

***Falcon Trace  
Community Development District***

***Agenda***

***December 9, 2022***

# *Falcon Trace*

## *Community Development District*

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219 East Livingston Street, Orlando, FL 32801

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

December 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 **Friday, December 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:

### **Audit Committee Meeting**

- I. Roll Call
- II. Public Comment Period
- III. Review of Proposals and Tally of Audit Committee Members Rankings
  - A. Dibartolomeo, McBee, Hartley & Barnes
  - B. Grau & Associates
- IV. Adjournment

### **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 Revised CALM Proposal for Amenity Staffing
- VII. Acceptance of Rankings of the Audit Committee and Authorizing Staff to Send a Notice of Intent to Award
- 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. **Aquatics:** Review of CDD Aquatic Maintenance Scope of Services of

Stormwater Ponds

- ii. Consideration of Proposal for Aquatic Plant Management Agreement- *Applied Aquatic Management*
- iii. Consideration of Proposal for Aquatic Lake Maintenance- *Solitude Lake Management*
- iv. **Landscaping:** Review of CDD Landscape Scope of Services
- v. Consideration of Landscape Maintenance Services Presentation and Proposal- *Yellowstone Landscape*
- vi. Consideration of Landscape Maintenance Services Presentation and Proposal- *United Land Services*
- vii. Consideration of Proposal for Fence Installation- *All-Rite Fence Services*

IX. Supervisor's Requests

X. Adjournment

## ***Audit Committee Meeting***



# SECTION A

# **Falcon Trace Community Development District**

<b>Proposer</b>
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**DiBartolomeo, McBee, Hartley & Barnes, P.A.**  
**Certified Public Accountants**

**2222 Colonial Road, Suite 200  
Fort Pierce, Florida 34950  
(772) 461-8833**

**591 SE Port St. Lucie Boulevard  
Port Saint Lucie, Florida 34984  
(772) 878-1952**

**Contact:**

**Jim Hartley, CPA  
Principal**

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Falcon Trace  
Community Development District  
Audit Selection Committee

Dear Committee Members:

We are pleased to have this opportunity to present the qualifications of DiBartolomeo, McBee, Hartley & Barnes, P.A. (DMHB) to serve as Falcon Trace Community Development District's independent auditors. The audit is a significant engagement demanding various professional resources, governmental knowledge and expertise, and, most importantly, experience serving Florida local governments. DMHB understands the services required and is committed to performing these services within the required time frame. We have the staff available to complete this engagement in a timely fashion. We audit several entities across the State making it feasible to schedule and provide services at the required locations.

***Proven Track Record***—Our clients know our people and the quality of our work. We have always been responsive, met deadlines, and been willing to go the extra mile with the objective of providing significant value to mitigate the cost of the audit. This proven track record of successfully working together to serve governmental clients will enhance the quality of services we provide.

***Experience***—DMHB has a history of providing quality professional services to an impressive list of public sector clients in Florida. We currently serve a large number of public sector entities in Florida, including cities, villages, special districts, as well as a large number of community development districts. Our firm has performed in excess of 100 community development district audits. In addition, our senior management team members have between 25 and 35 years experience in serving Florida governments. DMHB is a recognized leader in providing services to governmental and non-profit agencies within the State of Florida. Through our experience in performing audits, we have been able to increase our audit efficiency and therefore reduce cost. We have continually passed this cost saving on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with audit standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up to date on all changes that are occurring within the industry.

***Timeliness*** – In order to meet the Districts needs, we will perform interim internal control testing by January 31<sup>st</sup> from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1<sup>st</sup>. We will also review all minutes and subsequent needs related to the review of the minutes by January 31<sup>st</sup>. Follow up review will be completed as necessary.

***Communication and Knowledge Sharing***— Another driving force behind our service approach is frequent, candid and open communication with management with no surprises. During the course of the audit, we will communicate with management on a regular basis to provide you with a status report on the audit and to discuss any issues that arise, potential management letter comments, or potential audit differences.

In the accompanying proposal, you will find additional information upon which you can evaluate DMHB's qualifications. Our full team is in place and waiting to serve you. Please contact us at 2222 Colonial Road, Suite 200 Fort Pierce, FL 34950. Our phone number is (772) 461-8833. We look forward to further discussion on how our team can work together with you.

Very truly yours,

A handwritten signature in black ink that reads "DiBartolomeo, McBee, Hartley & Barnes". The signature is written in a cursive, flowing style.

DiBartolomeo, McBee, Hartley & Barnes, P.A.

## PROFESSIONAL QUALIFICATIONS

DiBartolomeo, McBee, Hartley & Barnes, P.A. is a local public accounting firm with offices in the cities of Fort Pierce and Port St. Lucie. The firm was formed in 1982.

### ➤ *Professional Staff Resources*

Our services will be delivered through personnel in both our Port St. Lucie and Ft. Pierce offices, located at 591 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34984 and 2222 Colonial Road, Suite 200, Fort Pierce, Florida 34950, respectively. DMHB has a total of 19 professional staff including 9 with extensive experience serving governmental entities.

<b>Professional Staff Classification</b>	<b>Number of Professionals</b>
Partner	4
Managers	2
Senior	2
Staff	11
	19

DiBartolomeo, McBee, Hartley & Barnes provides a variety of accounting, auditing, tax litigation support, estate planning, and consulting services. Some of the governmental, non-profit accounting, auditing and advisory services currently provided to clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under the OMB A-133 audit criteria
- Issuance of Comfort Letters, consent letters, and parity certificates in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews
- Assisting in compiling historical financial data for first-time and subsequent submissions for the GFOA Certificate of Achievement for Excellence in Financial Reporting

## PROFESSIONAL QUALIFICATIONS (CONTINUED)

### ➤ *Professional Staff Resources (Continued)*

- Audits of franchise fees received from outside franchisees
- Preparation of annual reports to the State Department of Banking and Finance
- Audits of Internal Controls – Governmental Special Project
- Assistance with Implementation of current GASB pronouncements

### ➤ *Current and Near Future Workload*

In order to better serve and provide timely and informative financial data, we have comprised an experienced audit team. Our present and future workloads will permit the proposed audit team to perform these audits within the time schedule required and meet all deadlines.

### ➤ *Identification of Audit Team*

The team is composed of people who are experienced, professional, and creative. They fully understand your business and will provide you with reliable opinions. In addition, they will make a point to maintain ongoing dialogue with each other and management about the status of our services.

The auditing firm you select is only as good as the people who serve you. We are extremely proud of the outstanding team we have assembled for your engagement. Our team brings many years of relevant experience coupled with the technical skill, knowledge, authority, dedication, and most of all, the commitment you need to meet your government reporting obligations and the challenges that will result from the changing accounting standards.

A flow chart of the audit team and brief resumes detailing individual team members' experience in each of the relevant areas follow.

**Jim Hartley, CPA** – Engagement Partner (resume attached)  
Will assist in the field as main contact

**Jay McBee, CPA** – Technical Reviewer (resume attached)

**Christine Kenny, CPA** – Senior (resume attached)

## **Jim Hartley**

*Partner – DiBartolomeo, McBee, Hartley & Barnes*

### **Experience and Training**

Jim has over 35 years of public accounting experience and would serve as the engagement partner. His experience and training include:

- 35 years of non-profit and governmental experience.
- Specializing in serving entities ranging from Government to Associations and Special District audits.
- Has performed audits and advisory services for a variety of public sector entities.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 120 hours of CPE credits over the past 3 years.

### **Recent Engagements**

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Jim has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Jim currently provides internal audit and consulting services to governmental entities and non-profit agencies to assist in implementing and maintaining “best practice” accounting policies and procedures. Jim provides auditing services to the Fort Pierce Utilities Authority, St. Lucie County Fire District, City of Port St. Lucie, Tradition CDD #1 – 10, Southern Groves CDD #1-6, Multiple CDD audits, Town of St. Lucie Village, Town of Sewall’s Point, Town of Jupiter Island along with several other entities, including Condo and Homeowner Associations.

### **Education and Registrations**

- Bachelor of Science in Accounting – Sterling College.
- Certified Public Accountant

### **Professional Affiliations**

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

### **Volunteer Service**

- Treasurer & Executive Board - St. Lucie County Chamber of Commerce
- Budget Advisory Board - St. Lucie County School District
- Past Treasurer - Exchange Club for Prevention of Child Abuse & Exchange Foundation Board
- Board of Directors – State Division of Juvenile Justice



## **Jay L. McBee**

*Partner – DiBartolomeo, McBee, Hartley & Barnes*

### **Experience and Training**

Jay has over 45 years of public accounting experience and would serve as the technical reviewer on the audit. His experience and training include:

- 45 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, special districts, and school districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Has extensive experience in performing pension audits.
- Experienced in developing and maintaining the GFOA Certificate of Achievement.
- 120 Hours of relevant government CPE credits over the past 3 years.
- Experience in municipal bond and other governmental-financing options and offerings.

