

***Falcon Trace  
Community Development District***

***Agenda***

***November 9, 2022***

# AGENDA

# *Falcon Trace*

## *Community Development District*

---

219 East Livingston Street, Orlando, FL 32801

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

November 2, 2022

Board of Supervisors  
Falcon Trace  
Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of **Falcon Trace Community Development District** will be held **Wednesday, November 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:

### **Board of Supervisors Meeting**

- I. Roll Call
- II. Public Comment Period
- III. Approval of the Minutes of the October 19, 2022, Board of Supervisors Meeting
- IV. Consideration of Resolution 2023-01 Relating to Public Records
- V. Consideration of Memorandum Regarding Surplus Property
- VI. Approval of CALM Proposal for Amenity Staffing
- VII. Appointment of Audit Committee and Chair
- VIII. Staff Reports
  - A. Attorney
    - Discussion of Florida Statute: Suspension and Termination of Access Rule- Draft
  - B. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
  - C. Field Manager's Report
    - i. Review of proposals
- IX. Supervisor's Requests
- X. Adjournment

### **Audit Committee Meeting**

- I. Roll Call
- II. Public Comment Period
- III. Audit Services
  - A. Approval of Request for Proposals and Selection Criteria
  - B. Approval of Notice of Request for Proposals for Audit Services
  - C. Public Announcement of Opportunity to Provide Audit Services
- IV. Adjournment

## ***Board of Supervisors Meeting***

# MINUTES

**MINUTES OF MEETING  
FALCON TRACE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Falcon Trace Community Development District was held Wednesday, **October 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  
Carole Miller  
Kathy Stark *by phone*  
Sue Marchesi Baron  
Perry Shaikh

Chairperson  
Vice Chairperson  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

Also Present were:

Jason Showe  
Mike Eckert *by phone*  
Jared Wright  
David Tuel  
Marcia Calleja  
Several Residents

District Manager  
District Counsel  
Field Operations  
Head Pool Attendant  
CALM

*The following is a summary of the discussions and actions taken at the October 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**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the August 17, 2022 Meeting**

On MOTION by Ms. Hurst seconded by Ms. Miller with all in favor the minutes of the August 17, 2022 meeting were approved as presented.

**FOURTH ORDER OF BUSINESS**

**Consideration of Landscape Maintenance Agreement Renewal – REW Lawn and Irrigation**

Mr. Showe stated next is consideration of an amendment to the agreement with REW, which is being drafted and reviewed by counsel. There is an increase of about 4%; we put 5% in the budget.

Ms. Miller asked are we looking at any other companies or is this it?

Mr. Showe responded this is the current company. The board has not given us direction to check other companies.

Ms. Miller stated I always thought we had two or three different proposals.

Mr. Showe stated we did when we initially hired them, we had several proposals and the board selected them. If you want us to go out for additional bids we can do that. This falls under the threshold of a formal RFP process.

Ms. Miller stated they are great on the lawn, I'm not so sure they are great on everything.

Mr. Wright stated I will get bids for your next meeting.

Mr. Showe stated you can approve this agreement, we have a 30-day termination provision and when we bring back bids and the board decides to terminate them, we can do that with 30-days' notice.

On MOTION by Ms. Hurst seconded by Ms. Stark with all in favor the proposal from REW Lawn and Irrigation for fiscal year 2023 in the monthly amount of \$2,456.75 was approved.

**FIFTH ORDER OF BUSINESS**

**Consideration of Lake Maintenance Services Renewal – Aquatic Weed**

Mr. Showe stated next is our continuing agreement with the lake vendor and there is no increase in price, just an extension of their term.

Ms. Miller stated they didn't have an increase and they do a good job, but I still think we should see who else is out there, but this proposal is fine.

On MOTION by Ms. Baron seconded by Ms. Miller with all in favor the proposal from Aquatic Weed for fiscal year 2023 services was approved.

## **SIXTH ORDER OF BUSINESS**

### **Consideration of Drainage Proposals, Basketball Courts**

#### **A. Consideration of Proposal from GMS**

#### **B. Consideration of Proposal from REW**

Mr. Wright stated we are having problems with drainage on the basketball courts where it is holding water in the corner and we are trying to alleviate that. We have a proposal from GMS for \$2,919 and from REW for \$3,195 to do the work.

Ms. Miller asked we know what REW is capable of doing, is this GMS' area of expertise?

Mr. Wright responded yes; we do this all the time. Clayton and I ran our own company doing drain installations and things like this. Our guys are more than capable and they have 15-20 years of experience in this field. The process would be to dig out the hole where we want the catch basins to be, use a trencher to dig the line for the piping and connect it, bury it and resod.

Ms. Baron asked is this double dipping for GMS if your company is bidding?

Mr. Showe stated no, we do this in a lot of our districts. We get competitive bids and we also have a maintenance division and that maintenance division is providing you a quote.

Ms. Miller asked do you see the other bids before you bid?

Mr. Wright responded no. Any time I'm going to bid for you, I generate my proposal get Clayton's approval for it make sure we are in the right price range then do a search for bids. I can provide my email chain to the board, so you know there is no foul play.

Ms. Miller stated I think that is appropriate. It would also be appropriate to put the number of people on the proposal such as three staff maintenance members assigned to this project. I feel more comfortable knowing the facts upfront that if and when something happens and you don't have the three, the supervisor will jump in and get the job done.

Ms. Hurst asked are we going to hold REW to the same standards?



Ms. Miller responded yes. That is one of the issues I have with REW.

Mr. Wright stated the more information I have for what you expect, that helps me.

On MOTION by Ms. Hurst seconded by Ms. Baron with all in favor the proposal from GMS in the amount of \$2,919.01 was approved.

## **SEVENTH ORDER OF BUSINESS**

### **Consideration of Proposal from CALM for Staffing Recreation Facility**

This item tabled to enable to board to have more time to review.

## **EIGHTH ORDER OF BUSINESS**

### **Appointment of Audit Committee**

Mr. Showe stated next is appointment of the audit committee. We have an audit committee meeting scheduled for November 9<sup>th</sup> and one on December 9<sup>th</sup>.

On MOTION by Ms. Hurst seconded by Ms. Baron with all in favor the board members were appointed to serve as the audit committee.

## **NINTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. Eckert stated one of the things we have been working on for all our districts is revising our disciplinary and suspension rule for amenities. A lot more issues have been arising in terms of damage to district property and challenges we are trying to overcome by recovering the costs of damages done by vandalism and things like that. We will present that at your next board meeting. We are doing it for a lot of districts and the cost is spread among the districts.

In terms of a conflict of interest it is not a legal conflict of interests, certainly it is a business consideration of the board but there are many communities where the district hires the same management company to manage all assets within the community that includes recreation as well as the field and things like that.

#### **B. Manager**

##### **i. Approval of Check Register**

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

**iii. Balance Sheet and Income Statement**

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

**C. Field Manager's Report**

Mr. Wright reviewed the field manager's report, copy of which was included in the agenda package.

It was the consensus of the board to have staff obtain additional proposals for survey services.

**TENTH ORDER OF BUSINESS****Supervisor's Requests**

Mr. Showe stated we have the audit committee meeting scheduled for November 9<sup>th</sup> and will schedule a board meeting for the same day.

Ms. Miller stated during the week when we are closed this place is chaos with soccer camps going on and some people think this is a dog park. When we are closed everyone knows we are closed then we have no recourse. Is there a way that we can have someone come during the week? Mike and Dave do it sometimes and pick up trash around the area, so people understand they are still being watched.

Ms. Hurst stated we can, it is just a cost we have to factor in and we have to find someone to do it.

Mr. Showe stated that is up to the board.

Ms. Miller stated that is why it is important for us to get this enclosure done on the basketball and tennis courts as soon as possible.

**ELEVENTH ORDER OF BUSINESS****Adjournment**

On MOTION by Ms. Hurst seconded by Ms. Miller with all in favor the meeting adjourned at 6:56 p.m.

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman

## SECTION IV

**MEMORANDUM**

**TO:** Falcon Trace Community Development District

**FROM:** Michael C. Eckert

**DATE:** November 9, 2022

**RE:** Retention Requirements for Transitory Messages and Electronic Records Updates

---

On May 19, 2010, the District approved Resolution 2010-03, adopting a policy relating to the retention and disposition of its public records. The District's Record Retention Policy currently remains in full force and effect. In order to ensure the District's record retention practices remain economically feasible and technologically practical, we are offering some clarification regarding the retention period for records of short-term value. Additionally, we propose modifications to designate the electronic record as the official record of the district and allow for disposal of paper duplicate copies unless prohibited by any law, rule or ordinance.

According to the *General Records Schedule for State and Local Government Agencies* ("GS1-SL")<sup>1</sup> with which all community development districts must comply, records retention requirements "apply to records regardless of the format in which they reside."<sup>2</sup> This means that electronic communications, which include emails, instant messages, text messages, multimedia messages, chat messages, social networking, voicemail/ voice messaging, or other communications via electronic messaging technology or device, must be retained in accordance with the applicable section of the GS1-SL. Retention periods for electronic communications "are determined by the content, nature, and purpose of records, and are set based on their legal, fiscal, administrative, and historical values, regardless of the format in which they reside or the method by which they are transmitted."<sup>3</sup>

Electronic communications "created primarily to communicate information of short-term value" may fall under the Transitory Messages schedule set forth in GS1-SL.<sup>4</sup> Transitory Messages do not "formalize or perpetuate knowledge and do not set policy, establish guidelines or

---

<sup>1</sup> Incorporated by reference in Rule 1B-24.003(1)(a), F.A.C.

<sup>2</sup> *General Records Schedule for State and Local Government Agencies*, Section V, Electronic Records.

<sup>3</sup> *Id.* at Records Retention Schedules, Electronic Communications.

<sup>4</sup> *Id.* at Records Retention Schedules, Transitory Messages, Item #146.

procedures, certify a transaction, or become a receipt.” Examples of Transitory Messages include, but are not limited to:

- reminder messages (“don’t forget the upcoming meeting”);
- email messages with short-lived or no administrative value (“thank you”)
- telephone messages lacking content (“Ms. Smith called – please return her call”);
- recipient copies of announcements of District sponsored events (“daily events email”); and,
- news releases received by the District strictly for informational purposes and unrelated to District programs or activities.

