

*Falcon Trace Community
Development District*

Agenda

January 19, 2022

AGENDA

Falcon Trace

Community Development District

219 East Livingston Street, Orlando, FL 32801

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

January 12, 2022

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, January 19, 2022 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 October 20, 2021 Meeting
- IV. Consideration of REW Landscape Corp. Consent of Assignment Letter
- V. Consideration of Resolution 2022-01 Adopting Prompt Payment Policies
- VI. Consideration of Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser
- VII. Consideration of Swim Program License Agreement with Sharks & Minnows Swim School
- VIII. Ratification of Fee Agreement with Kutak Rock LLP
- IX. Discussion of March Meeting Date
- X. Staff Reports
 - A. Attorney
 - 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
- XI. Supervisor's Requests
- XII. 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 October 20, 2021 meeting. The minutes are enclosed for your review.

The fourth order of business is consideration of REW Landscape Corp. Consent of Assignment Letter A copy of the letter is enclosed for your review.

The fifth order of business is consideration of Resolution 2022-01 Adopting Prompt Payment Policies. A copy of the resolution is enclosed for your review.

The sixth order of business is consideration of Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser. A copy of the agreement is enclosed for your review.

The seventh order of business is consideration of Swim Program License Agreement with Sharks & Minnows Swim School. A copy of the agreement is enclosed for your review.

The eighth order of business is ratification of Fee Agreement with Kutak Rock LLP. A copy of the agreement is enclosed for your review.

Section B of the tenth 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, October 20, 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
William Viasalyers	Field Operations

The following is a summary of the discussions and actions taken at the October 20, 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 August 18, 2021 Meeting

On MOTION by Ms. Hurst seconded by Ms. Baron with all in favor the minutes of the August 18, 2021 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Consideration of Agreement with Grau & Associates to Provide Auditing Services for Fiscal Year 2021

On MOTION by Ms. Miller seconded by Ms. Hurst with all in favor the engagement letter with Grau & Associates to perform the Fiscal Year 2021 audit was approved.

FIFTH ORDER OF BUSINESS

Consideration of Transition Letter from District Counsel

Mr. Eckert stated about ten attorneys are leaving this firm and starting the Florida office of a firm called Kutak Rock, which is a national firm out of Omaha, Nebraska. They do a lot of public finance, special Districts in other states and there will be no change in the cost to the District, we will be offering the same terms that you recently negotiated. There would be no change in providing the service unless you wanted that change, it would still be me. I am looking for an associate to help me with some of the back office stuff and cover some meetings when I have a conflict. The Board has a choice to transition with me to Kutak Rock or the Board could choose to go out and find alternative legal counsel and if you chose to do that, I would help you with that transition and make sure that nothing falls through the cracks. Usually, I try to call into these meetings to try to save the District money and today, there is no charge for my travel time; it is the same as if I were on by phone.

Ms. Hurst stated we just entered the new contract with you and this would be a three-year commitment with you.

Mr. Eckert stated we have a three-year commitment now with a fee arrangement and there was built into that an adjustment next year, but whatever that is we will honor that. You are not locked in, I'm not locked in and we work together and if we are at a point where we are not then we will figure that out.

On MOTION by Ms. Hurst seconded by Ms. Baron with all in favor the transition of legal services to Kutak Rock was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

1. Memo on Public Records Exemptions

Mr. Eckert stated there were some laws that were passed that have an impact on this District. First is the memo on public records exemptions. There are certain people such as judges, police officers, fire fighters, first responders, prosecutors who are entitled to have their personal home information exempt from the public records. It has always been kind of a gray area in terms of how you hold somebody accountable for not releasing that information if they have not been notified that person is exempt. This law basically imposes a requirement that the person who might be claiming an exemption on their information from public records has to file an affidavit with the District manager then we know to pull that information out. There is nothing you need to do; Jason can take care of that.

2. Memo on Publication of Legal Notices

Mr. Eckert stated publication of legal notices, is step one in terms of many more bills to come, in terms of letting us publish our meetings online. Right now in order to publish your meetings online you have to publish in the newspaper that you are publishing your meetings online.

3. Memo on Wastewater/Stormwater Management Services

Mr. Eckert stated you are also going to have to do a 20-year needs analysis if you own a wastewater system or stormwater system. It is an interesting question here because you don't really own the system, you own a lake and the HOA owns the system. We will try to get a little more clarification for you on whether or not you have to go through that 20-year needs analysis. Before you spend money on that, let us reach out to the environmental agencies and see how they are interpreting that law.