### **Recent Engagements**

Has provided auditing services on local governmental entities including towns, villages, cities, counties, special district and community development districts. Jay has assisted with financial preparation, system implementation, and a variety of government services to a wide range of governmental entities. Jay currently provides auditing services to the City of Port St. Lucie, City of Okeechobee Pension Trust Funds, St. Lucie County Fire District Pension funds, along with several other non-profit and governmental entities.

### **Education and Registrations**

- Bachelor of Science in Accounting and Quantitative Business Management – West Virginia University.
- Certified Public Accountant

### **Professional Affiliations**

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

### **Volunteer Service**

- Member of the St. Lucie County Citizens Budget Committee
- Finance committee for the First United Methodist Church
- Treasurer of Boys & Girls Club of St. Lucie County

## **Christine M. Kenny, CPA**

### ***Senior Staff – DiBartolomeo, McBee, Hartley & Barnes***

#### **Experience and training**

Christine has over 18 years of public accounting experience and would serve as a senior staff for the Constitutional Officers. Her experience and training include:

- 18 years of manager and audit experience.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, towns and special districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- 100 hours of relevant government CPE credits over the past 3 years.

#### **Recent Engagements**

Has provided audit services on governmental entities including towns, villages, cities and special districts. Christine has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Christine currently provides services to multiple agencies to assist in implementing and maintaining “best practice” accounting policies and procedures.

Engagements include St. Lucie County Fire District, City of Fort Pierce, Town of Sewall’s Point, and Town of St. Lucie Village.

#### **Education and Registrations**

- Bachelor of Science in Accounting – Florida State University
- Professional Affiliations
- Active Member of the Florida Institute of Certified Public Accountants
- Active Member of the American Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

## PROFESSIONAL QUALIFICATIONS (CONTINUED)

### ➤ *Governmental Audit Experience*

DiBartolomeo, McBee, Hartley & Barnes, P.A., through its principals and members, has provided continuous in-depth professional accounting, auditing, and consulting services to local government units, nonprofit organizations, and commercial clients. Our professionals have developed considerable expertise in performing governmental audits and single audits and in preparing governmental financial statements in conformance with continually evolving GASB pronouncements, statements, and interpretations. All of the public sector entities we serve annually are required to be in accordance with GASB pronouncements and government auditing standards. We currently perform several Federal and State single audits in compliance with OMB Circular A-133 and under the Florida Single Audit Act. Our professionals are also experienced in assisting their clients with preparing Comprehensive Annual Financial Reports (GFOA).

All work performed by our firm is closely supervised by experienced certified public accountants. Only our most seasoned CPA's perform consulting services. Some of the professional accounting, auditing, and management consulting services currently provided to our local governmental clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under OMB A-133 audit criteria and the Florida Single Audit Act
- Assisting in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement of Excellence in Financial Reporting
- Audits of franchise fees received from outside franchisees
- Assistance with Implementation of GASB-34
- Internal audit functions
- Fixed assets review and updating cost/depreciation allocations and methods

## ADDITIONAL DATA

### ➤ *Procedures for Ensuring Quality Control & Confidentiality*

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. DiBartolomeo, McBee, Hartley & Barnes is formally dedicated to that commitment.

In an effort to continue to maintain the standards of working excellence required by our firm, DiBartolomeo, McBee, Hartley & Barnes, P.A. joined the Quality Review Program of the American Institute of Certified Public Accountants. To be a participating member firm, a firm must obtain an independent compliance review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements. The scope of peer review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence
- Assignment of professional personnel to engagements
- Consultation on technical matters
- Supervision of engagement personnel
- Hiring and employment of personnel
- Professional development
- Advancement
- Acceptance and continuance of clients
- Inspection and review system

### ➤ *Independence*

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, independent auditors must exercise utmost care in the performance of their duties.

Our firm has provided continuous certified public accounting services in the government sector for 31 years, and we are independent of the Community Development Districts as defined by the following rules, regulations, and standards:

## ADDITIONAL DATA (CONTINUED)

### ➤ *Independence (Continued)*

- Au Section 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants
- ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants
- Chapter 21A-21, Florida Administrative Code
- Section 473.315, Florida Statutes
- Government Auditing Standards, issued by the Comptroller General of the United States

### ➤ *Computer Auditing Capabilities*

DiBartolomeo, McBee, Hartley & Barnes' strong computer capabilities as demonstrated by our progressive approach to computer auditing and extensive use of microcomputers. Jay McBee is the MIS partner for DMHB. Jay has extensive experience in auditing and evaluating various computer systems and would provide these services in this engagement.

We view the computer operation as an integral part of its accounting systems. We would evaluate the computer control environment to:

- Understand the computer control environment's effect on internal controls
- Conclude on whether aspects of the environment require special audit attention
- Make preliminary determination of comments for inclusion in our management letter

*This evaluation includes:*

- System hardware and software
- Organization and administration
- Access

## Contracts of Similar Nature within References

Client	Years	Annual Audit In Accordance With GAAS	Engagement Partner	Incl. Utility Audit/ Consulting	GFOA Cert.	GASB 34 Implementation & Assistance	Total Hours
St. Lucie County Fire District Karen Russell, Clerk-Treasurer (772)462-2300	1984 - Current	√	<b>Jim Hartley</b>			√	<b>250-300</b>
City of Fort Pierce Johnna Morris, Finance Director (772)-460-2200	2005-current	√	<b>Mark Barnes</b>		√	√	<b>800</b>
Fort Pierce Utilities Authority Nina Hurtubise, Finance Director (772)-466-1600	2005-current	√	<b>Jim Hartley</b>	√	√	√	<b>600</b>
Town of St. Lucie Village Diane Robertson, Town Clerk (772) 595-0663	1999 – current	√	<b>Jim Hartley</b>			√	<b>100</b>
City of Okeechobee Pension Trust Funds Marita Rice, Supervisor of Finance (863)763-9460	1998 – current	√	<b>Jay McBee</b>				<b>60</b>
St. Lucie County Fire District 175 Pension Trust Fund Chris Bushman , Captain (772) 462-2300	1990 – current	√	<b>Jay McBee</b>				<b>60</b>
Tradition Community Development District 1-10 Alan Mishlove, District Finance Manager (407)382-3256	2002 - current	√	<b>Jim Hartley</b>			√	<b>350</b>
Legends Bay Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Union Park Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Deer Island Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Park Creek Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Waterleaf Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>

## TECHNICAL APPROACH

**a. *An Express Agreement to Meet or Exceed the Performance Specifications.***

1. The audit will be conducted in compliance with the following requirements:
  - a. Rules of the Auditor General for form and content of governmental audits
  - b. Regulations of the State Department of Banking and Finance
  - c. Audits of State and Local Governmental Units-American Institute of Certified Public Accountants.
2. The audit report shall contain the opinion of the auditor in reference to all financial statements, and an opinion reflecting compliance with applicable legal provisions.
3. We will also provide the required copies of the audit report, the management letter, any related reports on internal control weaknesses and one copy of the adjusting journal entries and financial work papers.
4. The auditor shall, at no additional charge, make all related work papers available to any Federal or State agency upon request in accordance with Federal and State Laws and Regulations.
5. We will work in cooperation with the District, its underwriters and bond council in regard to any bond issues that may occur during the term of the contract.
6. The financial statements shall be prepared in conformity with Governmental Accounting Standards Board Statement Number 34, 63 and 65.

We will commit to issuing the audit for each Fiscal year by June 1<sup>st</sup> of the following year. In order to ensure this we will perform interim internal control testing as required by January 31<sup>st</sup> from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1<sup>st</sup>. We will also review all minutes and subsequent needs related to the review of the minutes by January 30<sup>th</sup>. Follow up review will be completed as necessary.

***b. A Tentative Schedule for Performing the Key phases of the Audit***

<b>Audit Phase and Tasks</b>	<b>Oct.</b>	<b>Nov.</b>	<b>Dec.</b>	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>Apr.</b>
<b><i>I. Planning Phase:</i></b>							
Meetings and discussions with Falcon Trace Community Development District personnel regarding operating, accounting and reporting matters							
Discuss management expectations, strategies and objectives							
Review operations							
Develop engagement plan							
Study and evaluate internal controls							
Conduct preliminary analytical review							
<b><i>II. Detailed Audit Phase:</i></b>							
Conduct final risk assessment							
Finalize audit approach plan							
Perform substantive tests of account balances							
Perform single audit procedures (if applicable)							
Perform statutory compliance testing							
<b><i>III. Closing Phase:</i></b>							
Review subsequent events, contingencies and commitments							
Complete audit work and obtain management representations							
Review proposed audit adjustments with client							
<b><i>IV. Reporting Phase:</i></b>							
Review or assist in preparation of financial statement for Falcon Trace Community Development District							
Prepare management letter and other special reports							
Exit conference with Falcon Trace Community Development District officials and management							
Delivery of final reports							



**b. SPECIFIC AUDIT APPROACH**

**Our partners are not strangers who show up for an entrance conference and an exit conference.** We have developed an audit plan that allows the partners to directly supervise our staff in the field. By assigning two partners to the audit, we will have a partner on-site for a significant portion of the fieldwork. This also gives the District an additional contact individual for questions or problems that may arise during the audit.

