30.00	
		9/18/21 373364	202109 320-53800-47400					
		TANK RENTAL FEE						
					SPIES POOL, LLC			327.95 004235
TOTAL FOR BANK A							99,532.64	
TOTAL FOR REGISTER							99,532.64	

FALC FALCON TRACE MBYINGTON

SECTION 2

Falcon Trace
Community Development District

Unaudited Financial Reporting
September 30, 2021

GMS

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1	Balance Sheet
2	General Fund
3	Capital Projects Fund
4	Month to Month
5	Assessment Receipt Schedule

Falcon Trace
Community Development District
Combined Balance Sheet
September 30, 2021

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Total Governmental Funds</i>
Assets:			
Cash - Wells Fargo	\$ 172,882	\$ -	\$ 172,882
Cash - SunTrust	\$ -	\$ 281,177	\$ 281,177
State Board	\$ 158,160	\$ -	\$ 158,160
Prepaid Expense	\$ 26,005	\$ -	\$ 26,005
Total Assets	\$ 357,047	\$ 281,177	\$ 638,224
Liabilities:			
Accounts Payable	\$ 2,046	\$ 27,700	\$ 29,746
Total Liabilities	\$ 2,046	\$ 27,700	\$ 29,746
Fund Balances:			
Unassigned	\$ 355,001	\$ -	\$ 355,001
Assigned for Capital Reserves	\$ -	\$ 253,477	\$ 253,477
Total Fund Balances	\$ 355,001	\$ 253,477	\$ 608,479
Total Liabilities & Fund Balance	\$ 357,047	\$ 281,177	\$ 638,224

Falcon Trace

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2021

	Adopted Budget	Prerated Budget Thru 09/30/21	Actual Thru 09/30/21	Variance
Revenues:				
Maintenance Assessments	\$ 355,855	\$ 355,855	\$ 364,551	\$ 8,696
Miscellaneous Income	\$ 1,500	\$ 1,500	\$ 896	\$ (604)
Interest Income	\$ 100	\$ 100	\$ 142	\$ 42
Total Revenues	\$ 357,455	\$ 357,455	\$ 365,590	\$ 8,135
Expenditures:				
General & Administrative:				
Supervisors Fees	\$ 8,000	\$ 8,000	\$ 5,000	\$ 3,000
FICA Expense	\$ 612	\$ 612	\$ 383	\$ 230
Engineering Fees	\$ 1,000	\$ 1,000	\$ -	\$ 1,000
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Attorney Fees	\$ 18,800	\$ 18,800	\$ 11,525	\$ 7,275
Annual Audit	\$ 3,400	\$ 3,400	\$ 3,400	\$ -
Management Fees	\$ 53,163	\$ 53,163	\$ 53,163	\$ -
Information Technology	\$ 1,450	\$ 1,450	\$ 1,460	\$ (10)
Telephone	\$ 50	\$ 50	\$ -	\$ 50
Postage	\$ 800	\$ 800	\$ 346	\$ 454
Printing and Binding	\$ 600	\$ 600	\$ 209	\$ 391
Insurance	\$ 11,250	\$ 11,250	\$ 11,466	\$ (216)
Legal Advertising	\$ 2,500	\$ 2,500	\$ 1,284	\$ 1,217
Contingency	\$ 1,200	\$ 1,200	\$ 1,352	\$ (152)
Property Appraiser	\$ 1,000	\$ 1,000	\$ 902	\$ 98
Office Supplies	\$ 500	\$ 500	\$ 80	\$ 420
Dues, Licenses, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 109,500	\$ 109,500	\$ 95,744	\$ 13,756
Operation and Maintenance				
Field Management	\$ 19,923	\$ 19,923	\$ 19,923	\$ -
Property Insurance	\$ 6,750	\$ 6,750	\$ 8,828	\$ (2,078)
Pool Staff Payroll	\$ 78,280	\$ 78,280	\$ 73,134	\$ 5,146
Security	\$ 1,500	\$ 1,500	\$ 1,007	\$ 493
Telephone Expense	\$ 2,799	\$ 2,799	\$ 2,671	\$ 128
Electric	\$ 18,900	\$ 18,900	\$ 15,630	\$ 3,270
Irrigation/Water	\$ 13,500	\$ 13,500	\$ 8,068	\$ 5,432
Lake Maintenance	\$ 8,600	\$ 8,600	\$ 5,200	\$ 3,400
Pest Control	\$ 650	\$ 650	\$ -	\$ 650
Pool Maintenance	\$ 29,500	\$ 29,500	\$ 24,584	\$ 4,916
Grounds Maintenance	\$ 33,000	\$ 33,000	\$ 30,425	\$ 2,575
General Facility Maintenance	\$ 15,500	\$ 15,500	\$ 34,370	\$ (18,870)
Refuse Service	\$ 6,000	\$ 6,000	\$ 6,640	\$ (640)
Field Contingency	\$ 6,000	\$ 6,000	\$ 1,544	\$ 4,457
Total O&M Expenses:	\$ 240,902	\$ 240,902	\$ 232,023	\$ 8,880
Total Expenditures	\$ 350,402	\$ 350,402	\$ 327,766	\$ 22,636
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ (17,151)	\$ (17,151)	\$ (17,151)	\$ -
Total Other Sources/(Uses)	\$ (17,151)	\$ (17,151)	\$ (17,151)	\$ -
Excess Revenues (Expenditures)	\$ (10,099)		\$ 20,672	
Fund Balance - Beginning	\$ 10,099		\$ 334,329	
Fund Balance - Ending	\$ -		\$ 355,001	