4. Memo on Prompt Payment Requirements

Mr. Eckert stated the contractors lobby is pretty good and they got late payments up from 1% to 2%. We don't have any construction contracts going on right now but if we were to rebuild this building or rebuild the pool or something like that it is very important that you pay your contractor on time but if you have a dispute then you go through the dispute resolution procedure so you can protect your rights. There are some changes in the prompt payment policies that we will probably bring back to you at another meeting and I will ask that Jason put that on the next agenda. Also, on the wastewater/stormwater just put that under my report.

B. Manager

1. Approval of Check Register

On MOTION by Ms. Baron seconded by Ms. Miller 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. Action Items List

The status of the action items list was included in the agenda package.

4. Field Manager's Report

Mr. Viasalyers stated recently staff did paint the men's and ladies room floor, put a coat on it and when we close down permanently, we will put on another coat. These options are for recycled type benches that are available and they all seem to require a concrete pad so before we did that, I wanted to get some feedback from the Board.

It was the consensus of the Board to order either the Park Avenue 4-foot comfort bench at \$301.29 or the Colonial 4 foot bench at \$286.77, whichever is in stock.

Mr. Viasalyers stated we replaced four of the umbrellas, we also worked with the pool vendor to replace a large section of Marcite that had broken on the steps near the handicap lift. We are also working on bringing back proposals for the resurfacing of the pool deck. We are

working with the vendor we used to resurface the slide, because every year we need to buff it and that can be done when we are closed down.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

A resident stated I have noticed that after 10 p.m. we have folks coming to the pool who are not part of the subdivision. Many times people have jumped the fence and are swimming naked in the pool. A second incident happened a couple weeks ago where the people broke into the pool again. What can be done about this problem?

Ms. Hurst stated we do have a camera system and I'm sure it is on tape somewhere that people are jumping the fence. We have no trespassing signs and there is only so much you can do.

A resident stated there are people in their cars smoking weed and prior to jumping in the pool they were smoking weed as well. I think they park when they think nobody is watching. I know someone who drives a tow truck. When we park the tow truck on the side people drive up and then keep driving. When there is a certain presence and people don't want to be towed, the sheriff can be called. There would be no charge to the community, I can get the tow truck to park there on nights only where it can be seen.

Ms. Miller stated I don't think within the HOA rules you can park that tow truck on the street. I think Orange County is also working on something where commercial vehicles are not going to be allowed to park on public streets. I have heard that at a conference and did not have it verified.

A resident asked what if it were parked at the pool?

Mr. Eckert stated those are county roads and we don't have any towing authority, whether or not we can allow somebody to park in our parking lot is a different issue.

Ms. Hurst stated my concern would be having a vehicle that we don't own stationed on our property. I understand your concern about the safety and security, but I don't know that is the right answer.

Mr. Viasalyers stated I will give her my contact information and she can contact me immediately and I can view the camera remotely and call the sheriff and have the sheriff come out and trespass them.

Mr. Showe stated we are fencing off the basketball court and will have card access and hope that will deter some of the activities.

A resident asked can you request that the sheriff drive by more often?

Mr. Showe stated we can request it.

Ms. Hurst stated the Christmas gift cards.

Mr. Showe stated as long as there is no objection, staff will take care of it.

On MOTION by Ms. Miller seconded by Ms. Hurst with all in favor the meeting adjourned at 6:36 p.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV



Customer Service Comes Natural To Us

Mailing: PO Box 951484, Lake Mary, FL 32795-1484

Physical: 921 Old Deland Rd – Debary, FL 32713 • Phone 407-328-9425 • Fax 386-456-0656

December 16, 2021

FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT

ATTN: William Viasalyers

135 W. Central Blvd., Suite 320

Orlando, FL 32801

EMAIL: WViasalyers@GmscFL.com

REF: **FALCON TRACE**

Dear Mr. Viasalyers,

As you are aware, REW Landscape Corp. and Falcon Trace Community Development District are parties to a contract for lawn maintenance services dated 09.16.21 for the above referenced project.

In an effort to continue providing the best landscape and irrigation services in Central Florida, REW Landscape Corp. has recently agreed to transfer ownership of its maintenance division to SSS Down to Earth Opco LLC d/b/a REW Lawn and Irrigation. REW Landscape Corp. will continue to operate its landscape construction division under current ownership.

Your contract for lawn maintenance services will be assumed by REW Lawn and Irrigation. REW Lawn and Irrigation will then service your contract, utilizing the same staff, and providing the same reliable service which you have experienced in the past.

The contract with your company requires your written consent to such assignment. Please sign where indicated below consenting to the assignment of contract. If you have any questions, please feel free to call Mr. Wesley or Mrs. Benson at REW Landscape Corp. 407.328.9425 to discuss.