The scope of our services will include a financial, as well as, a compliance audit of the District's financial statements. Our audit will be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Additionally, our audit will be conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local government entity audits performed in the State of Florida.

Our audit approach places emphasis on the accounting information system and how the data is recorded, rather than solely on the verification of numbers on a financial statement. This approach enables us to:

- Maximize our understanding of the District's operating environment
- Minimize time required conducting the audit since we start with broad considerations and narrow to specific audit objectives in critical areas

Our audit approach consists of four phases encompassing our audit process:

- Planning Phase
- Detailed Audit Phase
- Closing Phase
- Reporting

**Planning Phase**

**Meetings and Expectations:**

Our first step in this phase will be to set up a planning meeting with the financial and operating management of Falcon Trace Community Development District. Our goal here is to eliminate "surprises." By meeting with responsible officials early on we can discuss significant accounting policies, closing procedures and timetables, planned timing of our audit procedures and expectations of our work. This will also be the starting point for our discussions with management related to *SAS No. 99-Consideration of Fraud in a Financial Statement Audit*. Inquiries will be made regarding managements knowledge of fraud and on management's views regarding the risk of fraud.

## **Review Operations and Develop Engagement Plan**

It is critical that we understand the District's operating environment. To do this we will obtain and review such items as, organizational charts, recent financial statements, budget information, major contracts and lease agreements. We will also gather other information necessary to increase our understanding of the District's operations, organization, and internal control.

## **Study and Evaluate Internal Control**

As part of general planning, we will obtain an understanding and assessment of the District's control environment. This assessment involves a review of management's operating style, written internal control procedures, and the District's accounting system. The assessment is necessary to determine if we can rely on control procedures and thus reduce the extent of substantive testing.

We then test compliance with established control procedures by ascertaining that the significant strengths within the system are functioning as described to us. Generally, transactions are selected and reviewed in sufficient detail to permit us to formulate conclusions regarding compliance with control procedures and the extent of operation compliance with pertinent laws and regulations. This involves gaining an understanding of the District's procedures, laws and regulations, and testing systems for compliance by examining contracts, invoices, bid procedures, and other documents. After testing controls, we then evaluate the results of those tests and decide whether we can rely on controls and thus reduce other audit procedures.

## **Conduct Preliminary Analytical Review**

Also during the planning stage, we undertake analytical procedures that aid us in focusing our energies in the right direction. We call these analytical reviews.

A properly designed analytical review can be a very effective audit procedure in audits of governmental units. Analytical reviews consist of more than just a comparison of current-year actual results to prior-year actual results. Very effective analytical review techniques include trend analysis covering a number of years and comparisons of information not maintained totally within the financial accounting system, such as per capita information, prevailing market interest rates, housing statistics, etc.

Some examples of effective analytical reviews performed together and/or individually include:

- Comparison of current-year actual results with current-year budget for the current and past years with investigation of significant differences and/or trends
- Trend analysis of the percentage of current-year revenues to current-year rates for the current and previous years with investigation of significant changes in the collection percentage
- Trend analysis of the percentage of expenditures by function for the current and previous years with investigation of significant changes in percentages by department
- Monthly analysis of receipts compared to prior years to detect trends that may have audit implications

Conclusions reached enable us to determine the nature, timing and extent of other substantive procedures.

## Detailed Audit Phase

### **Conduct Final Risk Assessment and Prepare Audit Programs**

Risk assessment requires evaluating the likelihood of errors occurring that could have a material affect on the financial statements being audited. The conclusions we reach are based on many evaluations of internal control, systems, accounts, and transactions that occur throughout the audit. After evaluating the results of our tests of control and our final risk assessment we can develop detailed audit programs.

### **Perform Substantive Tests of Account Balances**

These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. Substantive tests involve such things as examining invoices supporting payments, confirmation of balances with independent parties, analytical review procedures, and physical inspection of assets. All significant accounts will be subjected to substantive procedures. Substantive tests provide direct evidence of the completeness, accuracy, and validity of data.

### **Perform Single Audit Procedures (if applicable)**

During the planning phase of the audit we will request and review schedules of expenditures of federal awards and state financial assistance. These schedules will be the basis for our determination of the specific programs we will test.

In documenting our understanding of the internal control system for the financial statement audit, we will identify control activities that impact major federal and state programs as well. This will allow us to test certain controls for the financial audit and the single audit concurrently. We will then perform additional tests of controls for each federal and state program selected for testing. We will then evaluate the results of the test of controls to determine the nature, timing and extent of substantive testing necessary to determine compliance with major program requirements.

## **Perform Statutory Compliance Testing**

We have developed audit programs for Falcon Trace Community Development District designed to test Florida Statutes as required by the Auditor General. These programs include test procedures such as general inquiries, confirmation from third parties, and examination of specific documents.

### **Closing Phase**

During the closing phase we perform detail work paper reviews, request legal letters, review subsequent events and proposed audit adjustments. Communication with the client is critical in this phase to ensure that the information necessary to prepare financial statements in conformity with accounting principles generally accepted in the United States has been obtained.

### **Reporting Phase**

#### **Financial Statement Preparation**

As a local firm, we spend a considerable amount of time on financial statement preparation and support. With this in mind, we can assist in certain portions of the preparation of financial statements or simply review a draft of financials prepared by your staff. We let you determine our level of involvement.

#### **Management Letters**

***We want to help you solve problems before they become major.***

Our management letters go beyond citing possible deficiencies in the District's internal control structures. They identify opportunities for increasing revenues, decreasing costs, improving management information, protecting assets and improving operational efficiency.

The diversity of experience of our personnel and their independent and objective viewpoints make the comments, observations, and conclusions presented in our management letters a valuable source of information. We have provided positive solution-oriented objective recommendations to our governmental clients regarding investments, accounting accuracy, data processing, revenue bonds, payroll, utility billing, purchasing, budgeting, risk management, and internal auditing.

This review ensures the integrity of the factual data in the management letter but does not influence or impair our independence.

#### **Exit Conferences and Delivery of Reports**

We anticipate meeting with appropriate District personnel in February and issuing the final required reports by the May meeting of each year.

## **PROPOSED AUDIT FEE FOR EACH YEAR OF THE FIVE YEARS**

DiBartolomeo, McBee, Hartley & Barnes P.A. will perform the annual audit of Falcon Trace Community Development District for the five years as follows:

September 30, 2022	\$ 2,850
September 30, 2023	\$ 2,950
September 30, 2024	\$ 3,000
September 30, 2025	\$ 3,150
September 30, 2026	\$ 3,250

In years of new debt issuance fees may be adjusted based on review with management.

## SECTION B



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Proposal to Provide Financial Auditing Services:

## **FALCON TRACE**

**COMMUNITY DEVELOPMENT DISTRICT**

Proposal Due: November 28, 2022  
5:00PM

**Submitted to:**

Falcon Trace  
Community Development District  
c/o District Manager  
219 East Livingston Street  
Orlando, FL 32801

---

**Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
951 Yamato Road, Suite 280  
Boca Raton, Florida 33431

**Tel** (561) 994-9299  
(800) 229-4728

**Fax** (561) 994-5823

[tgrau@graucpa.com](mailto:tgrau@graucpa.com)

[www.graucpa.com](http://www.graucpa.com)



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

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# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

November 28, 2022

Falcon Trace Community Development District  
c/o District Manager  
219 East Livingston Street  
Orlando, FL 32801

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2022, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Falcon Trace Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

## Why Grau & Associates:

### Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

### Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

### Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

### Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

### **Complying With Standards**

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA ([tgrau@graucpa.com](mailto:tgrau@graucpa.com)) or Racquel McIntosh, CPA ([rmcintosh@graucpa.com](mailto:rmcintosh@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates



Antonio J. Grau

# Firm Qualifications



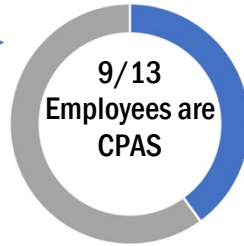
**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## Grau's Focus and Experience

### Our Team



3 Partners  
10 Professional Staff  
2 Administrative Professionals



# 2005

Year founded

### Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

February 20, 2020

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

Dear Antonio Grau:

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

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

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

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

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

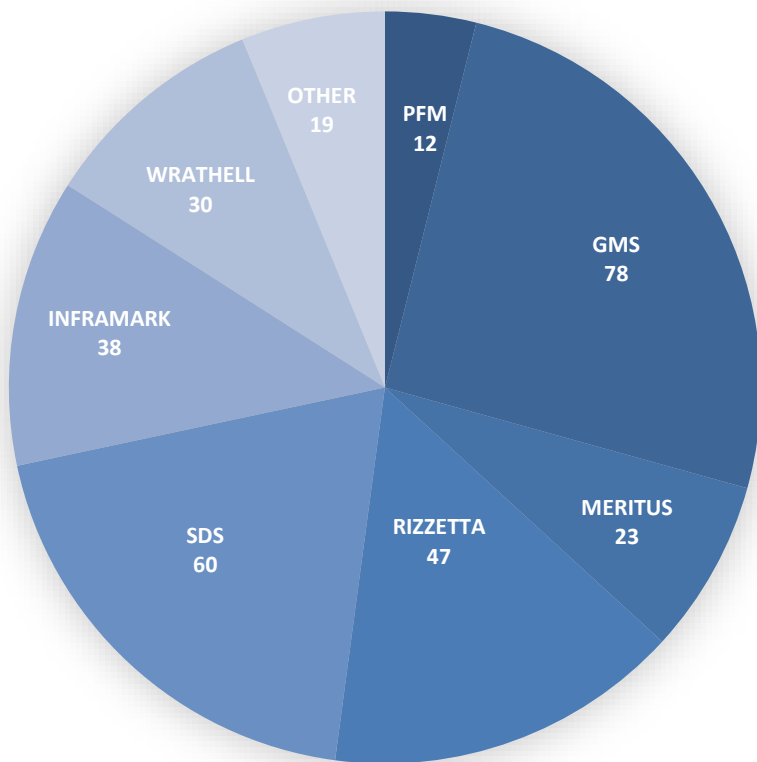
3800 Esplanade Way, Suite 210 | Tallahassee, FL 32311 | 800.342.3197, in Florida | 850.224.2727 | Fax: 850.222.8190 | [www.ficpa.org](http://www.ficpa.org)

## **Firm & Staff Experience**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### Profile Briefs:

#### **Antonio J GRAU, CPA (Partner)**

*Years Performing Audits: 30+*

*CPE (last 2 years):*

*Government*

*Accounting, Auditing:*

*24 hours; Accounting,*

*Auditing and Other:*

*56 hours*

*Professional*

*Memberships: AICPA,*

*FICPA, FGFOA, GFOA*

#### **Racquel McIntosh, CPA (Partner)**

*Years Performing Audits: 14+*

*CPE (last 2 years):*

*Government*

*Accounting, Auditing:*

*47 hours; Accounting,*

*Auditing and Other:*

*58 hours*

*Professional*

*Memberships: AICPA,*

*FICPA, FGFOA, FASD*

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

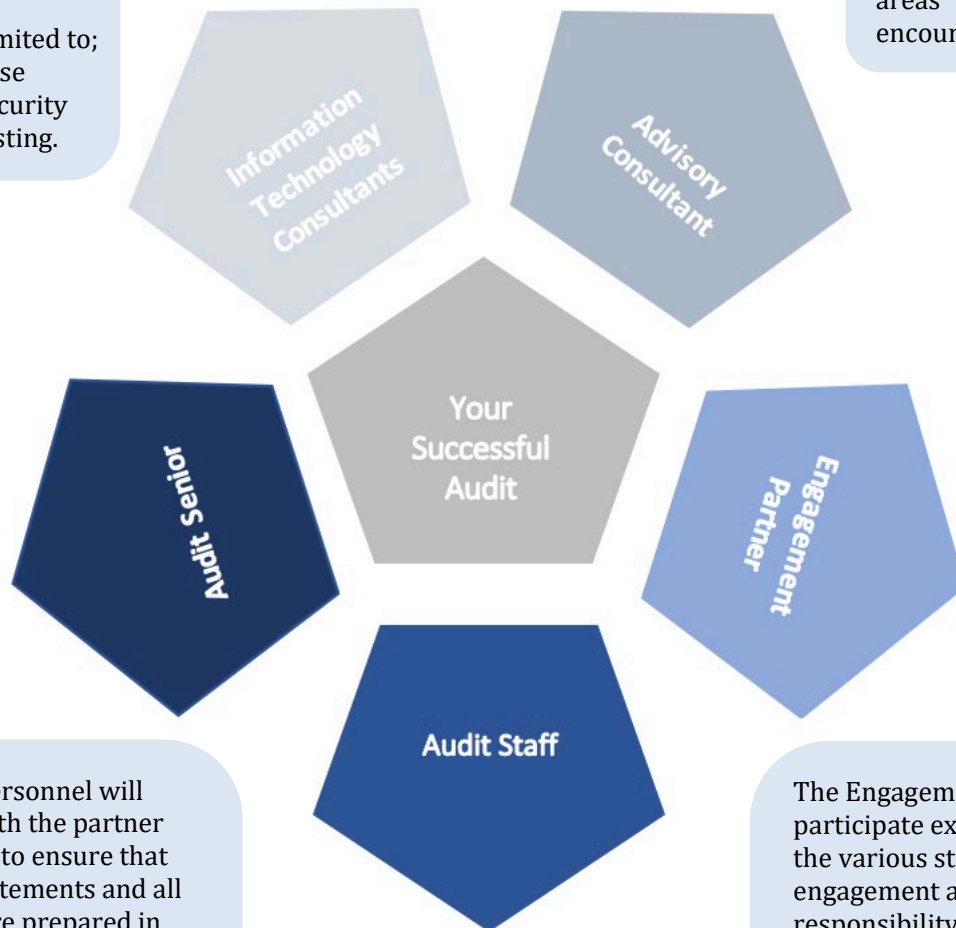
-Racquel McIntosh

## **YOUR ENGAGEMENT TEAM**

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.





# Antonio 'Tony' J. Grau, CPA

## Partner

Contact: [tgrau@graucpa.com](mailto:tgrau@graucpa.com) | (561) 939-6672

### Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

### Education

University of South Florida (1983)  
Bachelor of Arts  
Business Administration

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### Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District	St. Lucie West Services District
Dunes Community Development District	Ave Maria Stewardship Community District
Fishhawk Community Development District (I,II,IV)	Rivers Edge II Community Development District
Grand Bay at Doral Community Development District	Bartram Park Community Development District
Heritage Harbor North Community Development District	Bay Laurel Center Community Development District
Boca Raton Airport Authority	
Greater Naples Fire Rescue District	
Key Largo Wastewater Treatment District	
Lake Worth Drainage District	
South Indian River Water Control	

### Professional Associations/Memberships

American Institute of Certified Public Accountants   Florida Government Finance Officers Association  
Florida Institute of Certified Public Accountants   Government Finance Officers Association Member  
City of Boca Raton Financial Advisory Board Member

### Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	56
Total Hours	80 (includes of 4 hours of Ethics CPE)



# Racquel C. McIntosh, CPA

## Partner

Contact : [rmcintosh@graucpa.com](mailto:rmcintosh@graucpa.com) | (561) 939-6669

### Experience

Racquel has been providing government audit, accounting and advisory services to our clients for over 14 years. She serves as the firm's quality control partner; in this capacity she closely monitors engagement quality ensuring standards are followed and maintained throughout the audit.

Racquel develops in-house training seminars on current government auditing, accounting, and legislative topics and also provides seminars for various government organizations. In addition, she assists clients with implementing new accounting software, legislation, and standards.

### Education

Florida Atlantic University (2004)

Master of Accounting

Florida Atlantic University (2003)

Bachelor of Arts:

Finance, Accounting

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### Clients Served (partial list)

(>300) Various Special Districts, including:  
Carlton Lakes Community Development District  
Golden Lakes Community Development District  
Rivercrest Community Development District  
South Fork III Community Development District  
TPOST Community Development District

Westchase Community Development District  
Monterra Community Development District  
Palm Coast Park Community Development District  
Long Leaf Community Development District  
Watergrass Community Development District

East Central Regional Wastewater Treatment Facilities  
Indian Trail Improvement District  
Pinellas Park Water Management District  
Ranger Drainage District  
South Trail Fire Protection and Rescue Service District

### Professional Associations/ Memberships

American Institute of Certified Public Accountants  
Florida Institute of Certified Public Accountants

FICPA State & Local Government Committee  
FGFOA Palm Beach Chapter

### Professional Education (over the last two years)

#### Course

Government Accounting and Auditing  
Accounting, Auditing and Other  
Total Hours

#### Hours

47

58

105 (includes of 4 hours of Ethics CPE)

# References



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

### Dunes Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 1998
<b>Client Contact</b>	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

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### Two Creeks Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2007
<b>Client Contact</b>	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

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### Journey's End Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2004
<b>Client Contact</b>	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

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# **Specific Audit Approach**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# **AUDIT APPROACH**

## **Grau's Understanding of Work Product / Scope of Services:**

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

## **Proposed segmentation of the engagement**

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



## **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

### **During this phase we will perform the following activities:**

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.



