

*Falcon Trace Community  
Development District*

*Agenda*

*March 9, 2022*

# AGENDA

# *Falcon Trace*

## *Community Development District*

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219 East Livingston Street, Orlando, FL 32801

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

March 2, 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, March 9, 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 January 19, 2022 Meeting
- IV. Review and Acceptance of Fiscal Year 2021 Draft Audit Report
- V. Ratification of Agreement for Deck Repair Services with C & E Landscaping and Painting, LLC
- VI. Consideration of Proposals for Bathroom Counters
- VII. Consideration of Proposals for Fencing
- VIII. 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
- IX. Supervisor's Requests
- X. Adjournment

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

The third order of business is the approval of the minutes from the January 19, 2022 meeting. The minutes are enclosed for your review.

The fourth order of business is Review and Acceptance of Fiscal Year 2021 Draft Audit Report. A copy of the audit is enclosed for your review.

The fifth order of business is Ratification of Agreement for Deck Repair Services with C & E Landscaping and Painting, LLC. A copy of the agreement is enclosed for your review.

The sixth order of business is consideration Proposals for Bathroom Counters. Copies of the proposals will be provided under separate cover.

The seventh order of business is consideration Proposals for Fencing. Copies of the proposals will be provided under separate cover.

Section B of the eighth 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, January 19, 2022 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
Marshall Tindell	Field Manager
Logan Smith	GMS
David Tuel	Head Pool Attendant

*The following is a summary of the discussions and actions taken at the January 19, 2022 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**

A resident stated there is graffiti coming in that needs to be removed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the October 20, 2021 Meeting**

On MOTION by Ms. Hurst seconded by Ms. Stark with all in favor the minutes of the October 20, 2021 meeting were approved as presented.

**FOURTH ORDER OF BUSINESS**

**Consideration of REW Landscape Corp. Consent of Assignment Letter**

Mr. Showe stated the next item is consent of assignment from REW Landscape Corp. to Down to Earth. Based on our conversation with them they are going to continue to operate as REW for about three years and don't expect to have any changes.

Mr. Eckert stated I don't have any concerns except to the extent if there is any kind of existing disputes or claims between the District and the landscaper or a personal injury case or claims that have happened since the last landscaper was there and they remain unresolved but as long as you don't have those issues, I don't have a concern with the assignment.

On MOTION by Ms. Hurst seconded by Ms. Baron with all in favor the consent of assignment letter to SSS Down to Earth Opco LLC d/b/a REW Lawn and Irrigation was approved.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-01 Adopting Prompt Payment Policies**

Mr. Eckert stated this is administrative in nature. There were some changes to the Florida Statutes last legislative session, the main one being if the District is late in its payments to certain contractors the amount you have to pay as a penalty is 2% per month instead of 1% per month. That is a statutory change, not something you can do anything about. It is really important when we get an invoice that it is disputed correctly if there is an actual dispute because of not following the procedure would end up being twice as costly as it used to be.

On MOTION by Ms. Stark seconded by Ms. Miller with all in favor Resolution 2022-01 Adopting Prompt Payment Policies was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser**

Mr. Showe stated next is the non-ad valorem assessment administration agreement with the Orange County Property Appraiser to collect our assessments on the tax bill.

On MOTION by Ms. Hurst seconded by Ms. Miller with all in favor the non-ad valorem assessment administration agreement with the Orange County Property Appraiser was approved.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Swim Program License Agreement with Sharks & Minnows Swim School**

Mr. Showe stated next is the swim program license agreement with the Sharks & Minnows for the upcoming year. They kept the same terms, which is \$50 off all Falcon Trace residents.

Mr. Tuel stated we used 48 of the 50 vouchers which is the most we ever used since they started.

On MOTION by Ms. Hurst seconded by Ms. Baron with all in favor the license agreement with the Sharks & Minnows Swim School was approved.

**EIGHTH ORDER OF BUSINESS**

**Ratification of Fee Agreement with Kutak Rock LLP**

Mr. Showe stated based on the discussion at the last Board meeting this was signed and we are asking the Board to ratify that action.

On MOTION by Ms. Baron seconded by Ms. Miller with all in favor the fee agreement with Kutak Rock LLP was ratified.

**NINTH ORDER OF BUSINESS**

**Discussion of Outdoor Exercise Classes at Amenity Center**

Mr. Showe stated we have a request of a resident to teach an outdoor fitness class, probably in one of the grass areas on this side. I let them know they can't use the field because it is a dry retention pond. I don't know that this is something we would recommend but wanted to



bring it to the Board. We let her know that if the Board was amenable there are some terms we recommend, one would be to limit the class to specific times, she would need to provide full insurance and indemnity, she would be required to give 10% of the revenue back to the District.

Ms. Miller asked does she have any other activities with another development?

Mr. Showe responded not that I'm aware of.

Ms. Hurst stated I went on her website and it appears to be more about empowering relationships, specifically mother/daughter and becoming strong women with positive outlooks. The only thing that was of concern to me was when it said space near the pool area, if she is outside the fence, it is more amenable to me than inside the fence.

Ms. Miller asked how many people in a session and what time is she thinking about doing this?

Mr. Showe stated I wanted to see if this was something the Board would do before I got all the details.

Ms. Miller stated we have to explore a little more and that will open it up for other groups to request other things.

Ms. Baron stated she is bringing in a speaker and I don't know how the residents in the area will feel about that.

Ms. Hurst stated my concern was noise. We are all leaning towards this doesn't feel right.

Mr. Showe stated if there is no support from the Board, I will let her know that the Board was not supportive of the program at this time.

**TENTH ORDER OF BUSINESS**

**Discussion of March Meeting Date**

On MOTION by Ms. Hurst seconded by Ms. Stark with all in favor the March meeting was moved to March 9, 2022.

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There being none, the next item followed.

**B. Manager**

**i. Approval of Check Register**

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

**ii. Balance Sheet and Income Statement**

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

**iii. Action Items List**

Mr. Showe stated we are still trying to find a vendor for the fencing at the tennis court as well as the deck resurfacing and bathroom counters.

**iv. Field Manager’s Report**

There being none, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Supervisor’s Requests**

There being none,

On MOTION by Ms. Miller seconded by Ms. Stark with all in favor the meeting adjourned at 6:30 p.m.