The retention requirement for Transitory Messages is “[r]etain until obsolete, superseded or administrative value is lost.”<sup>5</sup> For example, an email message notifying employees of an upcoming meeting would only have value until the meeting has been attended or the employee receiving the message has marked the date and time in the calendar, at which time the message could be disposed of. In other words, an electronic communication intended for short-term value does not need to be retained once it is no longer needed. Unlike most other public records, the District may dispose of a transitory message once it is obsolete, superseded, or has lost its administrative value without having to document the disposition of the record, unless the record has been microfilmed or scanned and will serve as the record copy.<sup>6</sup>

---

<sup>5</sup> *Id.*

<sup>6</sup> *See* Rule 1B-24.003(9)(d), F.A.C.

## RESOLUTION 2023-01

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT ADOPTING CERTAIN AMENDMENTS TO THE DISTRICT'S RECORD RETENTION POLICY; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the Falcon Trace Community Development District ("**District**") to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

**WHEREAS**, on May 19, 2010, the Board of Supervisors of Falcon Trace Community Development District ("**Board**"), adopted Resolution 2010-03 providing for the adoption of the District's Record Retention Policy ("**Policy**"); and

**WHEREAS**, the Policy requires the District "retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same"; and

**WHEREAS**, the Board finds that it is in the best interest of the District to amend the Record Retention Policy as described in more detail in paragraph 2 below; and

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

**1. CONFLICTS.** This Resolution is intended to amend, in part, Resolution 2010-03, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2010-03 that are not amended by this Resolution apply as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**2. AMENDMENT.** The Records Retention Policy is hereby amended by inserting the language indicated in single underlined text (indicated textually in the same manner as the following example: underlined text) and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken-text~~) as set forth herein:

The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), Florida Statutes, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, Florida Statutes, and the General Records Schedules established by the Division. However, the District hereby extends the minimum

retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with the General Records Schedule for State and Local Government Agencies, Item #146, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. The District hereby determines the electronic record shall be considered the official record of all public records relating to District business and any paper originals are designated as duplicates which may be disposed of unless prohibited by any law, rule or ordinance. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

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

**4. EFFECTIVE DATE.** This Resolution shall take effect as of November 9, 2022.

Introduced, considered favorably, and adopted this 9th day of November 2022.

**ATTEST:**

**FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

## SECTION V





## **MEMORANDUM**

TO: Falcon Trace CDD Board of Supervisors

FROM: Michael C. Eckert

DATE: November 1, 2022

RE: Proper Use of Surplus Property Resolutions

---

### **Summary**

The purpose of this memorandum is to provide the District guidance on when to use the Surplus Property Resolutions (**attached hereto as Exhibits A, B, and C**). Property may be classified as surplus if the District determines the property is obsolete or the continued use of the property is uneconomical or inefficient, or the property does not serve a useful function. Florida law provides Districts with two avenues for the disposal of surplus property – a procedure for offering the property to governmental units and nonprofits according to s. 274.05; and another, alternative procedure that is laid out in s. 274.06. The procedure for disposal under s. 274.05 is the same regardless of the surplus property's value (unlike s. 274.06, where the procedure changes if the surplus property is valued at \$5,000.00 or more). If the District does not want to follow the procedure outlined in s. 274.05, it must utilize s. 274.06, which has a different procedure for property valued under \$5,000.00 than it does for property that is valued at \$5,000.00 or more. Thus, the District must use one of three (3) resolutions (**attached hereto as Exhibits A, B, and C**) when disposing of surplus property.

### **Authorizing Disposition of Surplus Tangible Personal Property Pursuant To F.S. § 274.05<sup>1</sup>**

The District may want to use this Resolution if it wants to offer the surplus property for sale or donation to governmental units or nonprofit agencies. The District can use this Resolution to dispose of the surplus property if it has considered (i) the best interests of the District; (ii) the condition and value of the

---

<sup>1</sup> See Exhibit A

property; and (iii) the probability that the buyer or donee will want the property. The procedure is as follows: first, the surplus property must be offered to other governmental units within the District (such as schools) for sale or donation or to private 273.01 nonprofit agencies for sale or donation. *See* F.S. 273.01 for the definition of a 273.01 nonprofit:

“private nonprofit agency” means a nonprofit charitable organization, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual, which has been held to be tax-exempt under the provisions of s. 501 of the Internal Revenue Code of 1954, and which has as its principal mission:

- (a) Public health and welfare;
- (b) Education;
- (c) Environmental restoration and conservation;
- (d) Civil and human rights; or
- (e) The relief of human suffering and poverty.

Next, if the surplus property is offered for sale to these two entities and no bid has been received in a reasonable time, the District may then offer the surplus property to other governmental units outside the District or to any other private nonprofit agencies, as long as the offer discloses the value and condition of the property, the best bid is accepted, and the cost of shipping or transference of the property is paid by the buyer or donee. If the District chooses to use s. 274.05 to dispose of surplus property, the District should use the resolution attached hereto as **Exhibit A**.

If the District fails to succeed in the sale or donation of the surplus property following s. 274.05, it can follow the procedure laid out in s. 274.06, as described below. However, the District is not required to use s. 274.05 prior to using the alternative procedure found in s. 274.06.

#### **Authorizing Disposition of Surplus Tangible Personal Property Pursuant To F.S. § 274.06**

The District may elect to use this alternative procedure using its reasonable discretion, but still must consider the best interests of the District. The District has more potential buyers or donees utilizing s. 274.06: the surplus property may be offered for value (e.g., sold) to any person, the state (without bids), a governmental unit, or to any political subdivision as defined in s.1.01 (e.g., counties, cities, towns, villages, special tax school districts, special road and bridge districts, bridge districts, and all other districts in this state).

### **Surplus Property Valued at Less Than \$5,000.00<sup>2</sup>**

If the surplus property is valued at less than \$5,000.00, it may be disposed of it in the most efficient and cost-effective means as determined by the District. If the surplus property is determined by the District to be without commercial value, it may be donated (to whomever the District desires), destroyed, or abandoned (one way the District may determine the surplus property to be without commercial value is if no sale or donation could be accomplished by following the procedure in s. 274.05). There is no hard and fast rule for how the District may determine the commercial property to be without value. If the District has surplus property valued at less than \$5,000.00 and wishes to use s. 274.06 for its disposal, the District should use the resolution attached hereto as **Exhibit B.**

### **Surplus Property Valued at \$5,000.00 or More<sup>3</sup>**

Surplus property valued at \$5,000.00 or more must only be sold to either (1) the highest responsible bidder; or (2) by public auction. The publication of notice required must be not less than one (1) week or more than (2) weeks prior to sale in a newspaper that has a general circulation in the county or District where the District has its official office. It must be published in additional newspapers if the District determines that such would be in the best interests of the District (i.e., the District's interests would be served by additional notices, provided that nothing would require the sheriff of a county to advertise the sale of miscellaneous items that are valued at less than \$5,000.00). If the District has surplus property valued at \$5,000.00 or more and wishes to use s. 274.06 for its disposal, the District should use the resolution attached hereto as **Exhibit C.**

---

<sup>2</sup> See Exhibit B.

<sup>3</sup> See Exhibit C.

## **Exhibit A**

### **RESOLUTION 2023-\_\_\_\_**

#### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY PURSUANT TO F.S. § 274.05; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, as such, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes* (“Governmental Unit”); and

**WHEREAS**, the District has purchased and owns certain furniture, equipment, and/or other personal property as listed in more detail in the attached **Exhibit A** (“Surplus Property”); and

**WHEREAS**, the District desires to classify the Surplus Property as surplus tangible personal property, and to determine that the Surplus Property is obsolete and that continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

**WHEREAS**, the District has considered the best interests of the District, the value and condition of the Surplus Property, and the probability of the Surplus Property’s being desired by prospective donees or purchasers; and

**WHEREAS**, the District desires to dispose of the Surplus Property for sale or donation to another Governmental Unit within the District or to a private nonprofit agency as defined in Section 273.01(3), and if the Surplus Property is offered for sale and no acceptable bid is received within a reasonable time, to offer the Surplus Property to a Governmental Unit outside the District and other private nonprofit agency for sale or donation; and

**WHEREAS**, the District has disclosed in its offer the value and condition of the Surplus Property, accepted the best bid if the Surplus Property was disposed of by sale, acknowledged the cost of transfer of the Surplus Property will be met by the Purchaser or Receiver; and

**WHEREAS**, the District believes that it is in its best interests to dispose of the Surplus Property in this fashion.

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

**SECTION 1. INCORPORATION OF RECITALS.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby classifies the Surplus Property as surplus tangible personal property, and hereby determines that the continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function.

**SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby directs and authorizes Staff to dispose of the Surplus Property by giving for value or donating it either to another Governmental Unit within the District or to a private nonprofit agency as defined in Section 273.01(3), *Florida Statutes*; or, if no acceptable bid is received within a reasonable time, Staff may dispose of the Surplus Property by giving for value or donating it to a Governmental Unit outside the District or other private nonprofit agency. Staff will accept the best bid for the Surplus Property if it is disposed of by sale, and the Purchaser or Receiver will be responsible for the cost of transfer of the Surplus Property. Staff may dispose of the respective pieces of Surplus Property to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Surplus Property separately to the extent it is in the best interest of the District.

**SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

**FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A**

**List of the Property**

## **Exhibit B**

### **RESOLUTION 2023-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY PURSUANT TO F.S. § 274.06; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**[FOR PROPERTY VALUED AT LESS THAN \$5,000.00]**

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

**WHEREAS**, as such, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes* (“Governmental Unit”); and

**WHEREAS**, the District has purchased and owns certain furniture, equipment, and/or other personal property as listed in more detail in the attached **Exhibit A** (“Surplus Property”); and

**WHEREAS**, the District desires to classify the Property as surplus tangible personal property, and to determine that the Property is obsolete and that continued use of the Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

**WHEREAS**, the District has considered the best interests of the District, and the value and condition of the Property, and

**WHEREAS**, the District desires to dispose of the Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, the District hereby determines that the Property is without commercial value and desires to destroy or abandon it, all in accordance with the provisions of Chapter 274, *Florida Statutes*; and

**WHEREAS**, the District believes that disposing of the Property in this fashion is the most efficient and cost-effective means of disposing of the Property; and

**WHEREAS**, the District has estimated the value of the respective pieces of Property to be less than Five Thousand Dollars (\$5,000), or without commercial value; and

**WHEREAS**, the District believes that it is in its best interests to dispose of the Property in this fashion.

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

**SECTION 1. INCORPORATION OF RECITALS.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby classifies the Property as surplus tangible personal property, and hereby determines that the continued use of the Property is uneconomical, inefficient to maintain, and/or serves no useful function.

**SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby directs and authorizes staff to dispose of the Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, by destroying or abandoning it, all in accordance with the provisions of Chapter 274, *Florida Statutes*. Staff may dispose of the respective pieces of Property to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Property separately to the extent it is in the best interest of the District.

**SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

**FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors



**Exhibit A**

**List of the Property**

## **Exhibit C**

### **RESOLUTION 2023-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY PURSUANT TO § 274.06; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**[FOR PROPERTY VALUED AT \$5,000.00 OR MORE]**

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

**WHEREAS**, as such, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes* (“Governmental Unit”); and

**WHEREAS**, the District has purchased and owns certain furniture, equipment, and/or other personal property as listed in more detail in the attached **Exhibit A** (“Surplus Property”); and

**WHEREAS**, the District desires to classify the Surplus Property as surplus tangible personal property, and to determine that the Surplus Property is obsolete and that continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

**WHEREAS**, the District has considered the best interests of the District, and the value and condition of the Surplus Property; and

**WHEREAS**, the District desires to dispose of the Surplus Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*; and

**WHEREAS**, the District has estimated the value of the respective pieces of Surplus Property to be Five Thousand Dollars (\$5,000) or more; and

**WHEREAS**, the District believes that it is in its best interests to dispose of the Surplus Property in this fashion.

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

**SECTION 1. INCORPORATION OF RECITALS.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby classifies the Surplus Property as surplus tangible personal property, and hereby determines that the continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function.

**SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby directs and authorizes staff to dispose of the Surplus Property for value to the highest responsible bidder, or by public auction, after publication of notice prior to the sale pursuant to Section 274.06, *Florida Statutes*. Staff may dispose of the respective pieces of Surplus Property to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Surplus Property separately to the extent it is in the best interest of the District.

**SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

**FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A**

**List of the Property**

## SECTION VI

# **Proposal For CALM Amenity Center Staffing Presented To The:**

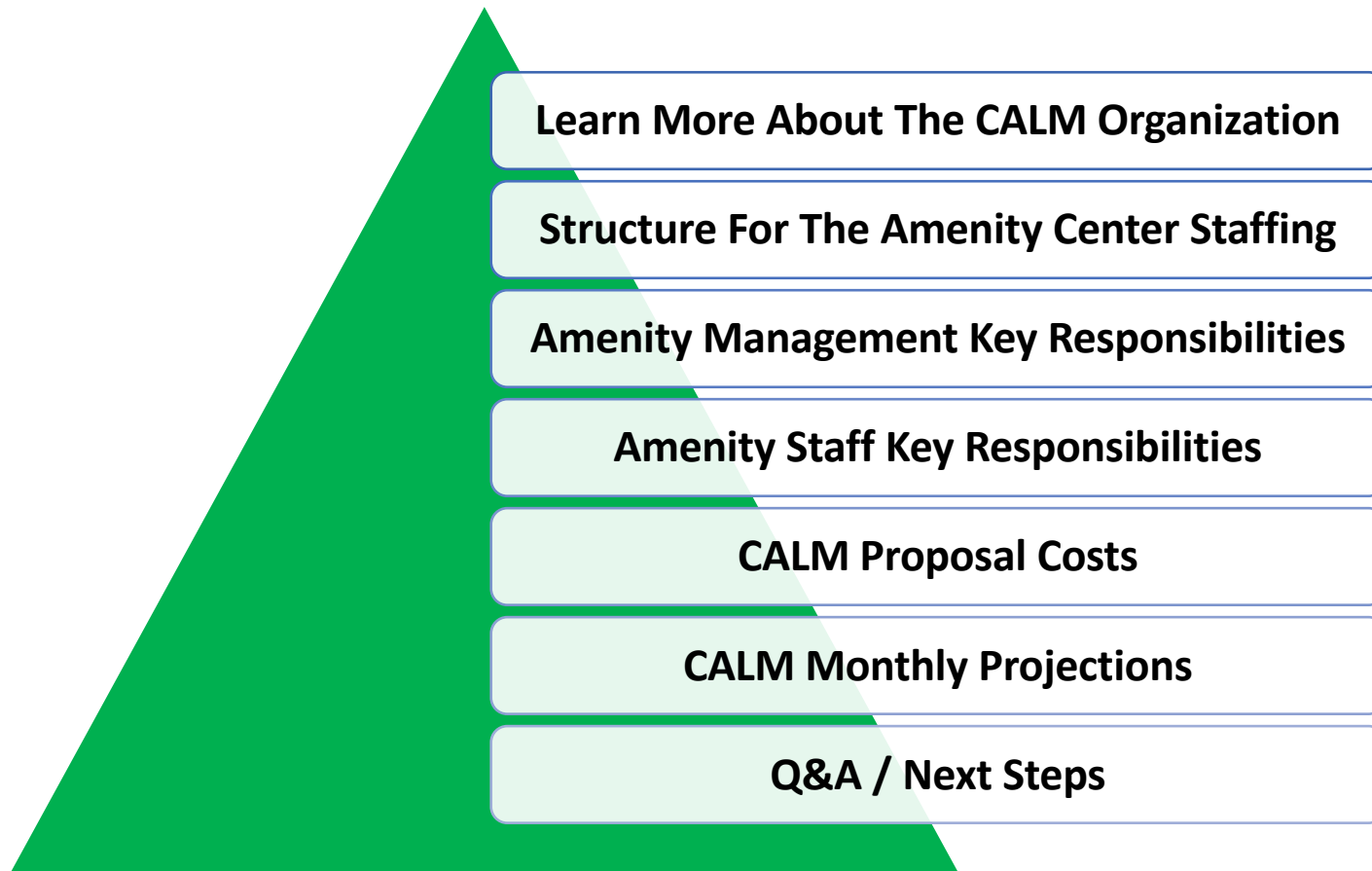


## **Falcon Trace Community Development District**



**Shared By Jason Showe  
November 8th, 2022**

# Discussion Outline



# About The CALM Organization.....

## Our Core Values

- ❖ Established as a sub-company of Governmental Management Services in 2018

- ❖ Same Ownership as GMS-CF, LLC

- ❖ Provides Amenity Management Services To CDD's Including:

- ❖ Randal Park
- ❖ Tohoqua
- ❖ Villages of Bloomingdale

- ❖ Provides HOA Management Services Including:

- ❖ Randal Park (2 Associations)
- ❖ Tohoqua (4 Associations)

 <b>Customer Commitment</b> <i>We keep customer needs at the center of all that we do to provide a superior customer experience.</i>	 <b>Integrity</b> <i>We are honest, open, ethical, and fair. People trust us to do what's right.</i>
 <b>Teamwork</b> <i>We win together, not alone. We work together, across divisions, to meet the needs of our customers.</i>	 <b>Passion and Drive</b> <i>We are proud of the services we provide. We play to win and strive to help our customers do the same.</i>
 <b>Empower Individuals</b> <i>Our employees set us apart. We value our employees, encourage their development, and reward their performance.</i>	 <b>Quality</b> <i>Details matter. We provide consistent and unsurpassed service that, together, deliver premium value to our customers.</i>