Falcon Trace

Community Development District Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending September 30, 2021

	Adopted Budget	Prorated Budget Thru 09/30/21	Actual Thru 09/30/21	Variance
Revenues:				
Interest	\$ 150	\$ 150	\$ 29	\$ (121)
Total Revenues	\$ 150	\$ 150	\$ 29	\$ (121)
Expenditures:				
Parking Lot Resurfacing	\$ -	\$ -	\$ 631	\$ (631)
Capital Outlay	\$ -	\$ -	\$ 2,760	\$ (2,760)
Landscape Improvements	\$ 15,000	\$ 15,000	\$ -	\$ 15,000
Roof Replacement	\$ 50,000	\$ 50,000	\$ 57,700	\$ (7,700)
Restroom Renovation	\$ 75,000	\$ 75,000	\$ 11,560	\$ 63,440
Slide Tower Painting	\$ 10,000	\$ 10,000	\$ 7,410	\$ 2,590
Miscellaneous	\$ -	\$ -	\$ 1,022	\$ (1,022)
Total Expenditures	\$ 150,000	\$ 150,000	\$ 81,083	\$ 68,917
Other Financing Sources/(Uses)				
Transfer In/Out	\$ 17,151	\$ 17,151	\$ 17,151	\$ -
Total Other Sources/(Uses)	\$ 17,151	\$ 17,151	\$ 17,151	\$ -
Excess Revenues (Expenditures)	\$ (132,699)		\$ (63,903)	
Fund Balance - Beginning	\$ 253,462		\$ 317,380	
Fund Balance - Ending	\$ 120,763		\$ 253,477	