Very truly yours,


Rick Wesley

Falcon Trace Community Development District consents to the assignment of the contract from REW Landscape Corp. to SSS Down to Earth Opco, LLC d/b/a REW Lawn and Irrigation.

Signature: _____

Name: _____

Title: _____

Copies to:

Hopping Green & Sams PA
119 S. Monroe Street., Suite 300
Tallahassee, FL 32301
Attn: District Counsel

SECTION V

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FALCON TRACE 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 Falcon Trace 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 Orange County, 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 FALCON TRACE 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 19th day of January, 2022.

ATTEST:

**FALCON TRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

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

_____, 2022

Falcon Trace 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 Falcon Trace 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 [REDACTED]. 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: (407) 841-5524, email: jshowe@gmscfl.com).

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

Falcon Trace Community Development District
219 E. Livingston Street
Orlando, FL 32801

2. Email Address

jshowe@gmscfl.com

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 VI

NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT

An AGREEMENT made this 1st day of October 2021 between **AMY MERCADO, MBA**, as Orange County Property Appraiser (Property Appraiser) and **Falcon Trace CDD**, (Taxing Authority), and is effective upon acceptance by both parties and through September 30, 2022.

1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions necessary to enter into this agreement.

2. The Property Appraiser agrees to perform the following service for the Taxing Authority:

A. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2021 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar for Implementation of Non-Ad Valorem Assessment Roll.

B. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments. Provide subsequent files or reports at request of the Taxing Authority.

C. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and extend that amount against each parcel of real property as stipulated by Taxing Authority.

D. Include the Taxing Authority's non-ad valorem assessments on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.

E. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.

F. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.

3. Taxing Authority agrees to perform the following acts in connection with this agreement:

A. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and carry out its responsibilities under said sections.

B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar For Implementation Of Non-Ad Valorem Assessment Roll.

C. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.

D. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.

4. The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with up-to-date data concerning its boundaries, proposed assessments, and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the district's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.

5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming, or any other associated costs.

On 1st day of October 2021 an administrative fee will be invoiced to the Taxing Authority equivalent to **\$0** per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.

6. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar for Implementation of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.

7. This agreement constitutes the entire agreement between the parties and can only be modified in writing.

8. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.

9. All communications required by this agreement shall be in writing and sent by first class mail, email, or facsimile to the other party.

Notices to the Taxing Authority shall be addressed to:

Falcon Trace CDD
Jason Showe
Governmental Management Services
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771
jshowe@gmscfl.com
(407)841-5524 x106

Notices to the Property Appraiser shall be addressed to:

Carmen Crespo, Director, Accounting and Finance
Orange County Property Appraiser
200 S. Orange Ave., Suite 1700
Orlando, FL 32801
ccrespo@ocpafl.org
(407)836-5353

10.TERMINATION. This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.

ORANGE COUNTY PROPERTY APPRAISER

Signed_____

AMY MERCADO, MBA

Date_____

FALCON TRACE CDD

Name_____

Signed_____

Date_____

CALENDAR FOR IMPLEMENTATION OF NON-AD VALOREM ASSESSMENTS

On or about April 1st , Property Appraiser to provide the Taxing Authority with an electronic file that includes parcel ID and any other information applicable or requested. Taxing Authority may request this file at any time after January 1st, but must understand that many splits/ combos, annexations, etc., may not be reflected early in the tax year and subsequent files may be necessary. If any additional information is required at any time by Taxing Authority, it should be requested of the Property Appraiser by Taxing Authority, allowing for a reasonable turnaround time. The file shall be in an ascii file, text or excel file, unless another format is requested and agreed upon between parties.

June 1

- Property Appraiser distributes Best Estimate of Taxable Value to all Taxing Authorities.

July 1

- Property Appraiser certifies Preliminary tax roll to all taxing authorities.
- Taxing Authority reviews all assessments and provides final approval for Notice of Proposed Property Taxes (TRIM)

July 15

- Property Appraiser to invoice Administrative Fee for new parcels, if any, assessed and in excess of prior year certified non-ad valorem assessment roll parcel count.

August 4

- Taxing Authority adopts its proposed millage rate and submits to the Property Appraiser for TRIM.

August 24

- Last day Property Appraiser can mail TRIM notices to all property owners on the tax roll.

September 3 – October 3

- Taxing Authority holds initial and final public budget hearings.

September 15

- Taxing Authority certifies final non-ad valorem assessment roll to Property Appraiser on or before September 15 with any changes, additions, or deletions to the non-ad valorem assessment roll since the TRIM notices.

October

- Property Appraiser to mail Non-Ad Valorem Assessment Administration Agreement and invoice for non-ad valorem assessment processing for subsequent tax roll, based upon most recent certified non-ad valorem assessment roll parcel count.
- Property Appraiser delivers the Taxing Authority non-ad valorem assessment roll to the Tax Collector for collection of taxes on November 1 tax bills.