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

\_\_\_\_\_  
Chair/Vice Chair

# SECTION IV

**FALCON TRACE  
COMMUNITY DEVELOPMENT DISTRICT  
ORANGE COUNTY, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2021**

**DRAFT**

**FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT  
ORANGE COUNTY, FLORIDA**

**TABLE OF CONTENTS**

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-6
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements:	
Statement of Net Position	7
Statement of Activities	8
Fund Financial Statements:	
Balance Sheet – Governmental Funds	9
Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position	10
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	11
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	12
Notes to the Financial Statements	13-19
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund	20
Notes to Required Supplementary Information	21
OTHER INFORMATION	
Data Elements required by FL Statute 218.39 (3) (c)	22
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	23-24
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	25
MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550 OF THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	26-27

## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Falcon Trace Community Development District  
Orange County, Florida

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Falcon Trace Community Development District, Orange County, Florida ("District") as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. 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 believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2021, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The information for compliance with FL Statute 218.39 (3) (c) is not a required part of the basic financial statements. The information for compliance with FL Statute 218.39 (3) (c) has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

## **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated **Xxxx, 2022**, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

**Xxxx, 2022**

## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Falcon Trace Community Development District, Orange County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2021. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the fiscal year ended September 30, 2021 resulting in a net position balance of \$1,133,229.
- The change in the District's total net position in comparison with the prior fiscal year was (\$43,076), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2021, the District's governmental funds reported combined ending fund balances of \$608,286, a decrease of (\$43,422) in comparison with the prior fiscal year. A portion of fund balance is non-spendable for prepaid items, assigned to capital reserves and subsequent year's expenditures, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

#### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

### OVERVIEW OF FINANCIAL STATEMENTS (Continued)

#### Governmental Funds



Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two individual governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

#### Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

#### GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION	
	SEPTEMBER 30,	
	2021	2020
Current and other assets	\$ 639,122	\$ 662,409
Capital assets, net of depreciation	524,943	524,597
Total assets	1,164,065	1,187,006
Current liabilities	30,836	10,701
Total liabilities	30,836	10,701
Net position		
Investment in capital assets	524,943	524,597
Unrestricted	608,286	651,708
Total net position	\$ 1,133,229	\$ 1,176,305

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which the cost of operations and depreciation expense exceeded ongoing program revenues.

Key elements of the change in net position are reflected in the following table:

	CHANGES IN NET POSITION FOR THE FISCAL YEAR END SEPTEMBER 30,	
	2021	2020
Revenues:		
Program revenues		
Charges for services	\$ 364,991	\$ 789,242
Operating grants and contributions	-	259
Capital grants and contributions	29	70
General revenues	1,050	777
Total revenues	<u>366,070</u>	<u>790,348</u>
Expenses:		
General government	95,711	108,324
Maintenance and operations	313,435	415,998
Interest	-	22,274
Total expenses	<u>409,146</u>	<u>546,596</u>
Change in net position	<u>(43,076)</u>	<u>243,752</u>
Net position - beginning	<u>1,176,305</u>	<u>932,553</u>
Net position - ending	<u>\$ 1,133,229</u>	<u>\$ 1,176,305</u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2021 was \$409,146. The costs of the District's activities were primarily funded by program revenues, which were mostly comprised of assessment revenue. The District also received funds from investment earnings and miscellaneous revenues which are also included in program revenues. The decrease in program revenues was due to a decrease in assessments as the Bonds were paid off in the prior year. The majority of the change in expenses results from the decrease in maintenance and operation costs.

## GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendment that increases the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2021.

## CAPITAL ASSETS

At September 30, 2021, the District had \$1,902,417 invested in capital assets for its governmental activities. In the government-wide financial statements, depreciation of \$1,377,474 has been taken, which resulted in a net book value of \$524,943. More detailed information about the District's capital assets is presented in the notes of the financial statements.

## ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Falcon Trace Community Development District's Finance Department at 219 E. Livingston St., Orlando, Florida 32801.

**FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT  
ORANGE COUNTY, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2021**

	Governmental Activities
<b>ASSETS</b>	
Cash	\$ 454,059
Investments	158,171
Assessments receivable	440
Prepays	26,452
Capital assets:	
Depreciable, net	524,943
Total assets	1,164,065
 <b>LIABILITIES</b>	
Accounts payable	30,836
Total liabilities	30,836
 <b>NET POSITION</b>	
Investment in capital assets	524,943
Unrestricted	608,286
Total net position	\$ 1,133,229

See notes to the financial statements

**FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT  
ORANGE COUNTY, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

<u>Functions/Programs</u>	Program Revenues			Net (Expense) Revenue and Changes in Net Position
<u>Expenses</u>	<u>Charges for Services</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>	
Primary government:				
Governmental activities:				
General government	\$ 95,711	\$ 95,711	\$ -	\$ -
Maintenance and operations	313,435	269,280	29	(44,126)
Total governmental activities	409,146	364,991	29	(44,126)
		General revenues:		
		Unrestricted investment earnings	154	
		Miscellaneous	896	
		Total general revenues	1,050	
		Change in net position	(43,076)	
		Net position - beginning	1,176,305	
		Net position - ending	\$ 1,133,229	

See notes to the financial statements

**FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT  
ORANGE COUNTY, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2021**

	Major Funds		Total Governmental Funds
	General	Capital Projects	
<b>ASSETS</b>			
Cash	\$ 172,882	\$ 281,177	\$ 454,059
Investments	158,171	-	158,171
Assessments receivable	440	-	440
Prepays	26,452	-	26,452
Total assets	\$ 357,945	\$ 281,177	\$ 639,122
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 3,136	27,700	\$ 30,836
Total liabilities	3,136	27,700	30,836
Fund balances:			
Nonspendable:			
Prepaid items	26,452	-	26,452
Assigned:			
Capital reserves	-	253,477	253,477
Subsequent year's expenditures	45,012	-	45,012
Unassigned	283,345	-	283,345
Total fund balances	354,809	253,477	608,286
Total liabilities and fund balances	\$ 357,945	\$ 281,177	\$ 639,122

See notes to the financial statements

**FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT  
ORANGE COUNTY, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2021**

Fund balance - governmental funds \$ 608,286

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	1,902,417	
Accumulated depreciation	(1,377,474)	524,943
Net position of governmental activities		\$ 1,133,229

See notes to the financial statements

**FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT  
ORANGE COUNTY, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

	Major Funds		Total Governmental Funds
	General	Capital Projects	
<b>REVENUES</b>			
Assessments	\$ 364,991	\$ -	\$ 364,991
Interest	154	29	183
Miscellaneous revenue	896	-	896
Total revenues	<u>366,041</u>	<u>29</u>	<u>366,070</u>
<b>EXPENDITURES</b>			
Current:			
General government	95,711	-	95,711
Maintenance and operations	232,698	11,823	244,521
Capital outlay	-	69,260	69,260
Total expenditures	<u>328,409</u>	<u>81,083</u>	<u>409,492</u>
Excess (deficiency) of revenues over (under) expenditures	37,632	(81,054)	(43,422)
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers in (out)	(17,151)	17,151	-
Total other financing sources (uses)	<u>(17,151)</u>	<u>17,151</u>	<u>-</u>
Net change in fund balances	20,481	(63,903)	(43,422)
Fund balances - beginning	<u>334,328</u>	<u>317,380</u>	<u>651,708</u>
Fund balances - ending	<u>\$ 354,809</u>	<u>\$ 253,477</u>	<u>\$ 608,286</u>