## **Phase II – Execution of Audit Plan**

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

## **Phase III - Completion and Delivery**

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.



# **Cost of Services**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2022-2026 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2022	\$3,500
2023	\$3,600
2024	\$3,700
2025	\$3,800
2026	<u>\$3,900</u>
<b>TOTAL (2022-2026)</b>	<b><u>\$18,500</u></b>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.

# **Supplemental Information**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## **PARTIAL LIST OF CLIENTS**

<b>SPECIAL DISTRICTS</b>	<b>Governmental Audit</b>	<b>Single Audit</b>	<b>Utility Audit</b>	<b>Current Client</b>	<b>Year End</b>
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
<b>TOTAL</b>	<b>333</b>	<b>5</b>	<b>3</b>	<b>328</b>	

## **ADDITIONAL SERVICES**

### **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

### **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

**73**

Current  
Arbitrage  
Calculations

**We look forward to providing **Falcon Trace Community Development District** with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates  
please visit us on [www.graucpa.com](http://www.graucpa.com).**

## ***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.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

## 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 January 18, 2023.

Introduced, considered favorably, and adopted this 18th day of January 2023.

**ATTEST:**

**FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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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

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### **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**

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 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 county or 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 county or District or to any other private nonprofit agency, 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**

If the surplus property is valued at less than \$5,000.00, it may be disposed of 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**

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.**

## **Exhibit A**

### **RESOLUTION 20\_\_-\_\_**

#### **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 county or 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 county or District or to another 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 county or 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 county or 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 20\_\_-\_\_**

**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 (\$5,000.00), 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 20\_\_-\_\_**

**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 (\$5,000.00) 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:**

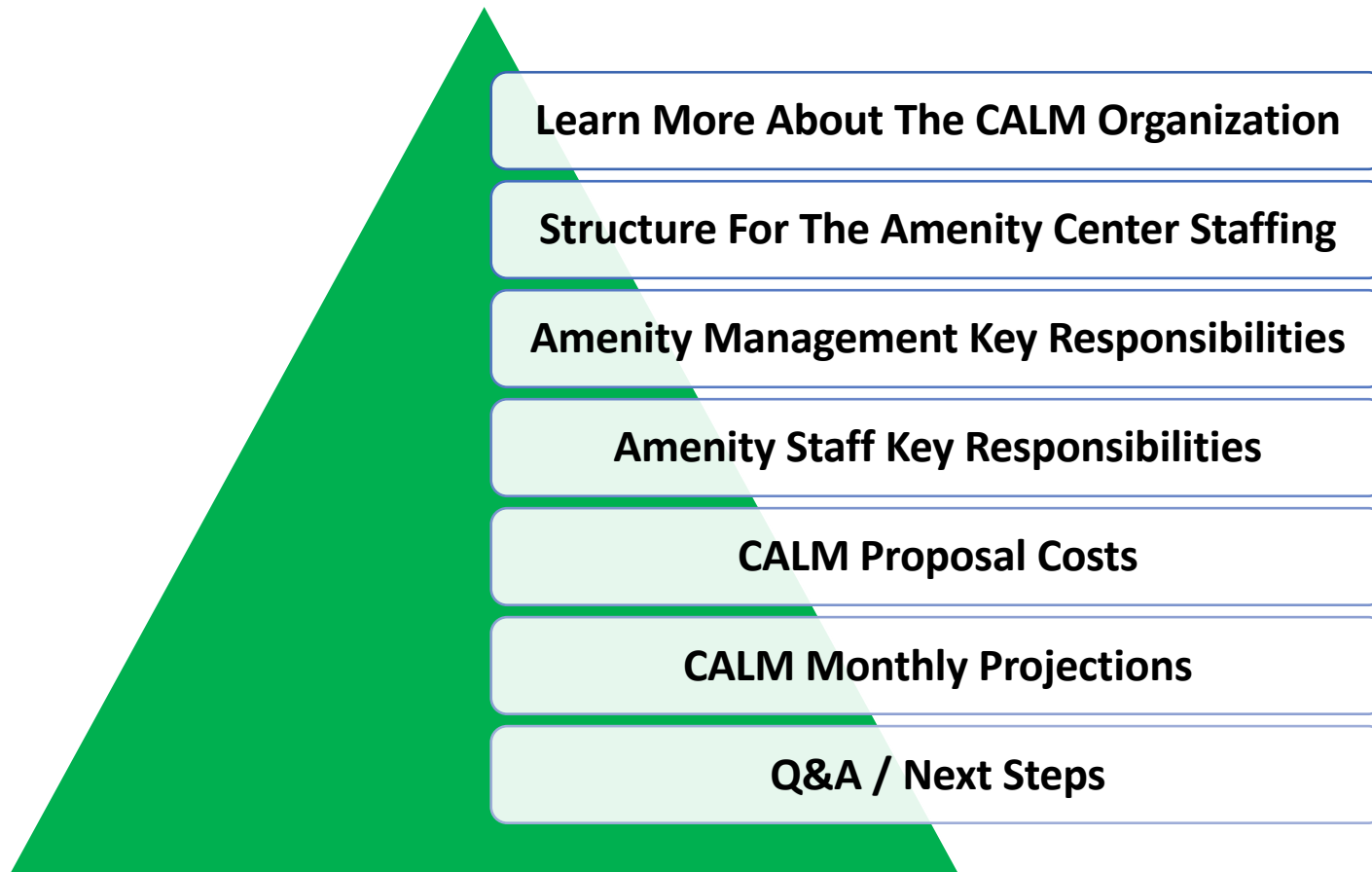


## **Falcon Trace Community Development District**



**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)





# Structure For The Falcon Trace Amenity Center

Falcon Trace  
Amenity  
Center

Marcia Calleja

Full Time  
Associates

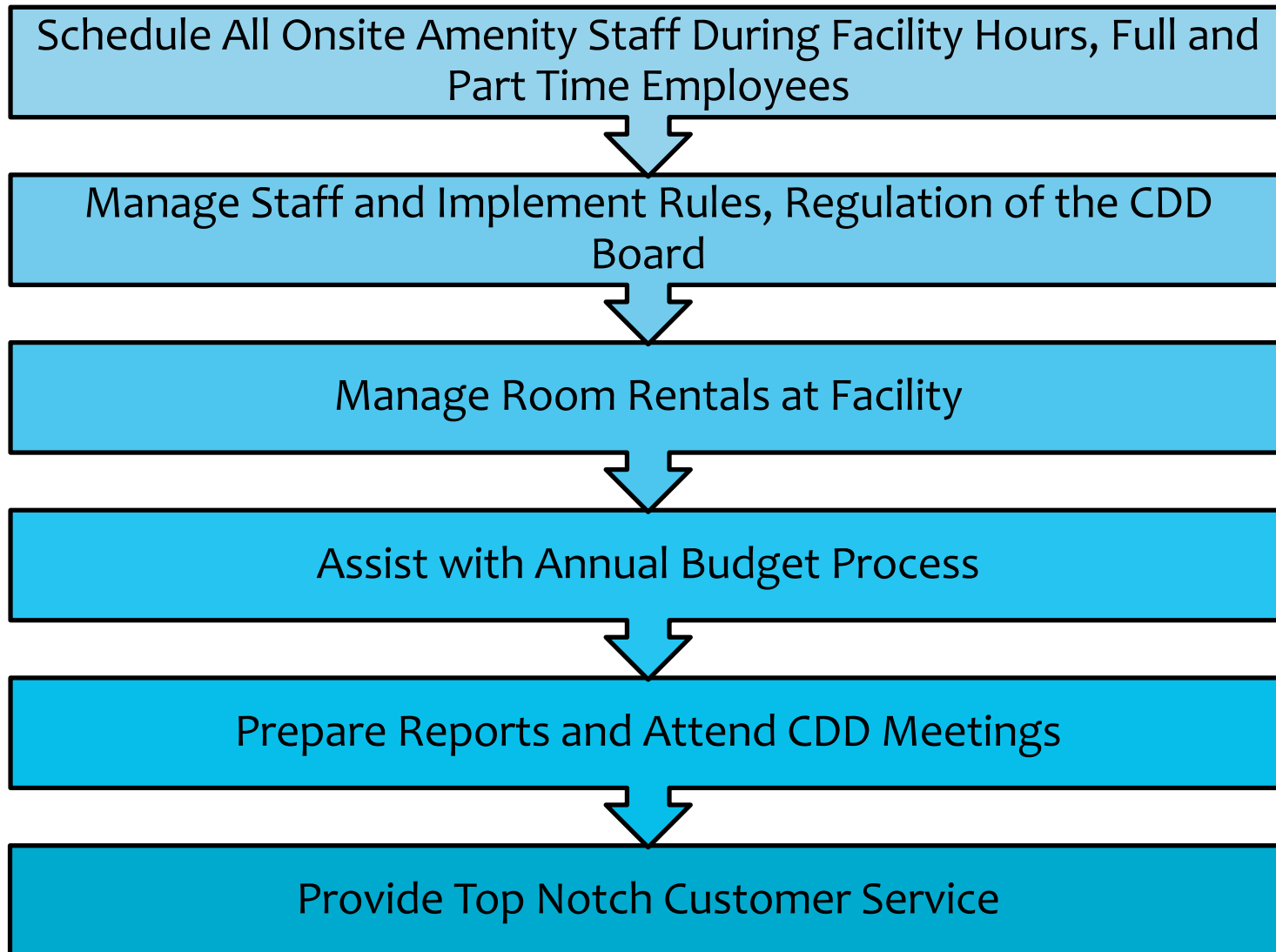
Part Time  
Associates



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.