SECTION VII

**SWIM PROGRAM LICENSE AGREEMENT BETWEEN
FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT AND
SHARKS AND MINNOWS SWIM SCHOOL, INC.**

THIS AGREEMENT (the “**AGREEMENT**”) is entered into as of this 19th day of January, 2022 by and between:

FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Orange County, Florida, whose address is 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”); and

SHARKS AND MINNOWS SWIM SCHOOL, INC., a Florida corporation, whose address is 4201 Roanne Drive, Orlando, Florida 32817 (the “**Licensee**”).

RECITALS

WHEREAS, the District owns, operates and maintains certain recreational facilities, including a swimming pool facility, located at 13600 Hawk Lake Drive, Orlando, Florida 32837 (hereinafter referred to as the “**Pool Facilities**”); and

WHEREAS, the District desires to provide its residents and authorized users with access to recreational swimming programs that include swimming lessons; and

WHEREAS, the Licensee currently operates a swim school and has asked the Board of Supervisors of the District (the “**Board**”) for permission to operate swimming lessons at the Pool Facilities; and

WHEREAS, the Board agrees that it is to the benefit and in the best interest of the District to allow Licensee to provide swimming lessons at the Pool Facilities under the terms and conditions set forth herein.

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

1. Grant of License. The District hereby grants to Licensee a non-exclusive license to teach swimming lessons at the Pool Facilities based on the terms and conditions set forth herein (the “**License**”).

2. Term. The term of the License shall be from April 1, 2022 to October 10, 2022. The parties may renew the License for up to two (2) additional, one-year swim seasons in accordance with the terms and conditions agreed to by the parties at renewal.

3. Hours and Area of Use.

A. Subject to the approval of the District's recreational facilities manager (the "Manager"), the Licensee may teach swimming lessons at the Pool Facilities at the following times:

Monday to Friday: 10:00 a.m. to 7:00 p.m.

Saturday: 10:00 a.m. to 2:00 p.m.

B. Additional hours or revisions to the schedule may be authorized in writing by the Manager and the Licensee. The parties acknowledge that weather conditions may affect the use of the Pool Facilities and that the District shall have the right to temporarily close the Pool Facilities at any time due to inclement weather, including but not limited to rain, lightning, hail, and/or strong winds. Additionally, the District shall have the right to temporarily close the Pool Facilities at any time in the event that a danger to public health, safety or welfare exists. Licensee shall abide by the decision of the District as to the closure of the Pool Facilities, and shall be responsible for the safety of its employees, agents, representatives, students, guests and/or invitees during such times.

C. The swimming lessons shall be conducted in an area of the Pool Facilities that is designated by the Manager. Licensee shall not have exclusive use of the entirety of the Pool Facilities, but shall have exclusive use of the designated portion or area of the Pool Facilities.

4. Care of the Property. The Licensee agrees to use all due care to protect the property of the District, its residents, authorized users and guests from damage. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the Licensee's use of the Pool Facilities pursuant to this Agreement, including but not limited to use by its employees, agents, representatives, students, guests or invitees. Licensee shall repair any damage resulting from its operations under this Agreement within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District.

5. Professional Judgment. Licensee represents that it is qualified to conduct swimming lessons and that it will provide certified, trained and qualified instructors. Licensee further represents that its swimming instructors are certified as provided in section 514.071, *Florida Statutes*. Licensee shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in swimming instruction, including taking precautions for the safety of its employees, agents, representatives, students, guests and invitees. All minors taking swim instruction shall only do so with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any employee, agent, representative, student, guest or invitee of the Licensee while such persons are using the Pool Facilities. Accordingly, the Licensee shall obtain a waiver, executed by each of Licensee's students or their parent or guardian as applicable, acknowledging that the District is not responsible for or otherwise liable with respect to the safety of such student. Licensee shall remain an active Florida corporation in good standing during the term of this License.

6. Vouchers; Fees.

A. In consideration for the grant of the License, the Licensee agrees to provide the District with a total of ten (10) swimming lesson vouchers in the amount of Fifty Dollars (\$50.00) each, per session per year (the "Vouchers"). The District shall be the sole owner of said Vouchers and may distribute the Vouchers in its sole discretion. Licensee shall not be obligated to honor any un-used or non-scheduled Vouchers after the effective date of termination or expiration of this Agreement.

B. Licensee shall be entitled to establish and collect fees for persons desiring to participate in the swimming lessons that are provided pursuant to this Agreement. Licensee shall retain all such fees and be responsible for any and all taxes due relative to such fees. The District shall in no way be liable or responsible for any disputes relating to the fees charged by Licensee.