See notes to the financial statements



**FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT  
ORANGE COUNTY, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

Net change in fund balances - total governmental funds	\$ (43,422)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures, however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	69,260
Depreciation on capital assets is not recognized in the governmental fund financial statements but is reported as an expense in the statement of activities.	<u>(68,914)</u>
Change in net position of governmental activities	<u><u>\$ (43,076)</u></u>

See notes to the financial statements

**FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT  
ORANGE COUNTY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY**

Falcon Trace Community Development District ("District") was established on April 8, 1998 by the Orange County Board of County Commissioners, Ordinance 98-10 as amended by Ordinance 98-30, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides, among other things, the power to manage basic services for community development and to levy and assess non-ad valorem assessments for the financing and maintenance of improvements.

The District is governed by the Board of Supervisors ("Board") which is composed of five members. The Supervisors are elected on an at large basis by the qualified electors residing within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

**Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)**

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### **Assessments**

Assessments are non-ad valorem assessments on benefited property within the District. Operations and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

### **General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

### **Capital Projects Fund**

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District and for the accumulation of funds for capital reserves.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

### **Assets, Liabilities and Net Position or Equity**

#### **Restricted Assets**

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### **Deposits and Investments**

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Position or Equity (Continued)

#### Deposits and Investments (Continued)

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

The State Board of Administration's ("SBA") Local Government Surplus Funds Trust Fund ("Florida PRIME") is a "2a-7 like" pool. A "2a-7 like" pool is an external investment pool that is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds. Thus, the pool operates essentially as a money market fund. The District has reported its investment in Florida PRIME at amortized cost for financial reporting purposes

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Infrastructure – recreational facilities	30
Equipment – recreational facilities	10

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**DRAFT**

## **Assets, Liabilities and Net Position or Equity (Continued)**

### Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

### Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will be recognized as an inflow of resources (revenue) until that time.

### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### Fund Equity/Net Position (Continued)

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

### **Other Disclosures**

#### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

## **NOTE 3 – BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds. All annual appropriations lapse at fiscal year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

## **NOTE 4 – DEPOSITS AND INVESTMENTS**

### **Deposits**

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

**NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)**

**Investments**

The District’s investments were held as follows at September 30, 2021:

Investment in Local Government Surplus Funds Trust Fund (Florida PRIME)	Amortized Cost	Credit Risk	Maturities
	\$ 158,171	S&P AAAm	Weighted average maturity: 48 days

*Credit risk* – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

*Concentration risk* – The District places no limit on the amount the District may invest in any one issuer.

*Interest rate risk* – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

*Fair Value Measurement* – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District’s investments have been reported at amortized cost above.

**NOTE 5 – INTERFUND TRANSFERS**

Interfund transfers for the fiscal year ended September 30, 2021 were as follows:

Fund	Transfer in	Transfer Out
General	\$ -	\$ 17,151
Capital projects	17,151	-
Total	\$ 17,151	\$ 17,151

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfer from the general fund to a capital reserve account were made to fund for future capital projects within the District.

## NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2021 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, being depreciated				
Infrastructure - recreational facilities	\$ 1,741,669	\$ 69,260	\$ -	\$ 1,810,929
Equipment - recreational facilities	91,488	-	-	91,488
Total capital assets, being depreciated	<u>1,833,157</u>	<u>69,260</u>	<u>-</u>	<u>1,902,417</u>
Less accumulated depreciation for:				
Infrastructure - recreational facilities	1,292,541	60,365	-	1,352,906
Equipment - recreational facilities	16,019	8,549	-	24,568
Total accumulated depreciation	<u>1,308,560</u>	<u>68,914</u>	<u>-</u>	<u>1,377,474</u>
Total capital assets, being depreciated, net	<u>524,597</u>	<u>346</u>	<u>-</u>	<u>524,943</u>
Governmental activities capital assets, net	<u>\$ 524,597</u>	<u>\$ 346</u>	<u>\$ -</u>	<u>\$ 524,943</u>

In the current fiscal year, depreciation was charged to the maintenance and operations function/program.

## NOTE 7 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

## NOTE 8 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.



**FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT  
ORANGE COUNTY, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>			
Assessments	\$ 355,855	\$ 364,991	\$ 9,136
Interest	-	154	154
Miscellaneous revenue	1,600	896	(704)
Total revenues	357,455	366,041	8,586
<b>EXPENDITURES</b>			
Current:			
General government	111,002	95,711	15,291
Maintenance and operations	229,943	232,698	(2,755)
Total expenditures	340,945	328,409	12,536
Excess (deficiency) of revenues over (under) expenditures	16,510	37,632	21,122
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers in (out)	(16,510)	(17,151)	(641)
Total other financing sources (uses)	(16,510)	(17,151)	(641)
Net change in fund balances	\$ -	20,481	\$ 20,481
Fund balance - beginning		334,328	
Fund balance - ending		\$ 354,809	

See notes to required supplementary information

**FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT  
ORANGE COUNTY, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed appropriations, is in the aggregate. Any budget amendment that increases the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2021.

**FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT  
OTHER INFORMATION – DATA ELEMENTS  
REQUIRED BY FL STATUTE 218.39(3)(C)  
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of district employees compensated at 9/30/2021	5
Number of independent contractors compensated in September 2021	8
Employee compensation for FYE 9/30/2021 (paid/accrued)	\$5,000
Independent contractor compensation for FYE 9/30/2021	\$334,567
Construction projects to begin on or after October 1; (>\$65K)	N/A
Budget variance report	See page 20 of annual financial report
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2021	Operations and maintenance - \$ 419.70
Special assessments collected FYE 9/30/2021	
Outstanding Bonds:	N/A

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Falcon Trace Community Development District  
Orange County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Falcon Trace Community Development District, Orange County, Florida ("District") as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated **Xxxx, 2022**.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Xxxx, 2022

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Falcon Trace Community Development District  
Orange County, Florida

We have examined Falcon Trace Community Development District, Orange County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2021. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2021.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Falcon Trace Community Development District, Orange County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Xxxx, 2022

**MANAGEMENT LETTER PURSUANT TO THE RULES OF  
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors  
Falcon Trace Community Development District  
Orange County, Florida

**Report on the Financial Statements**

We have audited the accompanying basic financial statements of Falcon Trace Community Development District, Orange County, Florida ("District") as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated **Xxxx, 2022**.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated **Xxxx, 2022**, should be considered in conjunction with this management letter.

**Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Falcon Trace Community Development District, Orange County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Falcon Trace Community Development District, Orange County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

**Xxxx, 2022**

## REPORT TO MANAGEMENT

### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2020.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2021.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2021.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2021. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 21.



# SECTION V

**AGREEMENT FOR DECK REPAIR SERVICES BETWEEN THE  
FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT  
AND C & E LANDSCAPING AND PAINTING, LLC**

**This Agreement** is made and entered into this 10th day of February, 2022, by and between:

**Falcon Trace Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Orange County, Florida, with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801 (“District”), and

**C & E Landscaping and Painting, LLC**, a Florida limited liability company, whose principal address is 1760 Citrus View Court, St. Cloud, Florida 34769 (“Contractor,” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including among other things, certain amenity facilities; and

**WHEREAS**, the District has a need to retain an independent contractor to perform certain pool deck repairs and improvements within common areas located within the District, as set forth in **Exhibit A**, including, without limitation, all materials and labor (“Services”); and

**WHEREAS**, Contractor represents that it is licensed, qualified and capable of providing the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement and the District desires to enter into this Agreement for same; and

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

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

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

**SECTION 2. SCOPE OF SERVICES; TERM.**

**A.** Contractor agrees to provide all materials, equipment, and labor necessary to perform the Services, as described in **Exhibit A**, attached hereto and incorporated herein by reference. The Services shall include any effort specifically required by this Agreement, and all other effort reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein.

- B.** Contractor shall begin the Services on a mutually acceptable date determined after consultation with the District Manager of his or her representative and shall begin no later than February 14, 2022 and be completed within fifteen (15) days of the start date, unless an extension is granted in writing by the District, in its sole discretion. Time is of the essence with respect to the Services. District may terminate this Agreement or any part thereof if such performance is not in material accordance with the specifications of this Agreement, including the schedule.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules and regulations.
- D.** Contractor agrees to perform the Services to the satisfaction of the District, in a first-class and workmanlike manner, and using the highest level of professional skill, care and diligence. Contractor shall perform the Services in accordance with industry standards and best practices, accepted standards of safety and the District's specifications as may be promulgated by the District from time to time.
- E.** In the event the District in its sole determination, finds that the Services provided by Contractor are not satisfactory to District, District shall have the right to immediately terminate this Agreement and shall only be responsible for payment of services satisfactorily completed and for materials actually rendered for the Services.
- F.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- G.** Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repairs for any damage resulting from Contractor's activities and work within twenty-four (24) hours and to complete such repairs within a reasonable amount of time.
- H.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to Contractor.

**SECTION 3. COMPENSATION.**

- A.** In exchange for the completion of the Services, the District shall pay Contractor Thirty-Eight Thousand Four Hundred Sixty Dollars (\$38,460.00) for the Services as identified in **Exhibit A**. The compensation shall be paid upon final completion and approval by the District of the Services in accordance with the Florida Local

Government Prompt Payment Act and the District's Prompt Payment Policy. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefit of the Services.

- B.** If the District should desire additional work or services in excess of the authorized amount in subsection (3)(A) of this Agreement, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
  
- C.** The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. WARRANTY.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, if any, and any other warranties as set forth in **Exhibit A**, all labor for Services provided by Contractor pursuant to this Agreement shall be warranted for one (1) year from the date of acceptance of the Services by the District. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient Services. If any of the Services are found to be defective, deficient, or not in accordance with the Agreement, Contractor shall promptly remedy such defective or deficient work or services, to the sole satisfaction of the District, and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

**SECTION 5. INSURANCE.**

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

Workers' Compensation

Statutory

General Liability

<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
<i>Automobile Liability (if applicable)</i>	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

- B.** The District, its agents, staff, consultants and supervisors shall be named as an additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C.** If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 6. INDEMNIFICATION.**

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, all as actually incurred.

**SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability

as set forth in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, permits, or ordinances, including but not limited to the requirements under the ADA for public accommodations. Strict compliance is required; should the Contractor fail to follow, keep, observe and perform all requirements as required by law, the Contractor shall indemnify, defend, and hold harmless the District, as set forth in Section 6, for any and all fines, judgments, penalties, legal fees or otherwise monies incurred due to Contractor's failure. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

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

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

**SECTION 11. TERMINATION.** The District agrees that Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for

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

**SECTION 12. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

**SECTION 13. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 14. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 15. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 16. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 17. AGREEMENT.** This instrument, together with **Exhibit A**, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. **Exhibit A** is incorporated herein only to the extent that it states the Services for the labor and materials to be provided under this Agreement. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.

**SECTION 18. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the

requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 20. NOTICES.** All notices, requests, consents and other communications under this Agreement (“Notice”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to District:** Falcon Trace CDD  
c/o Government Management Services  
219 E. Livingston Street  
Orlando, Florida 32801

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:** C & E Landscaping and Painting LLC  
1760 Citrus View Court  
St. Cloud, Florida 34769  
Attn: Carla Ortiz

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

**SECTION 21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 22. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State



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

**SECTION 23. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jason Showe (“Public Records Custodian”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [JSHOWE@GMSCFL.COM](mailto:JSHOWE@GMSCFL.COM), (407) 841-5524, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.**

**SECTION 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 25. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 26. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment

pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 27. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**SECTION 28. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Services, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

**ATTEST:**

**FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

Jason Showe  
Jason M. Showe  
Secretary / Assistant Secretary

Sara Hurst  
Sara Hurst  
Chairperson, Board of Supervisors

**WITNESS:**

**C & E LANDSCAPING AND  
PAINTING., a Florida limited liability  
company**

Eric Font  
By: Eric Font.