Falcon Trace
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	\$ -	\$ 19,371	\$ 91,668	\$ 159,149	\$ 43,654	\$ 14,882	\$ 12,377	\$ 6,216	\$ 9,891	\$ 3,026	\$ 2,581	\$ 1,735	\$ 364,551
Miscellaneous Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30	\$ 45	\$ 76	\$ 310	\$ 310	\$ 125	\$ 896
Interest Income	\$ 15	\$ 11	\$ 9	\$ 9	\$ 7	\$ 10	\$ 16	\$ 15	\$ 13	\$ 26	\$ 14	\$ -	\$ 142
Total Revenues	\$ 15	\$ 19,382	\$ 91,677	\$ 159,158	\$ 43,661	\$ 14,893	\$ 12,423	\$ 6,276	\$ 9,980	\$ 3,362	\$ 2,905	\$ 1,860	\$ 365,590
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ 1,000	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 5,000
FICA Expense	\$ 77	\$ -	\$ -	\$ 77	\$ -	\$ 77	\$ -	\$ -	\$ 77	\$ -	\$ 77	\$ -	\$ 383
Engineering Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Attorney Fees	\$ 2,390	\$ 67	\$ 1,353	\$ 2,287	\$ 1,149	\$ 1,690	\$ 823	\$ 1,767	\$ -	\$ -	\$ -	\$ -	\$ 11,525
Annual Audit	\$ -	\$ -	\$ -	\$ 3,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,400
Management Fees	\$ 4,430	\$ 4,430	\$ 4,430	\$ 4,430	\$ 4,430	\$ 4,430	\$ 4,430	\$ 4,430	\$ 4,430	\$ 4,430	\$ 4,430	\$ 4,430	\$ 53,163
Information Technology	\$ 131	\$ 121	\$ 121	\$ 121	\$ 121	\$ 121	\$ 121	\$ 121	\$ 121	\$ 121	\$ 121	\$ 121	\$ 1,460
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 208	\$ 28	\$ 6	\$ 5	\$ -	\$ 56	\$ -	\$ 5	\$ 17	\$ 5	\$ 10	\$ 7	\$ 346
Printing and Binding	\$ -	\$ 37	\$ -	\$ -	\$ 38	\$ 2	\$ 33	\$ 6	\$ 38	\$ -	\$ -	\$ 54	\$ 209
Insurance	\$ 11,466	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,466
Legal Advertising	\$ 567	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 172	\$ -	\$ -	\$ 545	\$ -	\$ 1,284
Contingency	\$ 9	\$ 22	\$ 25	\$ 21	\$ 5	\$ 13	\$ 26	\$ 1,039	\$ 26	\$ 32	\$ 49	\$ 85	\$ 1,352
Property Appraiser	\$ -	\$ -	\$ 902	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 902
Office Supplies	\$ 1	\$ 15	\$ 0	\$ 0	\$ 15	\$ 1	\$ 15	\$ 0	\$ 16	\$ 0	\$ 0	\$ 15	\$ 80
Dues, Licenses, & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 25,452	\$ 4,721	\$ 6,837	\$ 11,341	\$ 5,758	\$ 73,899	\$ 5,448	\$ 7,540	\$ 5,724	\$ 4,588	\$ 6,232	\$ 4,713	\$ 95,744
Operation and Maintenance													
Field Management	\$ 1,660	\$ 1,660	\$ 1,660	\$ 1,660	\$ 1,660	\$ 1,660	\$ 1,660	\$ 1,660	\$ 1,660	\$ 1,660	\$ 1,660	\$ 1,660	\$ 19,923
Property Insurance	\$ 8,828	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,828
Pool Staff Payroll	\$ 9,354	\$ 3,046	\$ 1,497	\$ 2,213	\$ 2,583	\$ 4,642	\$ 9,416	\$ 7,732	\$ 8,023	\$ 8,307	\$ 8,045	\$ 8,275	\$ 73,134
Security	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 168	\$ 1,007
Telephone Expense	\$ 217	\$ 218	\$ 218	\$ 218	\$ 219	\$ 219	\$ 219	\$ 229	\$ 229	\$ 229	\$ 229	\$ 229	\$ 2,671
Electric	\$ 1,163	\$ 1,178	\$ 1,353	\$ 1,233	\$ 1,319	\$ 1,174	\$ 1,224	\$ 1,373	\$ 1,334	\$ 1,370	\$ 1,464	\$ 1,427	\$ 15,630
Irrigation/Water	\$ 487	\$ -	\$ 961	\$ -	\$ 685	\$ 1,036	\$ 754	\$ -	\$ 1,629	\$ 885	\$ 844	\$ 788	\$ 8,068
Lake Maintenance	\$ 300	\$ 600	\$ 700	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ -	\$ 800	\$ 5,200
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ 2,512	\$ 1,416	\$ 2,045	\$ 1,322	\$ 1,568	\$ 2,743	\$ 1,891	\$ 2,026	\$ 2,119	\$ 2,919	\$ 2,167	\$ 1,857	\$ 24,584
Grounds Maintenance	\$ 2,368	\$ 2,368	\$ 2,368	\$ 2,479	\$ 2,368	\$ 2,368	\$ 4,117	\$ 2,368	\$ 2,513	\$ 2,368	\$ 2,368	\$ 2,368	\$ 30,425
General Facility Maintenance	\$ 5,582	\$ 860	\$ 775	\$ 1,745	\$ 5,639	\$ 8,975	\$ 3,887	\$ 2,606	\$ 1,542	\$ 560	\$ 1,993	\$ 206	\$ 34,370
Refuse Service	\$ 538	\$ 537	\$ 537	\$ 541	\$ 546	\$ 552	\$ 562	\$ 562	\$ 562	\$ 566	\$ 567	\$ 568	\$ 6,640
Field Contingency	\$ -	\$ 47	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 675	\$ 221	\$ -	\$ -	\$ 1,544
Total O&M Expenses:	\$ 33,114	\$ 12,014	\$ 12,197	\$ 12,495	\$ 17,071	\$ 23,853	\$ 24,215	\$ 18,958	\$ 20,770	\$ 19,570	\$ 19,421	\$ 18,346	\$ 232,023
Total Expenditures	\$ 58,567	\$ 16,735	\$ 19,034	\$ 23,836	\$ 22,829	\$ 97,752	\$ 29,663	\$ 26,498	\$ 26,494	\$ 24,158	\$ 25,653	\$ 23,058	\$ 377,766
Other Financing Sources/(Uses)													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (17,151)	\$ -	\$ (17,151)
Total Other Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (17,151)	\$ -	\$ (17,151)
Excess Revenue (Expenditures)	\$ (58,552)	\$ 2,647	\$ 72,643	\$ 135,323	\$ 20,832	\$ (82,859)	\$ (17,239)	\$ (20,222)	\$ (16,513)	\$ (20,746)	\$ (39,899)	\$ (21,198)	\$ 20,672