7. Capacity of Pool Facilities. Licensee shall determine the size of each swim class and the appropriate ratio of swim students to instructors; provided, however, that Licensee shall provide the accepted number of swim students per session to the Manager, and shall cooperate in good faith with the Manager to ensure that the capacity of the Pool Facilities is not exceeded. Manager shall make a good faith effort to minimize disruption to Licensee's scheduled activities, and the pool attendants, if any, agree to assist in keeping the designated area clear of other patrons so as not to disrupt the scheduled activities of the Licensee.

8. District Policies Apply. Licensee acknowledges that the District's recreational facilities, including the Pool Facilities, are open to use by residents and authorized users and their guests, and agrees to abide at all times by the District's rules and policies governing the use of such facilities. Licensee acknowledges that it has received a copy of the District's rules and policies.

9. Insurance and Indemnity.

A. Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$1,000,000 per occurrence, which shall include all claims and losses that may relate in any manner whatsoever to use of the Pool Facilities by the Licensee and its employees, agents, representatives, students, guests or invitees. The District shall be a named insured on such policy. Licensee shall provide continuous proof of such insurance coverage to the District if so requested by the District.

B. Licensee hereby agrees to indemnify and hold the District harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (including, without limitation, costs and reasonable attorneys' fees, paralegal fees and expert witness fees), arising from personal injury, death, or property damage resulting in any manner whatsoever from use of the Pool Facilities by the Licensee and its employees, agents, representatives, students, guests or invitees. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute.

10. Termination, Suspension or Revocation of License. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended, terminated or revoked upon forty-five (45) days' written notice, with or without cause, by either party. Moreover, the License may be suspended or terminated immediately for cause upon written notice to the breaching party; provided, however, that the parties agree to act in good faith to resolve any breach to the extent possible.

11. Enforcement of Agreement. In the event that either the District or the Licensee is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable

attorneys' fees, paralegal fees, expert witness fees and costs for trial, mediation, or appellate proceedings.

12. Controlling Law; Venue. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Orange County, Florida.

13. Severability. If any provision of this License shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

14. Non-Transfer. The License shall be for the sole use by Licensee and shall not be assigned or transferred without the prior written consent of the District, which consent shall be provided in its sole discretion. A transfer or assignment of all or any part of the License shall cause the License to become voidable, in the sole discretion of the District.

15. Public Records. Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with the District's Records Retention Policy and Florida law.

16. Entire Agreement. This is the entire agreement of the parties as it relates to the subject of this Agreement. This Agreement may not be amended except in writing signed by both parties.

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

ATTEST:

**FALCON TRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**SHARKS AND MINNOWS
SWIM SCHOOL, INC.**

Signature

By: _____
Its: _____

SECTION VII

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT ("**Agreement**") is made and entered into by and between the following parties:

- A. Falcon Trace Community Development District ("**Client**")
209 East Livingston Street
Orlando, Florida 32801

and

- B. Kutak Rock LLP ("**Kutak Rock**")
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client's Board of Supervisors.

III. CLIENT FILES

The files and work product materials ("**Client File**") of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client's expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. For the remainder of 2021, the regular hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Michael C. Eckert	\$350
Associates	\$260 - \$285
Paralegals	\$150

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. For in person attendance at board meetings, a flat fee is agreed. This flat fee includes meeting preparation, meeting attendance travel to and from the meeting, and routine meeting follow up. For the remainder of 2021, the flat fee per meeting is \$1648 plus expenses. Client agrees to an annual flat fee increase of not to exceed 3% per year without further Client consent and upon notice to Client.
- D. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- E. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- F. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law,

whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**FALCON TRACE COMMUNITY
DEVELOPMENT DISTRICT**

By: Sara Hurst

Its: Chairperson

Date: Nov. 7, 2021

KUTAK ROCK LLP

By: 

Its: Transitional Partner

Date: November 15, 2021

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

SECTION X

SECTION B

SECTION 1

Falcon Trace

Community Development District

Check Register Summary

October 1, 2021 to November 30, 2021

Fund	Date	Check No.'s	Amount
General Fund	10/11/21	4236 - 4240	\$ 4,842.38
	10/13/21	4241	\$ 171.50
	10/20/21	4242 - 4247	\$ 9,212.73
	10/28/21	4248 - 4249	\$ 7,487.81
	11/3/21	4250 - 4253	\$ 5,634.41
	11/4/21	4254	\$ 672.79
	11/17/21	4255 - 4257	\$ 6,750.80
			<hr/>
			\$ 34,772.42
Capital Projects Fund	10/13/21	44	\$ 27,700.00
			<hr/>
			\$ 27,700.00
Total			<hr/>
			\$ 62,472.42