Carla Ortiz  
By: Carla Ortiz  
Its: Owner

**EXHIBIT A: Scope of Services**

## EXHIBIT A

Services	Price	Amount
<b>Exterior Services</b> Repair Pool Deck Surfaces and Paint Pressure wash all surfaces with high chlorine bleach .	\$31,000.00	\$31,000.00
<b>Repairing cracks on pool deck area</b> -Level Pool Deck floor where necessary -repairs will be made using Hydraulic cement produced by Fakrete(Quikrete); 4 buckets of 50lbs each - grind concrete to make a non-slip surface -apply stucco on areas that are repaired ** NOTE: Our company guarantees work done for a time frame of 12 months, but due to severe weather in Florida and being that it is a high trafficked area it may cause cracks on surface down the line. **	\$0.00	\$0.00
<b>-Painting entire pool deck area</b> -Colors to be chosen by client -20 five-gallon buckets of Behr Premium (textured low-luster enamel) Porch and Patio Anti slip Floor paint - Prime and Paint around pool deck .	\$0.00	\$0.00
<b>*Team Size: 5 employees</b> *Project Timeframe: work to be completed in a 15-day time frame (weather allowing if not it can add a couple more days) * All work areas will be completely cleaned and returned to normal state before project is completed *Project will commence by sections and seen all the way through before commencing on another section	\$0.00	\$0.00
<b>Total:</b>		\$31,000.00
<b>Amount Due (USD):</b>		<b>\$31,000.00</b>

Services	Quantity	Price	Amount
<b>Removal of original caulking on pool deck and replacement with new caulking</b> **Highly recommended removal of original caulking around area of pool deck and replacement with new caulking around pool deck allow area to dry for at least 48 hours.	1	\$2,500.00	\$2,500.00
<b>Replacement of feet informative tiles.</b> ** Three surface tiles with feet and inches are cracked and will be replaced with new tiles.	1	\$0.00	\$0.00
<b>Total:</b>			\$2,500.00
<b>Amount Due (USD):</b>			<b>\$2,500.00</b>

**Notes / Terms**

NOTE: THIS ESTIMATE INCLUDES LABOR AND ALL SUPPLIES NEEDED TO COMPLETE WORK.

Services	Quantity	Price	Amount
<b>EXTRA AREA PAINT WORK</b> Paint the extra area of the pool deck that is past the drainage area around the pool deck in patio area and covered area towards the bathrooms **this area was not included in the original estimate **	1	\$4,960.00	\$4,960.00
<b>Repair surface</b> Pressure wash entire area of pool deck, water tower, Patio and covered area surfaces, Repair cracks on surface of walkway towards bathrooms with caulking	1	\$0.00	\$0.00
<b>Total:</b>			\$4,960.00
<b>Amount Due (USD):</b>			<b>\$4,960.00</b>

<b>CARRIER :</b>	Granada Insurance Company	<b>DATE :</b>	02/10/2022
<b>PRODUCER :</b>	Pacific Crest Services, Inc.	<b>POLICY NUMBER :</b>	0185FL00159449
<b>PRODUCER CODE :</b>	5926		
<b>PHONE :</b>	9417474600		
<b>NAME INSURED :</b>	C&E Landscaping And Painting Llc		
<b>ADDRESS:</b>	1760 Citrus View Ct ,Saint Cloud ,FL-34769		

**EFFECTIVE DATE OF CHANGE :** 02/14/2022

**WAIVER OF SUBROGATION INCLUDED AT NO ADDITIONAL CHARGE**

**EXPLAIN INTEREST :**  Add

\* **NAME :** Falcon Trace Community Development District

\* **ADDRESS :** 219 E. Livingston

City:Orlando State:FL Zip:32801

\* **SPECIFY INTEREST :**

**CHARGES FOR ADDITIONAL INSURED - FULLY EARNED**

<b>Landlord - Premises insured rents or occupies</b>	\$50.00 PER ENTITY ADDED
<b>Leasing company of leased equipment</b>	\$50.00 PER ENTITY ADDED
<b>Work the insured performs for someone else</b>	\$100.00 PER ENTITY ADDED

**Amount Due : \$100.00 - Amount due will be billed on future installments**

# SECTION VI

*This item will be provided under  
separate cover*



# SECTION VII

*This item will be provided under  
separate cover*

# SECTION VIII

# SECTION B

# SECTION 1

# Falcon Trace

## Community Development District

### Check Register Summary

December 1, 2021 to February 28, 2022

Fund	Date	Check No.'s	Amount
General Fund	12/2/21	4258 - 4260	\$ 4,747.46
	12/7/21	4261 - 4264	\$ 3,633.38
	12/14/21	4265 - 4266	\$ 6,859.91
	1/6/22	4267 - 4272	\$ 13,353.81
	1/12/22	4273	\$ 4,708.76
	1/19/22	4274 - 4275	\$ 4,203.46
	1/21/22	4276	\$ 477.47
	1/25/22	4277 - 4279	\$ 3,113.90
	1/28/22	4280	\$ 1,011.00
	2/3/22	4281	\$ 2,979.35
	2/10/22	4282	\$ 6,483.19
	2/14/22	4283 - 4285	\$ 2,781.75
	2/24/22	4286 - 4288	\$ 5,686.76
			\$ 60,040.20
	Capital Projects Fund	2/10/22	45
		\$ 13,461.00	
<b>Total</b>			<b>\$ 73,501.20</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/02/21	00027	11/23/21 627	202111 320-53800-12200	POOL ATTENDANTS NOV 21	*	2,598.00	
				GOVERNMENTAL MANAGEMENT SERVICES			2,598.00 004258
12/02/21	00015	11/12/21 126088	202110 310-51300-31500	MONTHLY MEETING OCT 21	*	1,889.72	
		11/12/21 126088	202110 300-15500-10000	MONTHLY MEETING OCT 21	*	362.96-	
		11/17/21 126003	202110 310-51300-31500	GENERAL COUNSEL OCT 21	*	70.00	
				HOPPING GREEN & SAMS			1,596.76 004259
12/02/21	00022	11/10/21 375737	202111 320-53800-47400	SULFURIC/MURIATIC ACID	*	224.20	
		11/10/21 375834	202111 320-53800-47400	BULK BLEACH	*	328.50	
				SPIES POOL, LLC			552.70 004260
12/07/21	00079	11/30/21 13683	202111 320-53800-47000	LAKE MAINTENANCE NOV 21	*	400.00	
				AQUATIC WEED MANAGEMENT, INC.			400.00 004261
12/07/21	00100	11/29/21 6989	202112 320-53800-47400	POOL MAINTENANCE DEC 21	*	650.00	
				ROBERTS POOL SERVICE AND REPAIR INC			650.00 004262
12/07/21	00071	12/01/21 731201	202112 320-53800-47500	LANDSCAPE MAINT DEC 21	*	2,368.38	
				REW LANDSCAPE			2,368.38 004263
12/07/21	00022	11/13/21 376364	202111 320-53800-47400	REPLACED LOANER CAT	*	185.00	
		11/18/21 376074	202111 320-53800-47400	TANK RENTAL FEE	*	30.00	
				SPIES POOL, LLC			215.00 004264
12/14/21	00079	11/05/21 13585	202110 320-53800-47000	LAKE MAINTENANCE OCT 21	*	400.00	
				AQUATIC WEED MANAGEMENT, INC.			400.00 004265
12/14/21	00027	12/01/21 625	202112 310-51300-34000	MANAGEMENT FEE DEC 21	*	4,563.17	
		12/01/21 625	202112 310-51300-35200	WEBSITE ADMIN DEC 21	*	50.00	
		12/01/21 625	202112 310-51300-35100	INFORMATION TECH DEC 21	*	91.67	