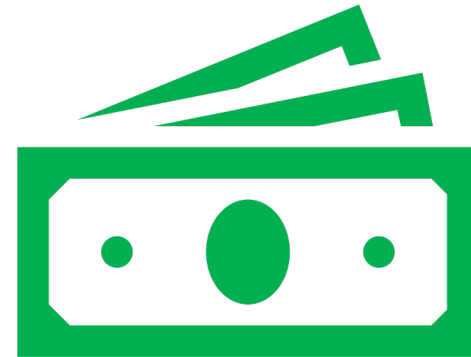
## Closing Shift

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**

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**Darrin Mossing  
President**

---

**Chairman/Vice Chairman**

---

**Date**

---

**Date**

Proposal for Falcon Trace Amenity Management Services - Last Updated 2022-10-10.docx

## Exhibit A

### Staffing Plan

#### Annual Staffing Plan By Position and By Month (in hours)

Position	January	February	March	April	May	June	July	August	September	October	November	December	Total
Facility Attendant Hours	76	77	271	270	345	344	345	345	344	206	76	77	2776
Billing Rate	\$ 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
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Variance	\$ 17
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## SECTION VII

Remington CDD Auditor Selection							
	Ability of Personnel (20 pts)	Proposer's Experience (20 pts)	Understading of Scope of Work (20 pts)	Ability to Furnish the Required Services (20 pts)	Price (20 pts)	Total Points Earned	Ranking (1 being highest)
DiBartolomeo, McBee, Hartley & Barnes					2022- \$2,850 2023- \$2,950 2024- \$3,000 2025- \$3,150 2026- \$3,250		
Grau & Associates					2022- \$3,500 2023- \$3,600 2024- \$3,700 2025- \$3,800 2026- \$3,900		

## 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\_\_\_\_

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**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.**

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**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

1001 Bradford Way  
Kingston, TN 37763

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

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

[illegible]

**GMS-Central Florida, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice****Invoice #:** 663**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
Field Management - October 2022		1,795.58	1,795.58
<b>Total</b>			<b>\$1,795.58</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$1,795.58</b>

**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**

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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)

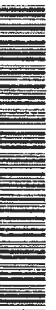
**Questions:**

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

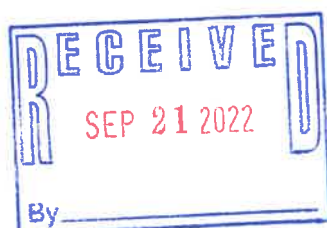
# Invoice

**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>



1-27



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

SEP 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><b>Cash:</b></u>			
Operating Account	\$ 207,197	\$ 226,453	\$ 433,650
<u><b>Investments:</b></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	\$ 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

# Falcon Trace CDD

## Field Management Report



December 9th, 2022  
Jarett Wright  
Assistant Field Manager  
GMS



# Completed

## Storm Cleanup

- ✚ No major damage was incurred from the storm. Area cleanup was performed, and normal operations resumed.



## County Mainline Break

- ✚ Water main from the county side burst. County was alerted and repairs were completed the following day.



# Site Items

## Pressure Washing

- ✚ Scheduling general pressure washing of various areas of the property.



## Swing Chains

- ✚ Rubber coated swing set chains have rapidly deteriorated. Recommend switching to stainless steel chains.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-750-3599, or by email at [JWright@gmscfl.com](mailto:JWright@gmscfl.com). Thank you.

Respectfully,  
Jarett Wright

# SECTION 1

## Falcon Trace CDD Aquatic Maintenance Scope of Services

*This Scope is for the defined services of Aquatic Maintenance of the stormwater ponds. The work of Aquatic maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary to maintain the stormwater ponds according to the scope of services defined below. Therefore, the contractor agrees to do the following:*

### **I. Algae, shoreline weeds/grasses and Aquatic Vegetation Maintenance**

- a. Provide algae and aquatic vegetation management/Maintenance for CDD stormwater ponds.
- b. The contractor will perform One monthly inspection leading to treatments carried out as frequently as needed to control nuisance/exotic vegetation, algae, shorelines grasses, or aquatic weeds.
- c. Check Dissolved oxygen levels as needed and deemed necessary by contractor prior to treatments to ensure safe treatment without potential fish kills.
- d. Treat any surface filamentous algae blooms and planktonic algae blooms that may arise as well as performing treatment for submerged algae and floating or submerged nuisance vegetations as needed.
  - i. Algae blooms will be treated as often as possible until the bloom has subsided, and the algae coverage is less than 5%.
- e. Treat nuisance shoreline grasses and nuisance shoreline vegetation regardless of water level.
  - i. During the dry season these grasses will be treated on the exposed bank.
  - ii. At no time are invasive aquatic weeds or grasses or non-beneficials to cover more than 5% of any contracted pond.
- f. Pond dye will be used as needed to manage any algae blooms or aquatic weeds.
  - i. Blue or black dye can be used at contractors' discretion.
- g. The contractor will spray/treat any invasive, exotics or other nuisance vegetation from littoral shelf areas.
- h. Any beneficials that grow in naturally will be allowed to grow in and reported to management.

### **II. Communication**

- a. Contractor is to be available for regular phone and email communication to facilitate complaints or other issues identified by management
- b. Contractor shall be available for any site visits or site inspections when requested.
- c. Provide at minimum an observation checklist stating what has been observed at each pond and any treatments carried out itemized by pond. A checklist/spreadsheet is sufficient. Contractor is welcome to provide additional details in the report.
- d. Communicate with management on any major algae blooms, or other issues such as erosion problems or other pond bank issues that the contractor may notice.

### **III. Trash Removal**

- a. The contractor will remove any trash and debris from ponds and pond edges once per month.
- b. This trash removal is specific to contracted pond areas only and does not include removal from dry land areas.
- c. Contractor will document trash removal in their monthly report.
- d. Trash removal will include removal of regular trash and debris. The contractor will inform management and submit a proposal for any large debris not reasonably removable during the inspection period

## SECTION 2





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:

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.



## SECTION 3

## **SERVICES CONTRACT**

CUSTOMER NAME: Falcon Trace CDD

SUBMITTED TO: Jarett Wright

CONTRACT EFFECTIVE DATE: December 1, 2022, through November 30, 2023

SUBMITTED BY: Jason Jaszczak

SERVICES: Annual Maintenance

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$14,100.00**. SOLitude shall invoice Customer **\$1,175.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

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10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of

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the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Falcon Trace CDD

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

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## **SCHEDULE A - SERVICES**

**\*\*\* Check Dissolved oxygen levels as needed and deemed necessary by contractor prior to treatments to ensure safe treatment without potential fish kills.\*\*\***

### Visual Inspections:

1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
  - Water levels
  - Water clarity or quality
  - Turbidity
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aquatic Vegetation
  - Algae
  - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
  - Erosion
  - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
  - Forebays and inflowing or outflowing swales, ditches, and stream channels
  - Vegetated buffers
  - Sedimentation
  - Nuisance animal activity
  - Fish habitat
  - Mosquito breeding conditions and habitat
  - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customers will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the lake(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the

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condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Lake(s) will be inspected on a **one (1) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **one (1) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Lake Algae Control:

1. Lake(s) will be inspected on a **one (1) times per month** basis.
2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only,

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and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and

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analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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## SECTION 4

# Falcon Trace CDD

## LANDSCAPE SCOPE OF WORK

### ***THE RIGHT PLANT, THE RIGHT PLACE. THE RIGHT FERTILIZER, THE RIGHT WATER.***

*The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.*

### **GENERAL SERVICES**

#### **A. Turf Maintenance**

*Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.*

##### **1. Mowing**

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.
- b. St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1<sup>st</sup> through September 30<sup>th</sup> and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Pond will be mowed between 26 and 32 times as needed.
- c. St. Augustine and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Contractor shall complete a minimum of two passes along all waterways/wetlands with a 50" mower or larger discharging clippings away from the water. Any waterway edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.
- e. Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and if it occurs they shall be removed prior to the end of each service day.
- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractor's mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of the CDD representative. Replacement material will be of similar size to the material being replaced.