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER					RUN 1/12/22		PAGE 2		
*** CHECK DATES 10/01/2021 - 11/30/2021 ***		FALCON TRACE CDD -GENERAL FUND									
		BANK A FALCON TRACE CDD									
CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #				
10/20/21	00015	9/22/21 125151 GENERAL COUNSEL	202108 310-51300-31500 AUG 21	HOPPING GREEN & SAMS	*	33.50	33.50 004244				
10/20/21	00019	9/30/21 04284030 NOT CDD MEETING	202109 310-51300-48000 9/28/21	ORLANDO SENTINEL	*	301.25	301.25 004245				
10/20/21	00022	10/14/21 374465 POOL CHEMICALS	202110 320-53800-47400	SPIES POOL, LLC	*	389.00	962.00 004246				
		10/14/21 374585 BULK BLEACH	202110 320-53800-47400		*	543.00					
		10/18/21 374696 TANK RENTAL FEE	202110 320-53800-47400		*	30.00					
10/20/21	00090	10/10/21 11412864 SECURITY MONITOR	202110 300-15500-10000 NOV 21	SAFE TOUCH SECURITY SYSTEMS	*	83.90	83.90 004247				
10/28/21	00027	10/26/21 624 POOL ATTENDANTS	202110 320-53800-12200 OCT 21	GOVERNMENTAL MANAGEMENT SERVICES	*	7,403.91	7,403.91 004248				
10/28/21	00090	4/10/21 11032949 SECURITY MONITOR	202105 320-53800-34500 MAY 21	SAFE TOUCH SECURITY SYSTEMS	*	83.90	83.90 004249				
11/03/21	00112	10/22/21 59117764 REPAIR FLUSHOMETERS	202110 320-53800-47600	R.J.KIELTY PLUMBING HEATING &	*	596.03	596.03 004250				
11/03/21	00100	11/01/21 6920 POOL MAINTENANCE	202111 320-53800-47400 NOV 21	ROBERTS POOL SERVICE AND REPAIR INC	*	650.00	650.00 004251				
11/03/21	00071	11/02/21 730979 LANDSCAPE MAINT	202111 320-53800-47500 NOV 21	REW LAWN & IRRIGATION	*	2,368.38	2,368.38 004252				
11/03/21	00022	10/12/21 375158 INSTALL SKID MUD CAPS	202110 320-53800-47400	SPIES POOL, LLC	*	1,825.00	2,020.00 004253				
		10/27/21 375363 REPAIR POOL MOTOR	202110 320-53800-47400		*	195.00					
FALC FALCON TRACE MBYINGTON											

FALC FALCON TRACE MBYINGTON

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
11/04/21	00112	8/16/21 55001162	202108 320-53800-47600	REPAIR COPPER WATER LINE	*	672.79	
				R.J.KIELTY PLUMBING HEATING &			672.79 004254
11/17/21	00089	11/03/21 30565	202110 320-53800-47600	BACKFLOW TESTING FY22	*	185.00	
				AARON'S BACKFLOW SERVICES, INC.			185.00 004255
11/17/21	00027	11/01/21 622	202111 310-51300-34000	MANAGEMENT FEES NOV 21	*	4,563.17	
		11/01/21 622	202111 310-51300-35200	WEBSITE ADMIN NOV 21	*	50.00	
		11/01/21 622	202111 310-51300-35100	INFORMATION TECH NOV 21	*	91.67	
		11/01/21 622	202111 310-51300-51000	OFFICE SUPPLIES NOV 21	*	15.00	
		11/01/21 622	202111 310-51300-42500	COPIES NOV 21	*	46.05	
		11/01/21 623	202111 320-53800-47500	FIELD MGMT NOV 21	*	1,710.08	
		11/01/21 623	202111 320-53800-47600	HOME DEPOT	*	5.93	
				GOVERNMENTAL MANAGEMENT SERVICES			6,481.90 004256
11/17/21	00090	11/10/21 11477122	202111 300-15500-10000	SECURITY MONITORING DEC21	*	83.90	
				SAFE TOUCH SECURITY SYSTEMS			83.90 004257
TOTAL FOR BANK A						34,772.42	
TOTAL FOR REGISTER						34,772.42	

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
10/13/21	00018	3/25/21 INV2153	202103 600-53800-60011		*	27,700.00	
		REPLACE METAL ROOF					
			XLR8 ROOFING & CONSTRUCTION				27,700.00 000044