FALC FALCON TRACE MBYINGTON

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
12/01/21		625		202112	310	51300	51000			*	.24		
			OFFICE SUPPLIES DEC 21										
12/01/21		625		202112	310	51300	42000			*	4.24		
			POSTAGE DEC 21										
12/01/21		626		202112	320	53800	12000			*	1,710.08		
			FIELD MANAGEMENT DEC 21										
12/01/21		626		202112	320	53800	49100			*	40.51		
			HOME DEPOT DEC 21										
GOVERNMENTAL MANAGEMENT SERVICES												6,459.91	004266
1/06/22	00079	12/26/21	13836	202112	320	53800	47000			*	400.00		
			LAKE MAINT DEC 21										
AQUATIC WEED MANAGEMENT, INC.												400.00	004267
1/06/22	00027	12/27/21	630	202112	320	53800	12200			*	1,775.01		
			POOL ATTENDANTS DEC 21										
GOVERNMENTAL MANAGEMENT SERVICES												1,775.01	004268
1/06/22	00113	12/16/21	2975247	202111	310	51300	31500			*	35.00		
			GENERAL COUNSEL NOV 21										
KUTAK ROCK LLP												35.00	004269
1/06/22	00100	1/01/22	7060	202201	320	53800	47400			*	650.00		
			POOL MAINT JAN 22										
ROBERTS POOL SERVICE AND REPAIR INC												650.00	004270
1/06/22	00022	12/01/21	376617	202112	320	53800	47400			*	477.95		
			POOL CHEMICALS										
		12/09/21	377063	202112	320	53800	47400			*	8,992.00		
			INSTALLED GOULDS PUMP										
		12/18/21	377406	202112	320	53800	47400			*	30.00		
			TANK RENTAL FEE										
		12/21/21	377540	202112	320	53800	47400			*	432.95		
			POOL CHEMICALS										
		12/21/21	377655	202112	320	53800	47400			*	477.00		
			BULK BLEACH										
SPIES POOL, LLC												10,409.90	004271
1/06/22	00090	12/10/21	11541274	202201	320	53800	34500			*	83.90		
			SECURITY MONITOR JAN 22										
SAFE TOUCH SECURITY SYSTEMS												83.90	004272
1/12/22	00027	1/01/22	628	202201	310	51300	34000			*	4,563.17		
			MANAGEMENT FEES JAN 22										
		1/01/22	628	202201	310	51300	35200			*	50.00		
			WEBSITE ADMIN JAN 22										



CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/01/22		628		202201	310-51300	35100	INFORMATION TECH JAN 22	*	91.67		
1/01/22		628		202201	310-51300	51000	OFFICE SUPPLIES JAN 22	*	.21		
1/01/22		628		202201	310-51300	42000	POSTAGE JAN 22	*	3.71		
GOVERNMENTAL MANAGEMENT SERVICES										4,708.76	004273
1/19/22	00027	1/01/22	629	202201	320-53800	12000	FIELD MGMT JAN 22	*	1,710.08		
		1/01/22	629	202201	320-53800	49100	PUBLIX	*	125.00		
GOVERNMENTAL MANAGEMENT SERVICES										1,835.08	004274
1/19/22	00114	1/01/22	INV11407	202201	320-53800	47500	LANDSCAPE MAINT JAN 22	*	2,368.38		
REW LAWN & IRRIGATION										2,368.38	004275
1/21/22	00115	9/11/20	34233376	202110	320-53800	47600	BACKFLOW TEST & SUPPLIES	*	477.47		
DBA FRANK GAY SERVICES LLC										477.47	004276
1/25/22	00012	1/03/22	21797	202201	310-51300	32200	AUDIT FYE 9/30/21	*	3,000.00		
GRAU AND ASSOCIATES										3,000.00	004277
1/25/22	00022	1/18/22	378434	202201	320-53800	47400	TANK RENTAL FEE	*	30.00		
SPIES POOL, LLC										30.00	004278
1/25/22	00090	1/10/22	11604799	202201	300-15500	10000	SECURITY MONITOR FEB 22	*	83.90		
SAFE TOUCH SECURITY SYSTEMS										83.90	004279
1/28/22	00113	1/19/22	2982007	202112	310-51300	31500	GENERAL COUNSEL - DEC 21	*	1,011.00		
KUTAK ROCK LLP										1,011.00	004280
2/03/22	00027	1/26/22	633	202201	320-53800	12200	POOL ATTENDANTS JAN 21	*	2,979.35		
GOVERNMENTAL MANAGEMENT SERVICES										2,979.35	004281
2/10/22	00027	2/01/22	631	202202	310-51300	34000	MANAGEMENT FEES FEB 22	*	4,563.17		
		2/01/22	631	202202	310-51300	35200	WEBSITE ADMIN FEB 22	*	50.00		

FALC FALCON TRACE MBYINGTON

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/01/22		631	202202	310	51300	35100				*	91.67		
									INFO TECHNOLOGY FEB 22				
2/01/22		631	202202	310	51300	51000				*	.45		
									OFFICE SUPPLIES				
2/01/22		631	202202	310	51300	42000				*	8.27		
									POSTAGE				
2/01/22		631	202202	310	51300	42500				*	59.55		
									COPIES				
2/01/22		632	202202	320	53800	12000				*	1,710.08		
									FIELD MANAGEMENT FEB 22				
									GOVERNMENTAL MANAGEMENT SERVICES			6,483.19	004282
2/14/22	00079	1/31/22	13919	202201	320	53800	47000			*	400.00		
									LAKE MAINTENANCE JAN 22				
		1/31/22	13920	202201	320	53800	47000			*	600.00		
									TRASH COLLECTION 1/7/22				
									AQUATIC WEED MANAGEMENT, INC.			1,000.00	004283
2/14/22	00100	2/01/22	7127	202202	320	53800	47400			*	650.00		
									POOL MAINTENANCE FEB 22				
									ROBERTS POOL SERVICE AND REPAIR INC			650.00	004284
2/14/22	00022	1/19/22	378544	202201	320	53800	47400			*	687.75		
									SULFURIC/MURIATIC ACID				
		1/19/22	378868	202201	320	53800	47400			*	444.00		
									BULK BLEACH				
									SPIES POOL, LLC			1,131.75	004285
2/24/22	00027	2/21/22	636	202202	320	53800	12200			*	2,783.38		
									POOL ATTENDANTS - FEB 22				
									GOVERNMENTAL MANAGEMENT SERVICES			2,783.38	004286
2/24/22	00113	2/17/22	3009672	202201	310	51300	31500			*	535.00		
									GENERAL COUNSEL - JAN 22				
									KUTAK ROCK LLP			535.00	004287
2/24/22	00071	2/01/22	117275	202202	320	53800	47500			*	2,368.38		
									LANDSCAPE MAINT - FEB 22				
									REW LANDSCAPE			2,368.38	004288
									TOTAL FOR BANK A		60,040.20		
									TOTAL FOR REGISTER		60,040.20		