## 2. Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. Edges are to be perpendicular to the ground. String trimmers will not be used for this function. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

## 3. String Trimming

- a. String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- b. Under no circumstance will it be an acceptable practice to string trim bed edges or small areas that may be cut utilizing a walk behind mower.
- c. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD.
- d. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

## 4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

## 5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

## B. Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks. The exception will be the entrances and clubhouse areas. These are high traffic, focal areas and as such will be included to provide weekly attention minimally. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of annual detail rotations

### 1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs,

particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD representative.

- c. Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:
  - Provide clearance for pedestrians, vehicles, mowers and buildings.
  - Maintain clearance from shrubs in bed areas.
  - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.
- h. Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by the CDD representative.
- i. Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

## 2. Weed Control

- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

## 3. Trash Removal

- a. Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

## C. General

### 1. Policing

- a. Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.
- b. As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.
- c. All litter shall be removed from the property and disposed of off-site.

### 2. Communication

- a. Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.
- c. When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5<sup>th</sup> of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns.
- d. Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance of this agreement meets the standards required herein and protects the overall well-being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

### 3. Staffing

- a. The Contractor shall have a well-experienced Foreman/Supervisor on site at all times with the crew. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniform that distinguishes them from the crew. The Foreman/Supervisor should communicate regularly, daily when needed, with the property's manager. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. This will assure the BOD and Management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.
- b. The crew members should be properly trained to carry out their assigned task, and should work in a safe professional manner. Each crew member should be in full uniform at all times.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.
- e. Contractor is expected to staff the property with adequately trained personnel a minimum 3 days per week between Monday & Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to normal member attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

### **SCHEDULE "A" – TURF CARE PROGRAM - ST. AUGUSTINE**

**A. Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.**

<u>Month</u>	<u>Application</u>
January:	Winter fertilization, broadleaf weed control and disease control
March:	Spring granular fertilization, broadleaf weed control, insect and disease control
May:	Late spring heavy, 100% slow release Nitrogen fertilization with Arena and weed Control
October:	Heavy fall granular fertilization and broadleaf weed/disease control

**B. Application Requirements**

**1. Fertilization**

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. At the request of management, soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.



- f. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

## 2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

## 3. Weed Control

- a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- b. Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.

## 4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

### **SCHEDULE "B" – TURF CARE PROGRAM – BAHIA – Where Applicable**

#### **A. Application Schedule**

<u>Month</u>	<u>Application</u>
March:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
June:	Chelated Iron application and Mole Cricket control.
October:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

#### **B. Application Requirements**

##### 1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.

- d. The irrigation system will be fully operational prior to any fertilizer application.
  - e. Soils shall be tested at a reliable testing facility twice per year to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.
2. Insect/Disease Control
- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
  - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
3. Weed Control
- a. Weed control will be limited to the broadleaf variety under this program.
  - b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
4. Warranty
- Only turf loss due to dramatic negligence or mismanagement by the contractor will be considered for replacement by contractor.

### **SCHEDULE "C" – TREE/SHRUB CARE PROGRAM**

#### **A. Application Schedule**

<u>Month</u>	<u>Application</u>
March/April:	Insect/disease control/fertilization.
May/June:	Insect/disease control as needed.
July/August:	Minor nutrient blend with insect/disease control.
October:	disease control as needed
December:	Insect/disease control/fertilization as needed

#### **B. Application Requirements**

1. Fertilization
- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
  - b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
  - c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- g. The irrigation system will be fully operational prior to any fertilizer application.
- h. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.

## 2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- e. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

## 3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

## 4. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

## **SCHEDULE “D” – IRRIGATION MAINTENANCE**

### **A. Frequency of Service**

- a. Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week.
- b. The irrigation inspection will be performed during the same week(s) each month.

### **B. Specifications**

- a. Activate each zone of the system.
- b. Visually check for any damaged heads or heads needing repair.
- c. Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- d. Clean filters located at each zone valve monthly if applicable.
- e. Clean, straighten or adjust any heads not functioning properly.
- f. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
- g. Report any valve or valve box that may be damaged in any way.
- h. Leave areas in which repairs or adjustments are made free of debris.
- i. Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- j. Contractor will provide a written report of the findings by zone.

### **C. Qualifying Statements**

#### **1. Repairs**

- a. Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- b. Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management’s discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

#### **2. Service Calls**

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.
- b. When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

#### **3. Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.**

- a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

#### **4. Damage resulting from contractor’s crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.**

5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
6. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
7. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
8. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.
9. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

**SCHEDULE "E" – ADDITIONAL SERVICES – To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.**

**Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.**

**A. Bedding Plants – Annuals ( If Applicable )**

*The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.*

**1. Schedule**

- a. The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d. Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

**2. Installation**

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine bark Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

### 3. Maintenance

- a. Flower beds unique to the property will be reviewed daily or at each service visit for the following:
  - Removal of all litter and debris.
  - Beds are to remain weed – free at all times.
  - All declining blooms are to be removed immediately.
  - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. Pre-emergent herbicides are not to be used in annual beds.
- e. Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

### 4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

## B. Bed Dressing

### 1. Schedule

- a. Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard".
- b. Application will be completed within a two-week time period.

### 2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.

- b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds then an additional proposal will be created by the contractor for the additional needed yards.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

## **C. Palm Trimming**

### **1. Schedule**

- 2. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.
- 3. All palms less than 12' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 4. Washingtonia palms in excess of 12' will be trimmed up to two times per year in the months of February and August as needed.
- 5. All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.
- 6. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
- 7. Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.
- 8. When trimming, cut the frond close to the trunk without leaving "stubs"
- 9. It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree

# SECTION 5





Landscape Maintenance Services Proposal  
prepared for

**FALCON TRACE CDD**

November 07, 2022



JARETT WRIGHT

GOVERNMENTAL MANAGEMENT SERVICES  
ASSISTANT FIELD MANAGER

Jarett Wright

## Governmental Management Services

Re: Landscape Maintenance Services Proposal for **Governmental Management Services**

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **Falcon Trace CDD**. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **Summary of Observations:** This section explains our approach to maintaining your property and a summary of observation report, highlighting a few items we'd like to address on the property.
- **Startup Plan:** Our transition plan includes the actions we will take in the first 30, 60, and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance. We've also included an organizational chart of your local Yellowstone Landscape team, information on our company, and a monthly detail map.
- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape. We've also included sample irrigation, fert/chem, and manager reports.
- **References:** This section includes project pages of some of our local projects and a list of references. Please feel free to reach out to any of our references.
- **Your Investment:** Pricing for the services we'll provide and our service calendar showing when services will be performed.

If you have any questions after reviewing our proposal, please contact me at any time. We welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,  
Nicole Ailes, *Business Development Manager*  
Yellowstone Landscape

nailes@yellowstonelandscape.com  
559.977.4719

# Summary of Observations

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To Mr. Wright,

I want to thank you for taking the time to go through this and thank you again for the opportunity. We understand your needs and we want to address some concerns in the photos listed below.

The following is a summary of our initial observations about the current condition of your landscape. In these pages, we've identified and documented the issues that we've observed in your landscape and noted some of the immediate opportunities for improvement and action steps that we would undertake, should we be awarded the opportunity to become your property's landscape maintenance partner.



# Falcon Trace CDD

Thursday, November 3, 2022

Prepared For Governmental Management Services



Item 1

Check irrigation for possible leak. Repair, if needed.



Item 2

Spot treat fire ant mounds with bait to control fire ants.



Item 3

Edge turf along mulch beds with a mechanical edger instead of chemically edging.





Item 4

Treat ligustrum treats with a fungicide to control leaf spot noticed on foliage.



Item 5

Fertilize magnolia trees to promote new growth, as tree canopies appear to be thinning.



Item 6

Cut back roses in front entrance roundabout and fertilize to promote new growth.

# OUR STARTUP PLAN

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days** of service, as a way for you to measure our team's performance.