						TOTAL FOR BANK C	27,700.00
						TOTAL FOR REGISTER	27,700.00

FALC FALCON TRACE MBYINGTON

SECTION 2

Falcon Trace
Community Development District

Unaudited Financial Reporting
November 30, 2021



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund</u>
3	<u>Capital Reserve Fund</u>
4	<u>Month to Month</u>
5	<u>Assessment Receipt Schedule</u>

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

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
<u>Cash:</u>			
Operating Account	\$ 155,440	\$ 253,450	\$ 408,890
<u>Investments:</u>			
State Board Administration	\$ 158,197	\$ -	\$ 158,197
Prepaid Expenses	\$ 84	\$ -	\$ 84
Total Assets	\$ 313,721	\$ 253,450	\$ 567,171
Liabilities:			
Accounts Payable	\$ 5,797	\$ -	\$ 5,797
Total Liabilites	\$ 5,797	\$ -	\$ 5,797
Fund Balance:			
Assigned for:			
Capital Reserves	\$ -	\$ 253,450	\$ 253,450
Nonspendable:			
Deposits and Prepaid Items	\$ 84	\$ -	\$ 84
Unassigned	\$ 307,840	\$ -	\$ 307,840
Total Fund Balances	\$ 307,924	\$ 253,450	\$ 561,374
Total Liabilities & Fund Balance	\$ 313,721	\$ 253,450	\$ 567,171

Falcon Trace
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2021

	Adopted Budget	Prorated Budget Thru 11/30/21	Actual Thru 11/30/21	Variance
Revenues:				
Maintenance Assessments	\$ 355,855	\$ 23,403	\$ 23,403	\$ -
Miscellaneous Income	\$ 100	\$ 100	\$ 350	\$ 250
Interest Income	\$ 100	\$ 17	\$ 26	\$ 9
Total Revenues	\$ 356,055	\$ 23,520	\$ 23,779	\$ 259
Expenditures:				
<u>General & Administrative:</u>				
Supervisors Fees	\$ 8,000	\$ 1,000	\$ 800	\$ 200
FICA Expense	\$ 612	\$ 77	\$ 61	\$ 15
Engineering Fees	\$ 1,000	\$ 167	\$ -	\$ 167
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Attorney Fees	\$ 18,800	\$ 3,133	\$ 1,995	\$ 1,139
Annual Audit	\$ 3,500	\$ -	\$ -	\$ -
Management Fees	\$ 54,758	\$ 9,126	\$ 9,126	\$ (0)
Information Technology	\$ 1,100	\$ 183	\$ 183	\$ (0)
Website Maintenance	\$ 600	\$ 100	\$ 100	\$ -
Telephone	\$ 50	\$ 8	\$ -	\$ 8
Postage	\$ 800	\$ 133	\$ 6	\$ 128
Printing and Binding	\$ 600	\$ 100	\$ 46	\$ 54
Insurance	\$ 12,613	\$ 12,613	\$ 11,868	\$ 745
Legal Advertising	\$ 2,500	\$ 417	\$ -	\$ 417
Contingency	\$ 2,000	\$ 333	\$ 96	\$ 237
Property Appraiser	\$ 1,000	\$ -	\$ -	\$ -
Office Supplies	\$ 350	\$ 58	\$ 15	\$ 43
Dues, Licenses, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Subtotal General & Administrative	\$ 113,458	\$ 32,624	\$ 29,472	\$ 3,152
<u>Operations & Maintenance</u>				
Field Management	\$ 20,521	\$ 3,420	\$ 3,420	\$ (0)
Property Insurance	\$ 9,711	\$ 9,711	\$ 9,137	\$ 574
Pool Staff Payroll	\$ 80,628	\$ 13,438	\$ 10,002	\$ 3,436
Security	\$ 1,500	\$ 250	\$ 168	\$ 82
Telephone Expense	\$ 2,880	\$ 480	\$ 457	\$ 23
Electric	\$ 16,500	\$ 2,750	\$ 3,139	\$ (389)
Irrigation/Water	\$ 13,500	\$ 2,250	\$ 896	\$ 1,354
Lake Maintenance	\$ 9,800	\$ 1,633	\$ 800	\$ 833
Pest Control	\$ 650	\$ 108	\$ -	\$ 108
Pool Maintenance	\$ 30,820	\$ 5,137	\$ 6,492	\$ (1,355)
Grounds Maintenance	\$ 34,354	\$ 5,726	\$ 4,737	\$ 989
General Facility Maintenance	\$ 35,000	\$ 5,833	\$ 801	\$ 5,032
Refuse Service	\$ 6,700	\$ 1,117	\$ 1,144	\$ (27)
Field Contingency	\$ 6,000	\$ 1,000	\$ -	\$ 1,000
Subtotal Operations & Maintenance	\$ 268,564	\$ 52,853	\$ 41,191	\$ 11,662
Total Expenditures	\$ 382,022	\$ 85,477	\$ 70,663	\$ 14,814
Excess (Deficiency) of Revenues over Expenditures	\$ (25,967)		\$ (46,884)	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out) - Capital Reserve	\$ (19,045)	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ (19,045)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (45,012)		\$ (46,884)	
Fund Balance - Beginning	\$ 45,012		\$ 354,808	
Fund Balance - Ending	\$ -		\$ 307,924	