FALC FALCON TRACE MBYINGTON

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/10/22	00022	2/10/22 02102022	202202 600-53800-60001 35% DEP-POOL DECK REPAIR	C & E LANDSCAPING & PAINTING LLC	*	13,461.00	13,461.00 000045
TOTAL FOR BANK C						13,461.00	
TOTAL FOR REGISTER						13,461.00	

FALC FALCON TRACE MBYINGTON

# SECTION 2

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

***Unaudited Financial Reporting***  
***January 31, 2022***



# Table of Contents

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

**Falcon Trace**  
**Community Development District**  
**Combined Balance Sheet**  
**January 31, 2022**

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>			
<u>Cash:</u>			
Operating Account	\$ 345,603	\$ 253,350	\$ 598,953
<u>Investments:</u>			
State Board Administration	\$ 158,234	\$ -	\$ 158,234
Due from Capital Reserve	\$ 8,992	\$ -	\$ 8,992
Prepaid Expenses	\$ 84	\$ -	\$ 84
<b>Total Assets</b>	<b>\$ 512,912</b>	<b>\$ 253,350</b>	<b>\$ 766,262</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 5,646	\$ -	\$ 5,646
Due to General Fund	\$ -	\$ 8,992	\$ 8,992
<b>Total Liabilities</b>	<b>\$ 5,646</b>	<b>\$ 8,992</b>	<b>\$ 14,638</b>
<b>Fund Balance:</b>			
Assigned for:			
Capital Reserves	\$ -	\$ 244,358	\$ 244,358
Nonspendable:			
Deposits and Prepaid Items	\$ 84	\$ -	\$ 84
Unassigned	\$ 507,182	\$ -	\$ 507,182
<b>Total Fund Balances</b>	<b>\$ 507,266</b>	<b>\$ 244,358</b>	<b>\$ 751,624</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 512,912</b>	<b>\$ 253,350</b>	<b>\$ 766,262</b>

# Falcon Trace

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
<b>Revenues:</b>				
Maintenance Assessments	\$ 355,855	\$ 262,736	\$ 262,736	\$ -
Miscellaneous Income	\$ 100	\$ 100	\$ 450	\$ 350
Interest Income	\$ 100	\$ 33	\$ 63	\$ 29
<b>Total Revenues</b>	<b>\$ 356,055</b>	<b>\$ 262,869</b>	<b>\$ 263,249</b>	<b>\$ 379</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisors Fees	\$ 8,000	\$ 2,000	\$ 1,800	\$ 200
FICA Expense	\$ 612	\$ 153	\$ 138	\$ 15
Engineering Fees	\$ 1,000	\$ 333	\$ -	\$ 333
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Attorney Fees	\$ 18,800	\$ 6,267	\$ 3,541	\$ 2,726
Annual Audit	\$ 3,500	\$ 3,500	\$ 3,000	\$ 500
Management Fees	\$ 54,758	\$ 18,253	\$ 18,253	\$ (0)
Information Technology	\$ 1,100	\$ 367	\$ 367	\$ (0)
Website Maintenance	\$ 600	\$ 200	\$ 200	\$ -
Telephone	\$ 50	\$ 17	\$ -	\$ 17
Postage	\$ 800	\$ 267	\$ 14	\$ 253
Printing and Binding	\$ 600	\$ 200	\$ 46	\$ 154
Insurance	\$ 12,613	\$ 12,613	\$ 11,868	\$ 745
Legal Advertising	\$ 2,500	\$ 833	\$ -	\$ 833
Contingency	\$ 2,000	\$ 667	\$ 184	\$ 483
Property Appraiser	\$ 1,000	\$ -	\$ -	\$ -
Office Supplies	\$ 350	\$ 117	\$ 16	\$ 101
Dues, Licenses, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Subtotal General &amp; Administrative</b>	<b>\$ 113,458</b>	<b>\$ 50,960</b>	<b>\$ 44,600</b>	<b>\$ 6,360</b>
<b><u>Operations &amp; Maintenance</u></b>				
Field Management	\$ 20,521	\$ 6,840	\$ 6,840	\$ (0)
Property Insurance	\$ 9,711	\$ 9,711	\$ 9,137	\$ 574
Pool Staff Payroll	\$ 80,628	\$ 26,876	\$ 14,756	\$ 12,120
Security	\$ 1,500	\$ 500	\$ 336	\$ 164
Telephone Expense	\$ 2,880	\$ 960	\$ 913	\$ 47
Electric	\$ 16,500	\$ 5,500	\$ 5,844	\$ (344)
Irrigation/Water	\$ 13,500	\$ 4,500	\$ 2,479	\$ 2,021
Lake Maintenance	\$ 9,800	\$ 3,267	\$ 2,200	\$ 1,067
Pest Control	\$ 650	\$ 217	\$ -	\$ 217
Pool Maintenance	\$ 30,820	\$ 10,273	\$ 10,465	\$ (192)
Grounds Maintenance	\$ 34,354	\$ 11,451	\$ 9,474	\$ 1,978
General Facility Maintenance	\$ 35,000	\$ 11,667	\$ 1,278	\$ 10,388
Refuse Service	\$ 6,700	\$ 2,233	\$ 2,303	\$ (70)
Field Contingency	\$ 6,000	\$ 2,000	\$ 166	\$ 1,834
<b>Subtotal Operations &amp; Maintenance</b>	<b>\$ 268,564</b>	<b>\$ 95,995</b>	<b>\$ 66,191</b>	<b>\$ 29,805</b>
<b>Total Expenditures</b>	<b>\$ 382,022</b>	<b>\$ 146,956</b>	<b>\$ 110,790</b>	<b>\$ 36,165</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (25,967)</b>		<b>\$ 152,458</b>	
<b><u>Other Financing Sources/(Uses):</u></b>				
Transfer In/(Out) - Capital Reserve	\$ (19,045)	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (19,045)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (45,012)</b>		<b>\$ 152,458</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 45,012</b>		<b>\$ 354,808</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 507,266</b>	