# Structure For The Falcon Trace Amenity Center

Falcon Trace  
Amenity  
Center

Marcia Calleja

Full Time  
Associates

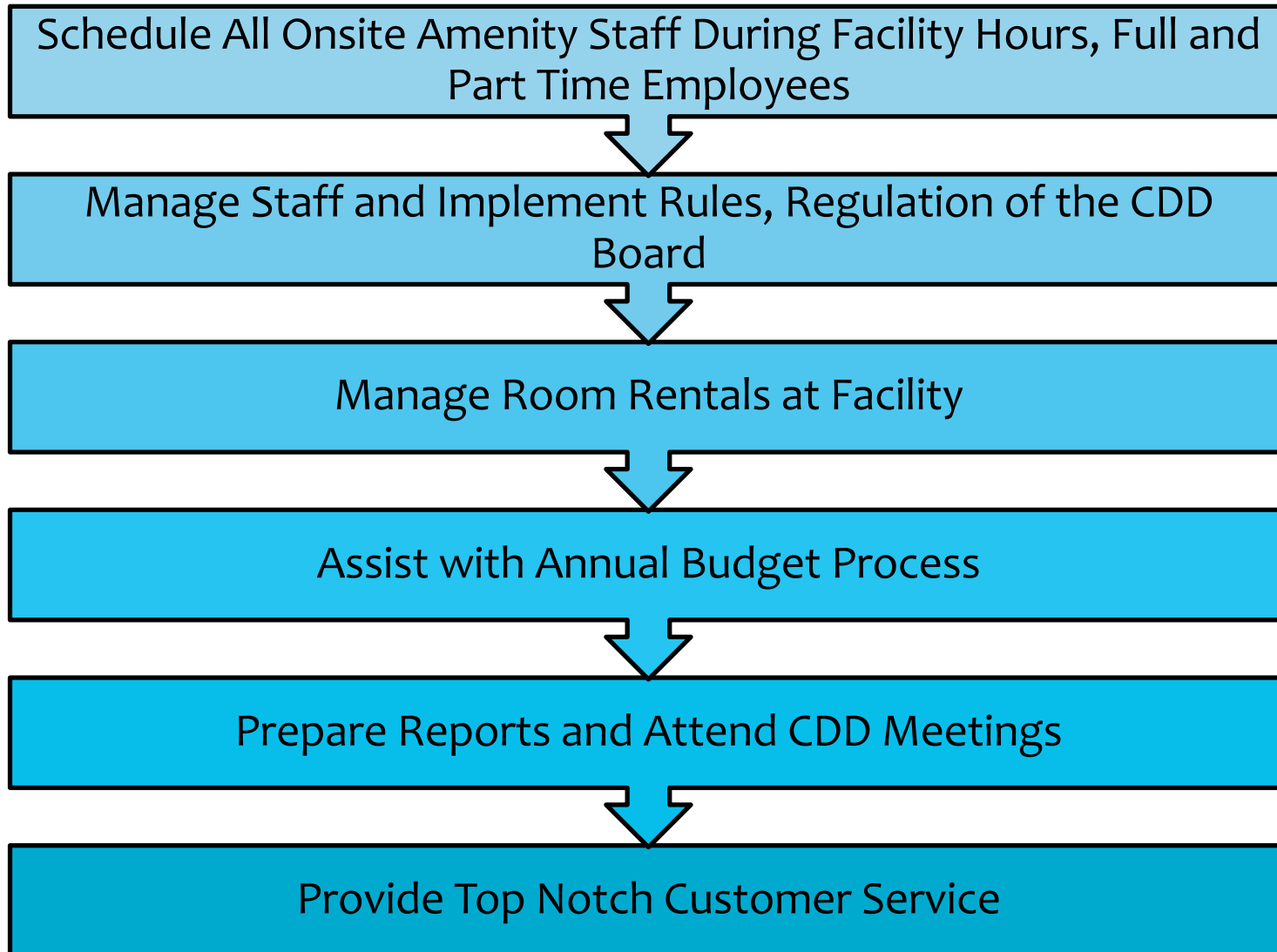
Part Time  
Associates



Trusted Leadership &  
Team That Is Service  
Oriented



# Amenity Management Key Responsibilities



# Amenity Staff Responsibilities

## Opening Shift

Turn on slide;  
Straighten all deck/ patio furniture;  
Remove any debris from pool deck, splash pad and gutters / wet step;  
Wipe down table-tops;  
Replace trash can liners;  
Inspect and pick up debris from tennis court, basketball area, dock area, and dumpster/boat ramp area;  
Unlock parking lot by removing bollards.

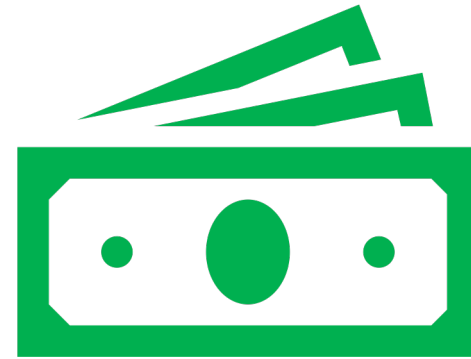
## Closing Shift

Replace trash can liners and take to the dumpster;  
Straighten all deck/ patio furniture and splash pad;  
Remove any debris from pool deck, splash pad and gutters / wet step;  
Close all pool umbrellas;  
Ensure clubhouse doors are locked and pool gate is fully closed;  
Clean bathrooms (toilets and floors);  
Lock up parking lot with bollards.



# CALM Proposal Costs

- ❖ Employees and All Overhead Billed to the Falcon Trace CDD at \$30/hour
- ❖ Falcon Trace Will Be Billed only for the Hours Worked at the Facility
- ❖ Current Annual Budget for Amenity Staffing:
  - ❖ \$83,047
  - ❖ # of Hours of Open Facility – 2,776
  - ❖ At full hours and hourly rate - \$83,030



# CALM Projected Costs By Month

Position	January	February	March	April	May	June	July	August	September	October	November	December	Total
# of Facility Attendant Hours	76	77	271	270	345	344	345	345	344	206	76	77	2,776
Billing Rate Per Hour	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30
Monthly Amount \$	\$ 2,273	\$ 2,303	\$ 8,106	\$ 8,076	\$ 10,319	\$ 10,289	\$ 10,319	\$ 10,319	\$ 10,289	\$ 6,161	\$ 2,273	\$ 2,303	\$ 83,030
										Adopted Budget			\$ 83,047



- ❖ The Falcon Trace CDD has a variable amenity center calendar
- ❖ CALM has developed the proposal based upon the provided amenity center schedule
- ❖ CALM can adjust the proposal to the needs of the CDD



# Questions & Answers

**The CALM and GMS Teams are happy to answer any questions on our proposed services:**





***Amenity Management Proposal  
For  
Falcon Trace Community Development District***

Community Association and Lifestyle Management, LLC (“Manager”) is proposing to provide Amenity Management Services for Falcon Trace Community Development District (“CDD”). Manager will provide the following services

- Onsite staffing levels consisting of part time and full-time employees of Manager to meet the current staffing level requirements
- Manage and implement rules, regulations, customer service, etcetera as required by the CDD
- Prepare quarterly reports for Board of Supervisors
- Manage contractors related to the CDD Amenity Center
- Provide information periodically to HOA for mass communication to community
- Attend and participate in the monthly Board of Supervisors meetings
- Work with District Manager in preparation of the annual CDD Amenity and Operations Budget
- All other services as required in the final agreement between the Manager and CDD and as requested by Board of Supervisors or homeowners to ensure meets and surpasses all expectations of the community.

**Proposed CDD Fee**

Manager will invoice District based upon attached Exhibit A based upon planned operating hours of the facility.

**Community Association and Lifestyle  
Management, LLC**

**Falcon Trace Community Development District**

---

**Darrin Mossing  
President**

---

**Chairman/Vice Chairman**

---

**Date**

---

**Date**

Proposal for Falcon Trace Amenity Management Services - Last Updated 2020-10-10.docx

## SECTION VIII



# SECTION A

## SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)

Effective Date: \_\_\_\_\_, 202\_\_\_\_

---

**In accordance with Chapters 190 and 120 of the Florida Statutes, and on \_\_\_\_\_, 202\_\_\_\_ at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Falcon Trace Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.**

---

**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).

**2. General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenities.

**3. Access Cards / Key Fobs.** Access cards and key fobs are the property of the District. The District may request surrender of, or may deactivate, a person’s access card or key fob for violation of the District’s rules and policies established for the safe operations of the District’s Amenities.

**4. Suspension and Termination of Rights.** The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a key fob or access card or otherwise facilitates or allows unauthorized use of the Amenities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Rules);
- g. Treating the District’s staff, contractors, representatives, residents, landowners [Patrons] or guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;

- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's guest or a member of their household commits any of the above Violations.

Termination of Amenity access shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

**5. Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

**6. Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

**7. Removal from Amenities.** The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

**8. Initial Suspension from Amenities.** The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

**9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

**10. Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

**11. Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

**12. Appeal of Board Suspension.** After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The

Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

**13. Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

**14. Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

## SECTION B

# SECTION 1

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

Check Register Summary

October 8, 2022 to November 1, 2022

<b>Fund</b>	<b>Date</b>	<b>Check No.'s</b>		<b>Amount</b>
General Fund	10/10/22	4367-4368	\$	1,863.00
	10/14/22	4369	\$	18,017.99
	10/24/22	4370-4373	\$	2,891.15
<b>Total</b>			<b>\$</b>	<b>22,772.14</b>



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
10/10/22	00100	10/01/22 8007	202210 320-53800-47400		*	650.00	
			POOL MAINTENANCE - OCT 22				
		10/01/22 8007	202210 320-53800-47400		*	150.00	
			HURRICANE POOL CLEAN UP				
				ROBERTS POOL SERVICE AND REPAIR INC			800.00 004367
10/10/22	00022	9/16/22 390098	202209 320-53800-47400		*	138.00	
			BLEACH/ACID/SODIUM BICARB				
		9/16/22 390390	202209 320-53800-47400		*	925.00	
			BULK BLEACH				
				SPIES POOL, LLC			1,063.00 004368
10/14/22	00027	9/29/22 82	202209 320-53800-12200		*	11,247.10	
			POOL ATTENDANTS - SEPT 22				
		10/01/22 662	202210 310-51300-34000		*	4,791.33	
			MANAGEMENT FEES - OCT 22				
		10/01/22 662	202210 310-51300-35200		*	62.50	
			WEBSITE ADMIN - OCT 22				
		10/01/22 662	202210 310-51300-35100		*	114.58	
			INFO TECHNOLOGY - OCT 22				
		10/01/22 662	202210 310-51300-51000		*	.33	
			OFFICE SUPPLIES				
		10/01/22 662	202210 310-51300-42000		*	6.27	
			POSTAGE				
		10/01/22 662	202210 310-51300-42500		*	.30	
			COPIES				
		10/01/22 663	202210 320-53800-12000		*	1,795.58	
			FIELD MANAGEMENT - OCT 22				
				GOVERNMENTAL MANAGEMENT SERVICES			18,017.99 004369
10/24/22	00083	10/03/22 85967	202210 310-51300-54000		*	175.00	
			SPECIAL DISTRICT FEE FY23				
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 004370
10/24/22	00027	8/31/22 660	202208 320-53800-47600		*	1,036.45	
			GENERAL MAINTENANCE-AUG22				
				GOVERNMENTAL MANAGEMENT SERVICES			1,036.45 004371
10/24/22	00113	10/14/22 3124369	202209 310-51300-31500		*	255.00	
			GENERAL COUNSEL - SEPT 22				
				KUTAK ROCK LLP			255.00 004372
10/24/22	00022	6/07/22 384805	202206 320-53800-47400		*	479.70	
			SULFURIC ACID 15 GALL DEL				
		6/07/22 384805	202206 320-53800-47400		*	90.00	
			SODIUM BICARB 50 LB				

FALC FALCON TRACE CWRIGHT

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/07/22	385007	202206	320-53800-47400		*	825.00	
		BULK BLEACH					
9/18/22	390248	202210	320-53800-47400		*	30.00	
		TANK RENTAL FEE					
				SPIES POOL, LLC			1,424.70 004373
						TOTAL FOR BANK A	22,772.14
						TOTAL FOR REGISTER	22,772.14

**Roberts Pool Service and Repair Inc.**

19315 Lake Pickett Rd  
Orlando, FL 32820  
(407) 568-1074  
robertspool1977@aol.com



# INVOICE

**BILL TO**

Falcon Trace  
6200 Lee Vista Boulevard  
Suite 300  
Orlando, FL 32822

RECEIVED

OCT 08 2022

**INVOICE #** 8007**DATE** 10/01/2022**DUE DATE** 10/31/2022**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
<b>October 2022</b>	1	650.00	650.00
October 2022 Swimming Pool maintenance			
<b>Hurricane Clean up</b>	1	150.00	150.00
Hurricane Ian swimming pool clean up			
BALANCE DUE			<b>\$800.00</b>



Spies Pool, LLC  
801 Sawdust Tr  
Kissimmee, FL 34744

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

# Invoice

390390

9/16/2022

Printed 10/3/2022

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

**Bill To:**  
**FALCON TRACE CDD**  
**C/O GOVERNMENTAL MANAGEMENT SERVICE-CF, LLC**  
**6200 LEE VISTA BLVD,SUITE 300**  
**ORLANDO FL 32822**

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

**Terms**  
NET 60

**P.O.#**

**Sales Representative**  
HOUSE ACCOUNT

**Special instructions:** 1010

REF 390098

BULK SIZE & LOCATION 300 GAL POOL

Qty	Product/Service	Description			
360.00	AAA-50-8638	BULK BLEACH	\$2.50	\$0.00	\$900.00
		BULK BLEACH (LOCATION AND TANK SIZE)			
		DEL-00-0000	\$25.00	\$0.00	\$25.00
		DELIVERY FEE			

RECEIVED  
OCT 04 2022

Subtotal: \$925.00  
Tax: \$0.00  
Paid: \$0.00  
**Total: \$925.00**

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

\*\*\*WE CANNOT WARRANTY PARTS THAT WE DO NOT INSTALL\*\*\*

**PLEASE NOTE: THERE IS A 3% CONVENIENCE SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS. TO AVOID THIS CHARGE, PLEASE PAY WITH CASH (ACH) OR CHECK.**

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

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

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

Please call or email the office for a hard copy of this invoice.