Falcon Trace
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
Revenues				
Interest	\$ 150	\$ 25	\$ 2	\$ (23)
Total Revenues	\$ 150	\$ 25	\$ 2	\$ (23)
Expenditures:				
Contingency	\$ -	\$ -	\$ 30	\$ (30)
Landscape Improvements	\$ 15,000	\$ -	\$ -	\$ -
Restroom Counters	\$ 7,000	\$ -	\$ -	\$ -
Pool Deck Resurfacing	\$ 40,000	\$ -	\$ -	\$ -
Fence/Security	\$ 40,000	\$ -	\$ -	\$ -
Painting	\$ 10,000	\$ -	\$ -	\$ -
Miscellaneous	\$ 10,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 122,000	\$ -	\$ 30	\$ (30)
Excess (Deficiency) of Revenues over Expenditures	\$ (121,850)		\$ (28)	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ 19,045	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ 19,045	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (102,805)		\$ (28)	
Fund Balance - Beginning	\$ 235,947		\$ 253,477	
Fund Balance - Ending	\$ 133,142		\$ 253,450	

Falcon Trace
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	\$ -	\$ 23,403	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	23,403
Miscellaneous Income	\$ 350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	350
Interest Income	\$ 13	\$ 13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	26
Total Revenues	\$ 363	\$ 23,416	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	23,779
Expenditures:													
<u>General & Administrative:</u>													
Supervisors Fees	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	800
FICA Expense	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	61
Engineering Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Attorney Fees	\$ 1,960	\$ 35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,995
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 4,563	\$ 4,563	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9,126
Information Technology	\$ 92	\$ 92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	183
Website Maintenance	\$ 50	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6
Printing and Binding	\$ -	\$ 46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	46
Insurance	\$ 11,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	11,868
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ 38	\$ 58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	96
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Office Supplies	\$ 0	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	15
Dues, Licenses, & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Subtotal General & Administrative	\$ 24,613	\$ 4,859	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	29,472
<u>Operations & Maintenance</u>													
Field Management	\$ 1,710	\$ 1,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,420
Property Insurance	\$ 9,137	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9,137
Pool Staff Payroll	\$ 7,404	\$ 2,598	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10,002
Security	\$ 84	\$ 84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	168
Telephone Expense	\$ 229	\$ 228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	457
Electric	\$ 1,638	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,139
Irrigation/Water	\$ -	\$ 896	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	896
Lake Maintenance	\$ 400	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	800
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pool Maintenance	\$ 4,932	\$ 1,559	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,492
Grounds Maintenance	\$ 2,368	\$ 2,368	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,737
General Facility Maintenance	\$ 795	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	801
Refuse Service	\$ 568	\$ 575	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,144
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Operations & Maintenance	\$ 29,266	\$ 11,925	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	41,191
Total Expenditures	\$ 53,879	\$ 16,784	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	70,663
Excess Revenues (Expenditures)	\$ (53,516)	\$ 6,632	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(46,884)
Other Financing Sources/Uses:													
Transfer In/(Out) - Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ (53,516)	\$ 6,632	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(46,884)

Falcon Trace
Community Development District
Assessment Receipt Schedule
Fiscal Year 2022

Gross Assessments	\$	378,569.40	\$	378,569.40
Net Assessments	\$	355,855.24	\$	355,855.24

ON ROLL ASSESSMENTS

100.00% 100.00%

<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>Total</i>
11/8/21	1	\$ 3,432.03	\$ -	\$ (174.68)	\$ -	\$ 3,257.35	\$ 3,257.35	\$ 3,257.35
11/15/21	2	\$ 4,616.70	\$ -	\$ (184.69)	\$ -	\$ 4,432.01	\$ 4,432.01	\$ 4,432.01
11/22/21	3	\$ 16,368.30	\$ -	\$ (654.81)	\$ -	\$ 15,713.49	\$ 15,713.49	\$ 15,713.49
TOTAL		\$ 24,417.03	\$ -	\$ (1,014.18)	\$ -	\$ 23,402.85	\$ 23,402.85	\$ 23,402.85

6%	Gross Percent Collected
\$354,152.37	Balance Remaining to Collect

SECTION 3

*This item will be provided under
separate cover*