**Falcon Trace**  
**Community Development District**  
**Capital Reserve Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2022**

	Adopted Budget	Prorated Budget Thru 01/31/22	Actual Thru 01/31/22	Variance
<b>Revenues</b>				
Interest	\$ 150	\$ 50	\$ 9	\$ (41)
<b>Total Revenues</b>	<b>\$ 150</b>	<b>\$ 50</b>	<b>\$ 9</b>	<b>\$ (41)</b>
<b>Expenditures:</b>				
Contingency	\$ -	\$ -	\$ 136	\$ (136)
Landscape Improvements	\$ 15,000	\$ -	\$ -	\$ -
Restroom Counters	\$ 7,000	\$ -	\$ -	\$ -
Pool Deck Resurfacing	\$ 40,000	\$ -	\$ -	\$ -
Fence/Security	\$ 40,000	\$ -	\$ -	\$ -
Painting	\$ 10,000	\$ -	\$ -	\$ -
Miscellaneous	\$ 10,000	\$ 8,992	\$ 8,992	\$ -
<b>Total Expenditures</b>	<b>\$ 122,000</b>	<b>\$ 8,992</b>	<b>\$ 9,128</b>	<b>\$ (136)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (121,850)</b>		<b>\$ (9,119)</b>	
<b>Other Financing Sources/(Uses)</b>				
Transfer In/(Out)	\$ 19,045	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 19,045</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (102,805)</b>		<b>\$ (9,119)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 235,947</b>		<b>\$ 253,477</b>	
<b>Fund Balance - Ending</b>	<b>\$ 133,142</b>		<b>\$ 244,358</b>	

**Falcon Trace**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Maintenance Assessments	\$ -	\$ 23,403	\$ 80,587	\$ 158,747	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 262,736
Miscellaneous Income	\$ 350	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Interest Income	\$ 13	\$ 13	\$ 17	\$ 19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63
<b>Total Revenues</b>	<b>\$ 363</b>	<b>\$ 23,416</b>	<b>\$ 80,704</b>	<b>\$ 158,766</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 263,249</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisors Fees	\$ 800	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800
FICA Expense	\$ 61	\$ -	\$ -	\$ 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138
Engineering Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Attorney Fees	\$ 1,960	\$ 35	\$ 1,011	\$ 535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,541
Annual Audit	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
Management Fees	\$ 4,563	\$ 4,563	\$ 4,563	\$ 4,563	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,253
Information Technology	\$ 92	\$ 92	\$ 92	\$ 92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 367
Website Maintenance	\$ 50	\$ 50	\$ 50	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 6	\$ -	\$ 4	\$ 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14
Printing and Binding	\$ -	\$ 46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46
Insurance	\$ 11,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,868
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ 38	\$ 58	\$ 32	\$ 56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 184
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 0	\$ 15	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16
Dues, Licenses, & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Subtotal General &amp; Administrative</b>	<b>\$ 24,613</b>	<b>\$ 4,859</b>	<b>\$ 5,752</b>	<b>\$ 9,376</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 44,600</b>
<b>Operations &amp; Maintenance</b>													
Field Management	\$ 1,710	\$ 1,710	\$ 1,710	\$ 1,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,840
Property Insurance	\$ 9,137	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,137
Pool Staff Payroll	\$ 7,404	\$ 2,598	\$ 1,775	\$ 2,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,756
Security	\$ 84	\$ 84	\$ 84	\$ 84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 336
Telephone Expense	\$ 229	\$ 228	\$ 228	\$ 228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 913
Electric	\$ 1,638	\$ 1,500	\$ 1,425	\$ 1,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,844
Irrigation/Water	\$ -	\$ 896	\$ 1,583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,479
Lake Maintenance	\$ 400	\$ 400	\$ 400	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ 4,932	\$ 1,559	\$ 2,162	\$ 1,812	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,465
Grounds Maintenance	\$ 2,368	\$ 2,368	\$ 2,368	\$ 2,368	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,474
General Facility Maintenance	\$ 1,273	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,278
Refuse Service	\$ 568	\$ 575	\$ 580	\$ 580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,303
Field Contingency	\$ -	\$ -	\$ 41	\$ 125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166
<b>Subtotal Operations &amp; Maintenance</b>	<b>\$ 29,743</b>	<b>\$ 11,925</b>	<b>\$ 12,356</b>	<b>\$ 12,166</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 66,191</b>
<b>Total Expenditures</b>	<b>\$ 54,356</b>	<b>\$ 16,784</b>	<b>\$ 18,108</b>	<b>\$ 21,542</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 110,790</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (53,993)</b>	<b>\$ 6,632</b>	<b>\$ 62,596</b>	<b>\$ 137,224</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 152,458</b>
<b>Other Financing Sources/Uses:</b>													
Transfer In/(Out) - Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/Uses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (53,993)</b>	<b>\$ 6,632</b>	<b>\$ 62,596</b>	<b>\$ 137,224</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 152,458</b>

**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&amp;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
12/06/21	4	\$ 28,959.30	\$ -	\$ (1,158.51)	\$ -	\$ 27,800.79	\$ 27,800.79	\$ 27,800.79
12/13/21	5	\$ 41,130.60	\$ -	\$ (1,645.42)	\$ -	\$ 39,485.18	\$ 39,485.18	\$ 39,485.18
12/20/21	6	\$ 13,850.10	\$ -	\$ (554.07)	\$ 4.73	\$ 13,300.76	\$ 13,300.76	\$ 13,300.76
01/14/22	7	\$ 165,361.80	\$ -	\$ (6,615.26)	\$ -	\$ 158,746.54	\$ 158,746.54	\$ 158,746.54
<b>TOTAL</b>		<b>\$ 273,718.83</b>	<b>\$ -</b>	<b>\$ (10,987.44)</b>	<b>\$ 4.73</b>	<b>\$ 262,736.12</b>	<b>\$ 262,736.12</b>	<b>\$ 262,736.12</b>

<b>72%</b>	Gross Percent Collected
<b>\$104,850.57</b>	Balance Remaining to Collect

# SECTION 3

Falcon Trace  
Action Items

<b>Task</b>	<b>Status</b>	<b>Estimated Completion</b>
Gate/Access for Tennis/Basketball	Working on Proposals for March Meeting	Ongoing
Deck Resurfacing	<b>Completed</b>	<b>Completed</b>
Bathroom Counters	Working on Proposals for March Meeting	Ongoing