Falcon Trace

Community Development District

Special Assessment Receipts

Fiscal Year 2021

TOTAL ASSESSMENT LEVY

Gross \$373,569.40 **\$373,569.40**

ASSESSED THROUGH COUNTY

100.00% 100.00%

DATE	DESCRIPTION	GROSS AMT	COMMISSIONS	DISC/PENALTY	INTEREST	NET RECEIPTS	O&M Portion	Total
11/09/20	5/12/20 - 10/23/19	\$3,959.07	\$195.79	\$0.00	\$0.00	\$3,763.28	\$3,763.28	\$3,763.28
11/16/20	10/24/20 - 11/04/20	\$7,435.00	\$288.18	\$0.00	\$0.00	\$7,146.82	\$7,146.82	\$7,146.82
11/23/20	11/05/20 - 11/11/20	\$8,813.70	\$352.59	\$0.00	\$0.00	\$8,461.11	\$8,461.11	\$8,461.11
12/07/20	11/12/20 - 11/18/20	\$29,158.37	\$0.00	\$1,161.81	\$0.00	\$27,996.56	\$27,996.56	\$27,996.56
12/14/20	11/19/20 - 11/21/20	\$41,970.00	\$0.00	\$1,679.00	\$0.00	\$40,291.00	\$40,291.00	\$40,291.00
12/21/20	11/22/20 - 11/25/20	\$24,342.60	\$0.00	\$973.82	\$11.55	\$23,380.33	\$23,380.33	\$23,380.33
01/11/21	11/26/20	\$165,781.50	\$0.00	\$6,632.05	\$0.00	\$159,149.45	\$159,149.45	\$159,149.45
02/03/21	11/27/20 - 12/01/20	\$46,167.00	\$674.43	\$1,838.50	\$0.00	\$43,654.07	\$43,654.07	\$43,654.07
03/03/21	12/02/20 - 12/09/20	\$15,446.22	\$0.00	\$594.24	\$30.44	\$14,882.42	\$14,882.42	\$14,882.42
04/19/21	12/10/20 - 01/31/21	\$12,738.57	\$0.00	\$361.12	\$0.00	\$12,377.45	\$12,377.45	\$12,377.45
05/17/21	02/01/21 - 02/28/21	\$6,295.50	\$0.00	\$79.76	\$0.00	\$6,215.74	\$6,215.74	\$6,215.74
06/14/21	03/01/21 - 03/31/21	\$9,885.19	\$0.00	\$4.20	\$10.16	\$9,891.15	\$9,891.15	\$9,891.15
07/19/21	44357	\$2,937.90	\$0.00	\$0.00	\$88.13	\$3,026.03	\$3,026.03	\$3,026.03
08/12/21	04/01/21 - 04/20/21	\$2,518.20	\$0.00	\$0.00	\$62.95	\$2,581.15	\$2,581.15	\$2,581.15
09/13/21	04/21/21 - 04/30/21	\$1,678.80	\$0.00	\$0.00	\$55.93	\$1,734.73	\$1,734.73	\$1,734.73
TOTAL		\$379,127.62	\$1,510.99	\$13,324.50	\$259.16	\$364,551.29	\$364,551.29	\$364,551.29

101% Gross Percent Collected
\$0.00 Balance Remaining to Collect

SECTION 3

Falcon Trace
Action Items

Task	Status	Estimated Completion
Gate/Access for Tennis/Basketball	Attempting to get proposals for review for fencing	Ongoing
Dock Lighting	Attempting to get proposals	Ongoing
Deck Resurfacing	Attempting to get proposals	Ongoing