Spies Pool, LLC  
801 Sawdust Tr  
Kissimmee, FL 34744

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

RECEIVED

OCT 04 2022

**Invoice**

390098

9/16/2022

Printed 10/3/2022

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

**Bill To:**  
**FALCON TRACE CDD**  
**C/O GOVERNMENTAL MANAGEMENT SERVICE-CF, LLC**  
**6200 LEE VISTA BLVD,SUITE 300**  
**ORLANDO FL 32822**

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

**Terms**  
NET 60

**P.O.#**

**Sales Representative**  
HOUSE ACCOUNT

**Special instructions:** 1010

OT		BULK SIZE & LOCATION 300 GAL POOL			
Qty	Product/Service	Description			
0.00	AAA-50-8638	BULK BLEACH BULK BLEACH (LOCATION AND TANK SIZE)	\$0.00	\$0.00	\$0.00
2.00	AAA-50-5000	SODIUM BICARB 50 LB	\$50.00	\$0.00	\$100.00
4.00	AAA-50-8671	MURIATIC ACID 1 GAL (EA) * (2) MURIATIC ACID 1 GAL (EA) 1 CASE	\$9.50	\$0.00	\$38.00

Subtotal: \$138.00  
Tax: \$0.00  
Paid: \$0.00  
**Total: \$138.00**

**\*\*\*FOR CHEMICAL EMERGENCY CALL INFOTRAC 1-800-535-5053 24HRS\*\*\***  
**\*\*\*WE CANNOT WARRANTY PARTS THAT WE DO NOT INSTALL\*\*\***

**PLEASE NOTE: THERE IS A 3% CONVENIENCE SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS. TO AVOID THIS CHARGE, PLEASE PAY WITH CASH (ACH) OR CHECK.**

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

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

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

Please call or email the office for a hard copy of this invoice.

1001 Bradford Way  
Kingston, TN 37763

**Invoice #: 82**  
**Invoice Date: 9/29/22**  
**Due Date: 9/29/22**  
**Case:**  
**P.O. Number:**

**Falcon Trace CDD**  
219 E. Livingston St.  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Pool Attendants - September 2022		11,247.10	11,247.10
<b>Total</b>			<b>\$11,247.10</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$11,247.10</b>

**Falcon Trace Payroll Reconciliation  
August**

Pay Date	Employee	Gross Payroll	Service Fee %	Total Service Fee	Total Payroll
2-Sep	Dwight Sweeting	\$553.50	0.25	\$138.38	\$691.88
	Mike Scanlon	\$1,541.76	0.25	\$385.44	\$1,927.20
	David Tuel	\$431.11	0.25	\$107.78	\$538.89
	Karla Borrero	\$585.06	0.25	\$146.27	\$731.33
	Chris Santiago	\$0.00	0.25	\$0.00	\$0.00
Total		\$3,111.43			\$3,889.29

Pay Date	Employee	Gross Payroll	Service Fee %	Total Service Fee	Total Payroll
16-Sep	Dwight Sweeting	\$756.90	0.25	\$189.23	\$946.13
	Mike Scanlon	\$1,207.85	0.25	\$301.96	\$1,509.81
	David Tuel	\$285.20	0.25	\$71.30	\$356.50
	Karla Borrero	\$503.10	0.25	\$125.78	\$628.88
	Chris Santiago	\$0.00	1.25	\$0.00	\$0.00
Total		\$2,753.05			\$3,441.31

Pay Date	Employee	Gross Payroll	Service Fee %	Total Service Fee	Total Payroll
9/30/22	Dwight Sweeting	\$770.80	0.25	\$192.70	\$963.50
	Mike Scanlon	\$1,505.43	0.25	\$376.36	\$1,881.79
	David Tuel	\$431.11	0.25	\$107.78	\$538.89
	Karla Borrero	\$425.86	0.25	\$106.47	\$532.33
Total		\$3,133.20			\$3,916.50

Total Billing \$11,247.10

**GMS-Central Florida, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice****Invoice #:** 662**Invoice Date:** 10/1/22**Due Date:** 10/1/22**Case:****P.O. Number:****Bill To:**

Falcon Trace CDD  
219 E. Livingston St.  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - October 2022		4,791.33	4,791.33
Website Administration - October 2022		62.50	62.50
Information Technology - October 2022		114.58	114.58
Office Supplies		0.33	0.33
Postage		6.27	6.27
Copies		0.30	0.30
		<b>Total</b>	<b>\$4,975.31</b>
		<b>Payments/Credits</b>	<b>\$0.00</b>
		<b>Balance Due</b>	<b>\$4,975.31</b>



1001 Bradford Way  
Kingston, TN 37763

**Invoice #:** 663  
**Invoice Date:** 10/1/22  
**Due Date:** 10/1/22  
**Case:**  
**P.O. Number:**

**Falcon Trace CDD**  
219 E. Livingston St.  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Field Management - October 2022		1,795.58	1,795.58
		Total	\$1,795.58
		Payments/Credits	\$0.00
		Balance Due	\$1,795.58

**Florida Department of Economic Opportunity, Special District Accountability Program**  
**FY 2022/2023 Special District Fee Invoice and Update Form**  
Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 85967			Date Invoiced: 10/03/2022
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2022: \$175.00

**STEP 1:** Review the following information, make changes directly on the form, and sign and date:

**1. Special District's Name, Registered Agent's Name, and Registered Office Address:**



**Falcon Trace Community Development District**

Mr. Michael C. Eckert  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, FL 32301

- |                                |                                   |
|--------------------------------|-----------------------------------|
| 2. Telephone:                  | (850) 692-7300                    |
| 3. Fax:                        | (850) 692-7319                    |
| 4. Email:                      | Michael.Eckert@KutakRock.com      |
| 5. Status:                     | Independent                       |
| 6. Governing Body:             | Elected                           |
| 7. Website Address:            | www.falcontracecdd.com            |
| 8. County(ies):                | Orange                            |
| 9. Function(s):                | Community Development             |
| 10. Boundary Map on File:      | 07/01/1999                        |
| 11. Creation Document on File: | 07/01/1999                        |
| 12. Date Established:          | 04/08/1998                        |
| 13. Creation Method:           | Local Ordinance                   |
| 14. Local Governing Authority: | Orange County                     |
| 15. Creation Document(s):      | County Ordinances 98-10 and 98-30 |
| 16. Statutory Authority:       | Chapter 190, Florida Statutes     |
| 17. Authority to Issue Bonds:  | Yes                               |
| 18. Revenue Source(s):         | Assessments                       |
| 19. Most Recent Update:        | 02/07/2022                        |

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: \_\_\_\_\_ Date 10/11/22

**STEP 2:** Pay the annual fee or certify eligibility for the zero fee:

- a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at [www.Floridajobs.org/SpecialDistrictFee](http://www.Floridajobs.org/SpecialDistrictFee) or by check payable to the Department of Economic Opportunity.
- b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.
1. \_\_\_\_\_ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
  2. \_\_\_\_\_ This special district is in compliance with the reporting requirements of the Department of Financial Services.
  3. \_\_\_\_\_ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2020/2021 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Reason: \_\_\_\_\_

**STEP 3:** Make a copy of this form for your records.

**STEP 4:** Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
SECRETARY

**MEMORANDUM**

**To:** All Special District Registered Agents  
**From:** Jack Gaskins Jr., Special District Accountability Program  
**Date:** October 3, 2022  
**Subject:** Fiscal Year 2022-2023 Annual State Fee and Update Requirements  
**Postmarked or Online Payment Due Date is December 2, 2022**

---

This memorandum contains the guidance for complying with the annual state fee and update requirements using the enclosed *Fiscal Year 2022-2023 Annual Special District Fee Invoice and Update* document (enclosure). The state fee is \$175 per special district, unless the special district certifies that it is eligible for a zero fee. To avoid a \$25 late fee, the payment must be postmarked or paid online by **December 2, 2022**.

Special districts now have the option of paying the state fee by electronic check (Automated Clearing House Transfer), which allows a special district to transfer funds directly from its checking account to the Department of Economic Opportunity (DEO). As in the past, special districts may continue to pay the state fee using a Visa or MasterCard. All special districts are encouraged to pay the state fee online by visiting [www.FloridaJobs.org/SpecialDistrictFee](http://www.FloridaJobs.org/SpecialDistrictFee) and following the instructions.

**The Purpose of the Annual State Fee**

Chapter 189, Florida Statutes, the Uniform Special District Accountability Act (Act), assigns duties to the Special District Accountability Program administered by DEO, and requires DEO to annually collect a state fee from each special district to cover the costs of administering the Act. For more information, visit [www.FloridaJobs.org/SDAP](http://www.FloridaJobs.org/SDAP).

**The Purpose of Reviewing the Special District's Profile on the Enclosure**

The Act, along with Rule Chapter 73C-24, Florida Administrative Code, requires each special district to maintain specific information with DEO and requires DEO to make that information available through the *Official List of Special Districts* ([www.FloridaJobs.org/OfficialList](http://www.FloridaJobs.org/OfficialList)). The Florida Legislature, state agencies, and local government officials use that information to monitor special districts, coordinate activities, collect and compile financial and other information, and make informed policy decisions. It is important for each special district's registered agent to annually review the information in the enclosure, make any needed corrections or updates directly on the enclosure, and return it to DEO.

**Reminders**

Each newly created special district must have an official website containing specific information by the end of the first full fiscal year after its creation. All other special districts should already have an official website. If the special district is required to have an official website and its web address is not listed in the enclosure, the special district must provide it. The *Florida Special District Handbook* ([www.FloridaJobs.org/SpecialDistrictHandbook](http://www.FloridaJobs.org/SpecialDistrictHandbook)) provides detailed information about the website requirement along with general operating requirements. DEO encourages all special district staff and governing body members to review this handbook to help ensure compliance with state requirements.

**(TURN OVER FOR INSTRUCTIONS)**

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
(850) 245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | [www.Facebook.com/FLDEO](https://www.Facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

**Complying with the Annual State Fee and Update Requirements**

Complete the following in time for the state fee to be postmarked or paid online by December 2, 2022.

**STEP 1: Review the special district's profile (enclosed):**

- ☐ Make any needed changes directly on the enclosure by striking through the outdated or incorrect information and writing in the new or correct information.
- ☐ Complete any missing information.
- ☐ Email or mail to DEO a boundary map and / or creation document, if not on file (see addresses below).
- ☐ Sign and date where indicated.
- ☐ Make a copy for your records.

**STEP 2: Pay the \$175 state fee or certify eligibility for the zero fee and submit the following:**

- **Paying online with a Visa or MasterCard or by electronic check:**
  - ☐ Visit [www.FloridaJobs.org/SpecialDistrictFee](http://www.FloridaJobs.org/SpecialDistrictFee) and follow the instructions – it's fast, free, and convenient.
  - ☐ Write "Paid Online" on the enclosure and email it or mail it to DEO (see addresses below).
- **Paying by check:**
  - ☐ Prepare a check payable to the **Florida Department of Economic Opportunity**.
  - ☐ Enter the invoice number in the memo field.
  - ☐ Mail the check and the completed enclosure to the address below, ensuring the post-mark date is on or before December 2, 2022.
  - ☐ If it is not possible to include the check with the enclosure, write on the enclosure "check being mailed separately" and email or mail the enclosure to DEO (see addresses below).
- **Qualifying for the zero fee (only if the special district meets all three statements in the Zero Annual Fee Certification Section):**
  - ☐ Certify eligibility by initialing **each** statement.
  - ☐ Email or mail the completed enclosure to DEO (see addresses below).

---

**Mailing Address:**

Florida Department of Economic Opportunity  
Bureau of Budget Management  
107 East Madison Street, MSC-120  
Tallahassee, FL 32399-4124

**Website address for paying online, downloading a duplicate enclosure and / or DEO's W-9 Form:**

[www.FloridaJobs.org/SpecialDistrictFee](http://www.FloridaJobs.org/SpecialDistrictFee)

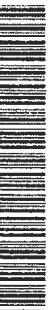
**Questions:**

Contact Jack Gaskins at [SpecialDistricts@DEO.MyFlorida.com](mailto:SpecialDistricts@DEO.MyFlorida.com) or 850-717-8430.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
(850) 245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.Twitter.com/FLDEO](http://www.Twitter.com/FLDEO) | [www.Facebook.com/FLDEO](http://www.Facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

000682080202



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

# Invoice

**Bill To:**

Falcon Trace CDD  
219 E. Livingston St.  
Orlando, FL 32801

**Invoice #:** 660  
**Invoice Date:** 8/31/22  
**Due Date:** 8/31/22  
**Case:**  
**P.O. Number:** 767

Description	Hours/Qty	Rate	Amount
- General Maintenance August 2022			
- Prepare concrete base for light post. Also changed the cap on the bridge.			
Labor	11	47.50	522.50
Mobilization	2	65.00	130.00
Materials		108.95	108.95
Equipment		275.00	275.00
<b>Total</b>			<b>\$1,036.45</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$1,036.45</b>



WA#:#767



Governmental  
Management Services

Maintenance Services

Bill To/District:  
Falcon Trace CDD  
Proposal (Y/N) # if Applicable: N

Billing Date (Month/Year project completed):

August 2022

Job name and Description

- General Maintenance August 2022  
Falcon Trace CDD - Prepare concrete base for light post. Also changed the cap on the bridge.

Qty	Description	Unit Price	Line Total
11	Labor	\$47.50	\$522.50
2	Mobilization	\$65.00	\$130.00
	Materials		\$108.95
	Equipment		\$275.00

Total Due: \$1,036.45

Backup

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

October 14, 2022

RECEIVED

OCT 17 2022

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

**Wire Transfer Remit To:**

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3124369

Client Matter No. 7523-1

Mr. Jason Showe

Falcon Trace CDD

Governmental Management Services – Central Florida

219 E. Livingston St

Orlando, FL 32801

Invoice No. 3124369

7523-1

Re: Falcon Trace CDD - General Counsel

For Professional Legal Services Rendered

09/09/22	M. Eckert	0.10	35.00	Review publication requirements
09/17/22	M. Eckert	0.50	175.00	Research and draft new disciplinary and enforcement rule for suspensions and terminations of amenity access
09/26/22	K. Haber	0.20	45.00	Research public record retention requirements and prepare memorandum regarding same; prepare resolution and revisions to district record retention policies

TOTAL HOURS 0.80

TOTAL FOR SERVICES RENDERED \$255.00

TOTAL CURRENT AMOUNT DUE \$255.00



Spies Pool, LLC  
801 Sawdust Tr  
Kissimmee, FL 34744

RECEIVED

SEP 23 2022

**Invoice**

384805

6/7/2022

Printed 9/21/2022

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

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

**Bill To:**  
**FALCON TRACE CDD**  
**C/O GOVERNMENTAL MANAGEMENT SERVICE-CF, LLC**  
**6200 LEE VISTA BLVD,SUITE 300**  
**ORLANDO FL 32822**

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

**Terms**  
NET 60

**P.O.#**

**Sales Representative**  
HOUSE ACCOUNT

**Special instructions:** 1010

OT		BULK SIZE & LOCATION		300 GAL POOL		
Qty	Product/Service	Description				
0.00	AAA-50-8638	BULK BLEACH	\$0.00	\$0.00	\$0.00	
		BULK BLEACH (LOCATION AND TANK SIZE)				
6.00	AAA-50-9900	SULFURIC ACID 15% 15 GALLON DEL D	\$79.95	\$0.00	\$479.70	
		15 GALLON DRUM SULFURIC ACID 15%				
		PU EMPTIES				
2.00	AAA-50-5000	SODIUM BICARB 50 LB	\$45.00	\$0.00	\$90.00	

June

Subtotal: \$569.70  
Tax: \$0.00  
Paid: \$0.00  
**Total: \$569.70**

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

**\*\*\*WE CANNOT WARRANTY PARTS THAT WE DO NOT INSTALL\*\*\***

**PLEASE NOTE: THERE IS A 3% CONVENIENCE SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS. TO AVOID THIS CHARGE, PLEASE PAY WITH CASH (ACH) OR CHECK.**

**THU/FRI**

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

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

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

Please call or email the office for a hard copy of this invoice.

384805

Page 1 of 1

1-22





Spies Pool, LLC  
801 Sawdust Tr  
Kissimmee, FL 34744

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

RECEIVED

SEP 23 2022

**Invoice**

**385007**

**6/7/2022**

Printed 9/21/2022

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

**Bill To:**  
**FALCON TRACE CDD**  
**C/O GOVERNMENTAL MANAGEMENT SERVICE-CF, LLC**  
**6200 LEE VISTA BLVD,SUITE 300**  
**ORLANDO FL 32822**

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

**Terms**  
NET 60

**P.O.#**

**Sales Representative**  
HOUSE ACCOUNT

**Special instructions:** 1010

REF 384805

BULK SIZE & LOCATION

300 GAL POOL

Qty	Product/Service	Description			
320.00	AAA-50-8638	BULK BLEACH	\$2.50	\$0.00	\$800.00
		BULK BLEACH (LOCATION AND TANK SIZE)			
0.00		DEL-00-0000	\$25.00	\$0.00	\$25.00
		DELIVERY FEE			

June

Subtotal: \$825.00  
Tax: \$0.00  
Paid: \$0.00  
**Total: \$825.00**

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

\*\*\*WE CANNOT WARRANTY PARTS THAT WE DO NOT INSTALL\*\*\*

**PLEASE NOTE: THERE IS A 3% CONVENIENCE SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS. TO AVOID THIS CHARGE, PLEASE PAY WITH CASH (ACH) OR CHECK.**

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

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

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

Please call or email the office for a hard copy of this invoice.



Spies Pool, LLC  
801 Sawdust Tr  
Kissimmee, FL 34744

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

# Invoice

390248

9/18/2022

**Bill To:**  
FALCON TRACE CDD  
C/O GOVERNMENTAL MANAGEMENT SERVICE-CF, LLC  
6200 LEE VISTA BLVD, SUITE 300  
ORLANDO FL 32822

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

**Terms**  
NET 60

**Special instructions:**  
1010

**P.O.#**

**Sales Representative**  
HOUSE ACCOUNT

MS	Otv	Product/Service	Description	Price	Tax	Amount
	0.00		SPI-TNK-0001 TANK RENTAL FEE	\$30.00	\$0.00	\$30.00

THIS INVOICE IS FOR THE MONTH OF: OCTOBER 2022

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

RECEIVED

SEP 23 2022

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

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

\*\*\*WE CANNOT WARRANTY PARTS THAT WE DO NOT INSTALL\*\*\*

I hereby acknowledge I have received the merchandise specified above in satisfactory condition.  
**PLEASE NOTE: THERE IS A 3% CONVENIENCE SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS. TO AVOID THIS CHARGE, PLEASE PAY WITH CASH (ACH)**

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

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

Please call or email the office for a hard copy of this invoice.

## SECTION 2

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

***Unaudited Financial Reporting***  
***September 30, 2022***



# Table of Contents

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

**Falcon Trace**  
**Community Development District**  
**Combined Balance Sheet**  
**September 30, 2022**

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>			
<u>Cash:</u>			
Operating Account	\$ 207,197	\$ 226,453	\$ 433,650
<u>Investments:</u>			
State Board Administration	\$ 159,518	\$ -	\$ 159,518
Due from Capital Reserve	\$ 8,992	\$ -	\$ 8,992
Prepaid Expenses	\$ 27,833	\$ -	\$ 27,833
<b>Total Assets</b>	<b>\$ 403,539</b>	<b>\$ 226,453</b>	<b>\$ 629,993</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 14,996	\$ -	\$ 14,996
Due to General Fund	\$ -	\$ 8,992	\$ 8,992
<b>Total Liabilities</b>	<b>\$ 14,996</b>	<b>\$ 8,992</b>	<b>\$ 23,988</b>
<b>Fund Balance:</b>			
Assigned for:			
Capital Reserves	\$ -	\$ 217,461	\$ 217,461
Nonspendable:			
Deposits and Prepaid Items	\$ 27,833	\$ -	\$ 27,833
Unassigned	\$ 360,710	\$ -	\$ 360,710
<b>Total Fund Balances</b>	<b>\$ 388,543</b>	<b>\$ 217,461</b>	<b>\$ 606,004</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 403,539</b>	<b>\$ 226,453</b>	<b>\$ 629,993</b>

**Falcon Trace**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending September 30, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance

**Revenues:**

Maintenance Assessments	\$ 355,855	\$ 355,855	\$ 363,789	\$ 7,934
Miscellaneous Income	\$ 100	\$ 100	\$ 3,125	\$ 3,025
Interest Income	\$ 100	\$ 100	\$ 1,443	\$ 1,343
<b>Total Revenues</b>	<b>\$ 356,055</b>	<b>\$ 356,055</b>	<b>\$ 368,357</b>	<b>\$ 12,302</b>

**Expenditures:**

**General & Administrative:**

Supervisors Fees	\$ 8,000	\$ 8,000	\$ 4,800	\$ 3,200
FICA Expense	\$ 612	\$ 612	\$ 367	\$ 245
Engineering Fees	\$ 1,000	\$ 1,000	\$ -	\$ 1,000
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Attorney Fees	\$ 18,800	\$ 18,800	\$ 6,810	\$ 11,990
Annual Audit	\$ 3,500	\$ 3,500	\$ 3,500	\$ -
Management Fees	\$ 54,758	\$ 54,758	\$ 54,758	\$ (0)
Information Technology	\$ 1,100	\$ 1,100	\$ 1,100	\$ (0)
Website Maintenance	\$ 600	\$ 600	\$ 600	\$ -
Telephone	\$ 50	\$ 50	\$ -	\$ 50
Postage	\$ 800	\$ 800	\$ 93	\$ 707
Printing and Binding	\$ 600	\$ 600	\$ 313	\$ 287
Insurance	\$ 12,613	\$ 12,613	\$ 11,868	\$ 745
Legal Advertising	\$ 2,500	\$ 2,500	\$ 725	\$ 1,776
Contingency	\$ 2,000	\$ 2,000	\$ 391	\$ 1,609
Property Appraiser	\$ 1,000	\$ 1,000	\$ -	\$ 1,000
Office Supplies	\$ 350	\$ 350	\$ 34	\$ 316
Dues, Licenses, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Subtotal General &amp; Administrative</b>	<b>\$ 113,458</b>	<b>\$ 113,458</b>	<b>\$ 90,533</b>	<b>\$ 22,925</b>

**Falcon Trace**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending September 30, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
<b><u>Operations &amp; Maintenance</u></b>				
Field Management	\$ 20,521	\$ 20,521	\$ 20,521	\$ (0)
Property Insurance	\$ 9,711	\$ 9,711	\$ 9,137	\$ 574
Pool Staff Payroll	\$ 80,628	\$ 80,628	\$ 76,811	\$ 3,817
Security	\$ 1,500	\$ 1,500	\$ 2,292	\$ (792)
Telephone Expense	\$ 2,880	\$ 2,880	\$ 2,819	\$ 61
Electric	\$ 16,500	\$ 16,500	\$ 18,100	\$ (1,600)
Irrigation/Water	\$ 13,500	\$ 13,500	\$ 9,509	\$ 3,991
Lake Maintenance	\$ 9,800	\$ 9,800	\$ 5,000	\$ 4,800
Pest Control	\$ 650	\$ 650	\$ -	\$ 650
Pool Maintenance	\$ 30,820	\$ 30,820	\$ 31,195	\$ (375)
Grounds Maintenance	\$ 34,354	\$ 34,354	\$ 28,421	\$ 5,933
General Facility Maintenance	\$ 35,000	\$ 35,000	\$ 12,880	\$ 22,120
Refuse Service	\$ 6,700	\$ 6,700	\$ 8,114	\$ (1,414)
Field Contingency	\$ 6,000	\$ 6,000	\$ 245	\$ 5,755
<b>Subtotal Operations &amp; Maintenance</b>	<b>\$ 268,564</b>	<b>\$ 268,564</b>	<b>\$ 225,044</b>	<b>\$ 43,520</b>
<b>Total Expenditures</b>	<b>\$ 382,022</b>	<b>\$ 382,022</b>	<b>\$ 315,577</b>	<b>\$ 66,445</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (25,967)</b>		<b>\$ 52,780</b>	
<b><u>Other Financing Sources/(Uses):</u></b>				
Transfer In/(Out) - Capital Reserve	\$ (19,045)	\$ (19,045)	\$ (19,045)	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (19,045)</b>	<b>\$ (19,045)</b>	<b>\$ (19,045)</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (45,012)</b>		<b>\$ 33,735</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 45,012</b>		<b>\$ 354,808</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 388,543</b>	



**Falcon Trace**  
**Community Development District**  
**Capital Reserve Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending September 30, 2022**

	Adopted Budget	Prorated Budget Thru 09/30/22	Actual Thru 09/30/22	Variance
<b><u>Revenues</u></b>				
Interest	\$ 150	\$ 150	\$ 23	\$ (127)
<b>Total Revenues</b>	<b>\$ 150</b>	<b>\$ 150</b>	<b>\$ 23</b>	<b>\$ (127)</b>
<b><u>Expenditures:</u></b>				
Landscape Improvements	\$ 15,000	\$ 15,000	\$ 7,200	\$ 7,800
Restroom Counters	\$ 7,000	\$ 7,000	\$ -	\$ 7,000
Pool Deck Resurfacing	\$ 40,000	\$ 40,000	\$ 38,460	\$ 1,540
Fence/Security	\$ 40,000	\$ 40,000	\$ -	\$ 40,000
Painting	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
Miscellaneous	\$ 10,000	\$ 10,000	\$ 9,424	\$ 576
<b>Total Expenditures</b>	<b>\$ 122,000</b>	<b>\$ 122,000</b>	<b>\$ 55,084</b>	<b>\$ 66,916</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (121,850)</b>		<b>\$ (55,061)</b>	
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer In/(Out)	\$ 19,045	\$ 19,045	\$ 19,045	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 19,045</b>	<b>\$ 19,045</b>	<b>\$ 19,045</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (102,805)</b>		<b>\$ (36,016)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 235,947</b>		<b>\$ 253,477</b>	
<b>Fund Balance - Ending</b>	<b>\$ 133,142</b>		<b>\$ 217,461</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	\$ 52,798	\$ 15,627	\$ 11,221	\$ 7,454	\$ 5,984	\$ 2,175	\$ 4,870	\$ 924	\$ 363,789
Miscellaneous Income	\$ 350	\$ -	\$ 100	\$ -	\$ -	\$ 200	\$ 345	\$ 335	\$ 430	\$ 580	\$ 215	\$ 570	\$ 3,125
Interest Income	\$ 13	\$ 13	\$ 17	\$ 19	\$ 19	\$ 39	\$ 59	\$ 114	\$ 163	\$ 243	\$ 337	\$ 407	\$ 1,443
<b>Total Revenues</b>	<b>\$ 363</b>	<b>\$ 23,416</b>	<b>\$ 80,704</b>	<b>\$ 158,766</b>	<b>\$ 52,816</b>	<b>\$ 15,866</b>	<b>\$ 11,625</b>	<b>\$ 7,903</b>	<b>\$ 6,577</b>	<b>\$ 2,998</b>	<b>\$ 5,422</b>	<b>\$ 1,902</b>	<b>\$ 368,357</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisors Fees	\$ 800	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000	\$ -	\$ 4,800
FICA Expense	\$ 61	\$ -	\$ -	\$ 77	\$ -	\$ 77	\$ -	\$ 77	\$ -	\$ 77	\$ -	\$ -	\$ 367
Engineering Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Attorney Fees	\$ 1,960	\$ 35	\$ 1,011	\$ 535	\$ 736	\$ 791	\$ 65	\$ 566	\$ 70	\$ 64	\$ 724	\$ 255	\$ 6,810
Annual Audit	\$ -	\$ -	\$ -	\$ 3,000	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500
Management Fees	\$ 4,563	\$ 4,563	\$ 4,563	\$ 4,563	\$ 4,563	\$ 4,563	\$ 4,563	\$ 4,563	\$ 4,563	\$ 4,563	\$ 4,563	\$ 4,563	\$ 54,758
Information Technology	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 1,100
Website Maintenance	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 600
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 6	\$ -	\$ 4	\$ 4	\$ 8	\$ 4	\$ 8	\$ 14	\$ 11	\$ 3	\$ -	\$ 31	\$ 93
Printing and Binding	\$ -	\$ 46	\$ -	\$ -	\$ 60	\$ -	\$ 65	\$ -	\$ 41	\$ -	\$ -	\$ 102	\$ 313
Insurance	\$ 11,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,868
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 154	\$ -	\$ 144	\$ -	\$ 214	\$ 214	\$ -	\$ 725
Contingency	\$ 38	\$ 58	\$ 32	\$ 56	\$ 16	\$ -	\$ 22	\$ 41	\$ 23	\$ 56	\$ 36	\$ 13	\$ 391
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 0	\$ 15	\$ 0	\$ 0	\$ 0	\$ 0	\$ 15	\$ 0	\$ 1	\$ 0	\$ -	\$ 1	\$ 34
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>\$ 6,025</b>	<b>\$ 6,731</b>	<b>\$ 4,880</b>	<b>\$ 6,546</b>	<b>\$ 4,849</b>	<b>\$ 5,042</b>	<b>\$ 6,755</b>	<b>\$ 5,106</b>	<b>\$ 90,533</b>
<b>Operations &amp; Maintenance</b>													
Field Management	\$ 1,710	\$ 1,710	\$ 1,710	\$ 1,710	\$ 1,710	\$ 1,710	\$ 1,710	\$ 1,710	\$ 1,710	\$ 1,710	\$ 1,710	\$ 1,710	\$ 20,521
Property Insurance	\$ 9,137	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,137
Pool Staff Payroll	\$ 7,404	\$ 2,598	\$ 1,775	\$ 2,979	\$ 2,783	\$ 5,984	\$ 9,100	\$ 8,659	\$ 8,430	\$ 7,930	\$ 7,922	\$ 11,247	\$ 76,811
Security	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 1,369	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 2,292
Telephone Expense	\$ 229	\$ 228	\$ 228	\$ 228	\$ 227	\$ 240	\$ 240	\$ 239	\$ 239	\$ 239	\$ 241	\$ 241	\$ 2,819
Electric	\$ 1,638	\$ 1,500	\$ 1,425	\$ 1,280	\$ 1,375	\$ 1,216	\$ 1,513	\$ 1,485	\$ 1,489	\$ 1,719	\$ 1,668	\$ 1,790	\$ 18,100
Irrigation /Water	\$ -	\$ 896	\$ 1,583	\$ -	\$ 899	\$ 1,623	\$ -	\$ 1,650	\$ 957	\$ -	\$ 977	\$ 925	\$ 9,509
Lake Maintenance	\$ 400	\$ 400	\$ 400	\$ 1,000	\$ 400	\$ 400	\$ 400	\$ 400	\$ -	\$ 400	\$ 800	\$ -	\$ 5,000
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ 4,932	\$ 1,559	\$ 2,162	\$ 1,812	\$ 2,822	\$ 2,123	\$ 2,571	\$ 1,670	\$ 3,030	\$ 3,083	\$ 2,865	\$ 2,566	\$ 31,195
Grounds Maintenance	\$ 2,368	\$ 2,368	\$ 2,368	\$ 2,368	\$ 2,368	\$ 2,368	\$ 2,368	\$ 2,368	\$ 2,368	\$ 2,368	\$ 2,368	\$ 2,368	\$ 28,421
General Facility Maintenance	\$ 1,273	\$ 6	\$ -	\$ -	\$ 1,688	\$ 1,005	\$ 1,393	\$ 298	\$ 1,237	\$ 612	\$ 5,353	\$ 15	\$ 12,880
Refuse Service	\$ 568	\$ 575	\$ 580	\$ 580	\$ 578	\$ 589	\$ 629	\$ 742	\$ 759	\$ 841	\$ 845	\$ 829	\$ 8,114
Field Contingency	\$ -	\$ -	\$ 41	\$ 125	\$ -	\$ 19	\$ -	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ 245
<b>Subtotal Operations &amp; Maintenance</b>	<b>\$ 29,743</b>	<b>\$ 11,925</b>	<b>\$ 12,356</b>	<b>\$ 12,166</b>	<b>\$ 14,935</b>	<b>\$ 18,645</b>	<b>\$ 20,009</b>	<b>\$ 19,366</b>	<b>\$ 20,304</b>	<b>\$ 18,987</b>	<b>\$ 24,833</b>	<b>\$ 21,776</b>	<b>\$ 225,044</b>
<b>Total Expenditures</b>	<b>\$ 54,356</b>	<b>\$ 16,784</b>	<b>\$ 18,108</b>	<b>\$ 21,542</b>	<b>\$ 20,960</b>	<b>\$ 25,376</b>	<b>\$ 24,888</b>	<b>\$ 25,912</b>	<b>\$ 25,153</b>	<b>\$ 24,028</b>	<b>\$ 31,587</b>	<b>\$ 26,882</b>	<b>\$ 315,577</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (53,993)</b>	<b>\$ 6,632</b>	<b>\$ 62,596</b>	<b>\$ 137,224</b>	<b>\$ 31,856</b>	<b>\$ (9,510)</b>	<b>\$ (13,264)</b>	<b>\$ (18,009)</b>	<b>\$ (18,576)</b>	<b>\$ (21,031)</b>	<b>\$ (26,165)</b>	<b>\$ (24,980)</b>	<b>\$ 52,780</b>
<b>Other Financing Sources/Uses:</b>													
Transfer In/(Out) -Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (19,045)	\$ (19,045)
<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>\$ (19,045)</b>	<b>\$ (19,045)</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>\$ 31,856</b>	<b>\$ (9,510)</b>	<b>\$ (13,264)</b>	<b>\$ (18,009)</b>	<b>\$ (18,576)</b>	<b>\$ (21,031)</b>	<b>\$ (26,165)</b>	<b>\$ (44,025)</b>	<b>\$ 33,735</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
02/14/22	8	\$ 42,391.55	\$ -	\$ (1,685.35)	\$ -	\$ 40,706.20	\$ 40,706.20	\$ 40,706.20
02/23/22	9	\$ 12,591.00	\$ -	\$ (499.50)	\$ -	\$ 12,091.50	\$ 12,091.50	\$ 12,091.50
03/14/22	10	\$ 16,893.80	\$ (666.58)	\$ (636.97)	\$ 36.63	\$ 15,626.88	\$ 15,626.88	\$ 15,626.88
04/11/22	11	\$ 11,554.76	\$ -	\$ (334.00)	\$ -	\$ 11,220.76	\$ 11,220.76	\$ 11,220.76
05/13/22	12	\$ 7,554.60	\$ -	\$ (100.74)	\$ -	\$ 7,453.86	\$ 7,453.86	\$ 7,453.86
06/15/22	13	\$ 5,976.04	\$ -	\$ (8.27)	\$ 16.52	\$ 5,984.29	\$ 5,984.29	\$ 5,984.29
07/13/22	14	\$ 2,111.22	\$ -	\$ -	\$ 63.33	\$ 2,174.55	\$ 2,174.55	\$ 2,174.55
08/15/22	15	\$ 4,832.41	\$ -	\$ -	\$ 37.77	\$ 4,870.18	\$ 4,870.18	\$ 4,870.18
09/12/22	16	\$ 839.40	\$ -	\$ -	\$ 84.87	\$ 924.27	\$ 924.27	\$ 924.27
<b>TOTAL</b>		<b>\$ 378,463.61</b>	<b>\$ (666.58)</b>	<b>\$ (14,252.27)</b>	<b>\$ 243.85</b>	<b>\$ 363,788.61</b>	<b>\$ 363,788.61</b>	<b>\$ 363,788.61</b>

<b>100%</b>	Gross Percent Collected
<b>\$0.00</b>	Balance Remaining to Collect

# SECTION C



P.O. Box 1469  
Eagle Lake, FL 33839  
1-800-408-8882

## AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: October 28, 2022

Name Falcon Trace CDD  
c/o GMS - Central Florida  
Address 219 E. Livingston St  
City Orlando, FL 32801  
Phone 407-750-3599

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and signee hereafter called "Customer".

*The parties hereto agree as follows*

- A. AAM agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this Agreement in the following sites:

Hawk Lake Located at  
13600 Hawk Lake Dr  
Orlando, FL 32837

- B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

- |                                    |                 |
|------------------------------------|-----------------|
| 1. Submersed vegetation control    | <u>NA</u>       |
| 2. Emerged vegetation control      | <u>Included</u> |
| 3. Floating vegetation control     | <u>Included</u> |
| 4. Filamentous algae control       | <u>Included</u> |
| 5. Shoreline grass & brush control | <u>Included</u> |

Service shall consist of a minimum of monthly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

- C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 11/01/2022 thru 10/31/2023.

Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	<u>NA</u>	Due at the start of work
Maintenance Fee	<u>\$858.00</u>	Due <u>monthly</u> as billed <u>x 12.</u>
Total Annual Cost	<u>\$0.00</u>	

*Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month*

- D. AAM agrees to commence treatment within NA days, weather permitting, from the date of execution or receipt of the proper permits.
- E. The Agreement shall have no force & is withdrawn unless executed and returned by Customer to AAM on or before November 28, 2022
- F. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith

Date: 10/28/2022

Accepted

Date:

Telly R. Smith  
AAM

\_\_\_\_\_  
Customer

## Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days written notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

## ***Audit Committee Meeting***

## SECTION III



# SECTION A

**FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2022  
Orange County, Florida**

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than Monday, November 28, 2022 at 5:00 p.m., at the offices of Governmental Management Services – Central Florida, LLC, Attn: Jason Showe/Brittany Brookes, District Manager, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit one (1) original hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "**Auditing Services- Falcon Trace Community Development District**" on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include résumés for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including résumés with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for Fiscal Year 2022, plus the lump sum cost of four (4) annual renewals.
- E. Provide a proposed schedule for performance of the audit.

**SECTION 13. PROTESTS.** In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

## FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION EVALUATION CRITERIA

### 1. *Ability of Personnel.*

**(20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

## 2. *Proposer's Experience.*

**(20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation of Proposer, etc.)

### 3. *Understanding of Scope of Work.*

**(20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

#### 4. *Ability to Furnish the Required Services.*

**(20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

### 5. *Price.*

**(20 Points)**

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

**TOTAL**

**(100 Points)**

## SECTION B

## **FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Falcon Trace Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2022, with an option for four (4) additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located, St. Lucie County, Florida. The District currently has an operating budget of approximately \$469,934. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2022, be completed no later than June 1, 2023.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards", as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) original hard copy and one (1) electronic copy of their proposal to Governmental Management Services – Central Florida, LLC Attn: Jason Showe, District Manager, 219 East Livingston Street, Orlando, Florida 32801, in an envelope marked on the outside **"Auditing Services – Falcon Trace Community Development District."**

Proposals must be received by **5:00 PM on Monday, November 28, 2022**, at the office address listed above. Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Notice to the District Manager who can be reached at (407) 841-5524.

Jason Showe, District Manager  
Governmental Management Services – Central Florida, LLC