## FIRST 30 DAYS

- ☐ Meet with Property Manager to review 30 – 60 – 90 Day Plan
- ☐ Discuss with Property Manager our “Approach to Services” and “Service Map”
- ☐ Complete an irrigation audit of the entire system
- ☐ Present irrigation deficiencies with plan for corrections
- ☐ Begin maintenance – mowing, trimming, cutbacks, blowing and edging
- ☐ Spend significant amount of time cleaning up the areas that have been neglected (weeding beds and entrance features and detail work)
- ☐ Spot treat weeds in turf areas to be reclaimed
- ☐ Discuss options for turf areas beyond reclamation
- ☐ Continue weed control in planting beds
- ☐ Begin bed separation trimming in all planting beds
- ☐ Apply fertilizer to struggling shrubs and trees throughout the property
- ☐ Begin insect and disease diagnosis on all plant material if applicable
- ☐ Discuss removing severely declining plant material
- ☐ Prepare proposals for replacing missing and dead shrub material throughout property
- ☐ Perform first turf fertilizer application
- ☐ Walk Property with Property Manager to identify other areas of concern

## DAYS 30-60

- ☐ Walk property with Property Manager to evaluate improvements
- ☐ Evaluate our “Approach to Services” and make any necessary adjustments
- ☐ Continue irrigation maintenance and inspections
- ☐ Continue routine maintenance – mowing, trimming, blowing and edging
- ☐ Continue bed separation in all planting beds
- ☐ Retreat turf weeds
- ☐ Continue weed control applications throughout property
- ☐ Monitor and diagnose insect and disease problems in plant material throughout property and come up with a treatment plan
- ☐ Discuss options to improve “curb appeal” in high profile areas





## DAYS 60-90

- ☐ Walk property with Property Manager to evaluate improvements
- ☐ Assess results from actions taken in 30 day and 60 day plans
- ☐ Continue irrigation maintenance/inspections
- ☐ Continue turf weed applications as needed
- ☐ Continue weed control applications throughout property
- ☐ Treat any insect or disease issues diagnosed in plants or trees, upon approval
- ☐ Continue routine maintenance – mowing, trimming, blowing and edging

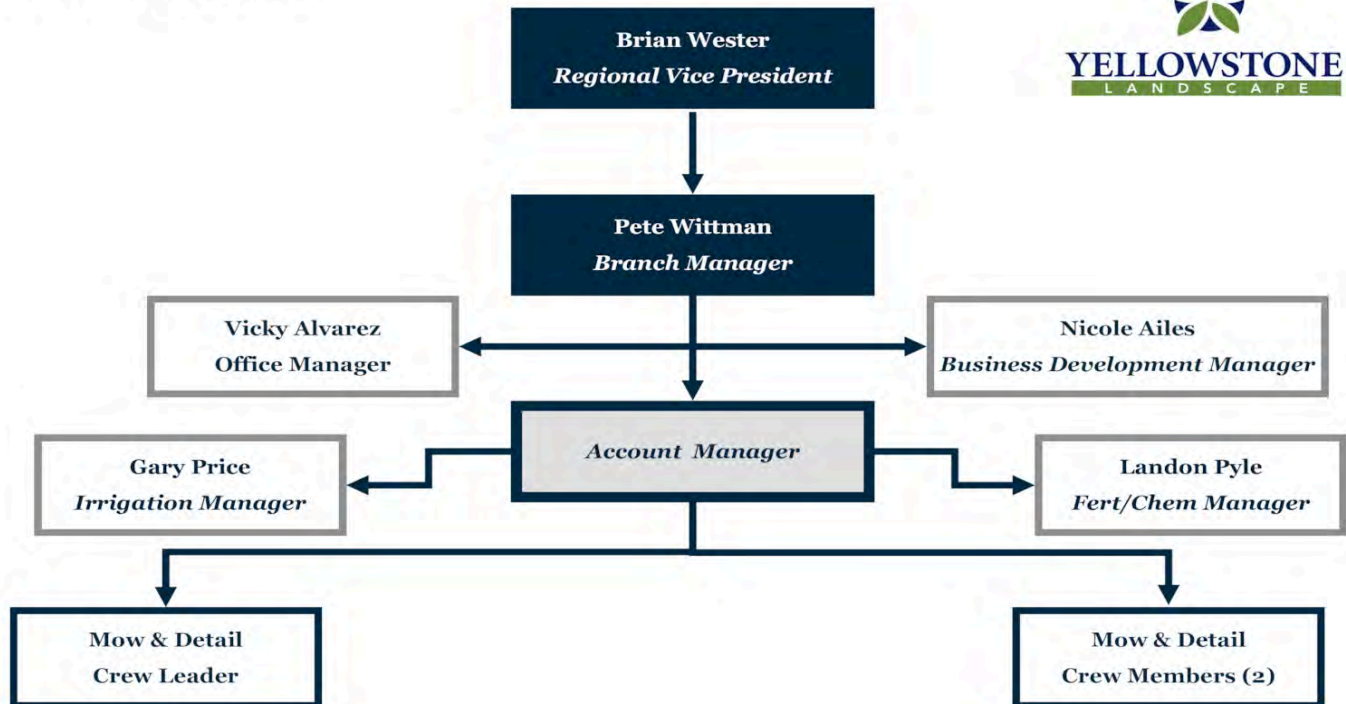


## YOUR SERVICE TEAM

Our Leadership Team is committed to making Yellowstone Landscape the country's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.

Your Local Yellowstone Landscape Professionals are led by:

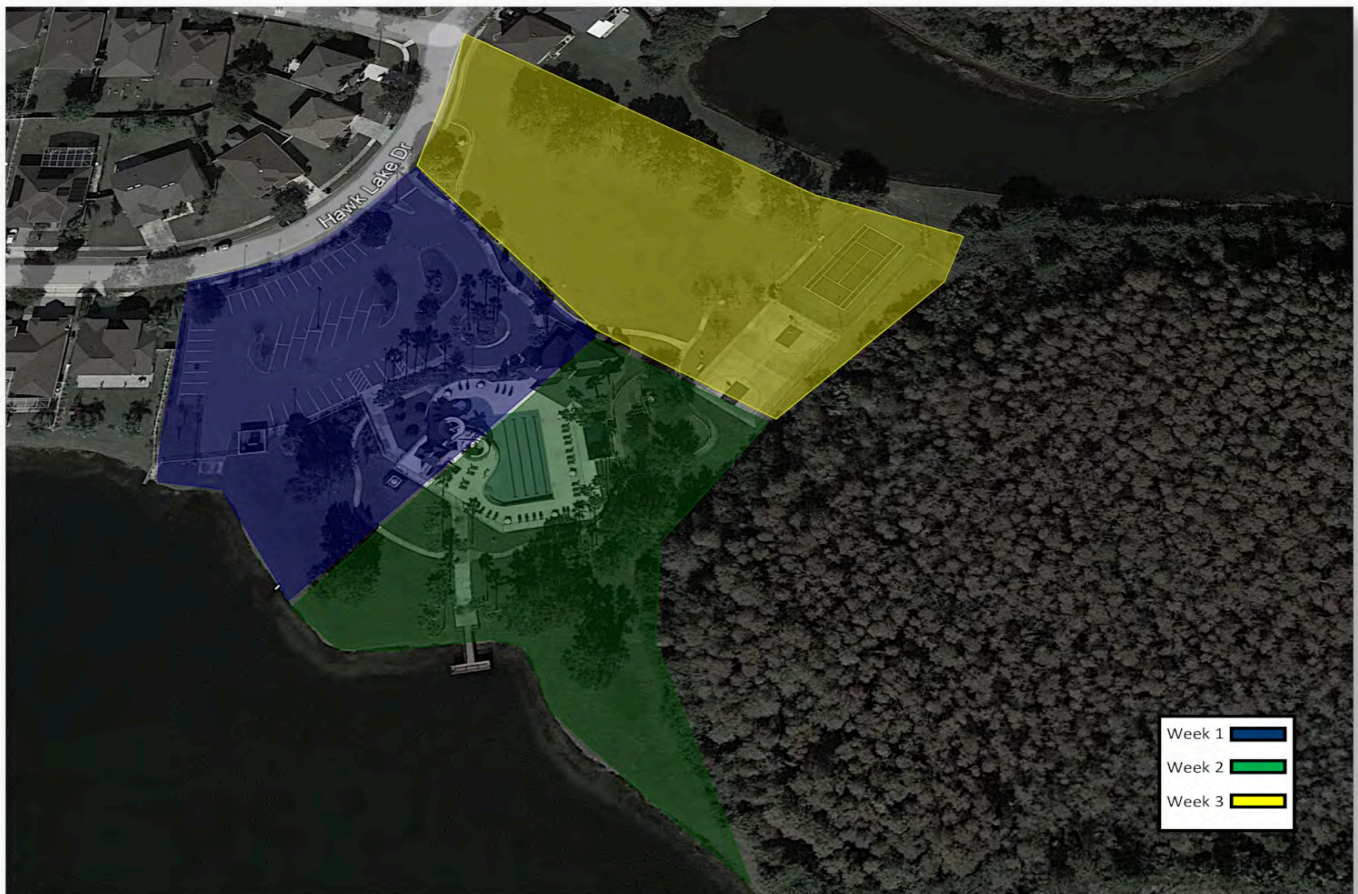
### Falcon Trace CDD





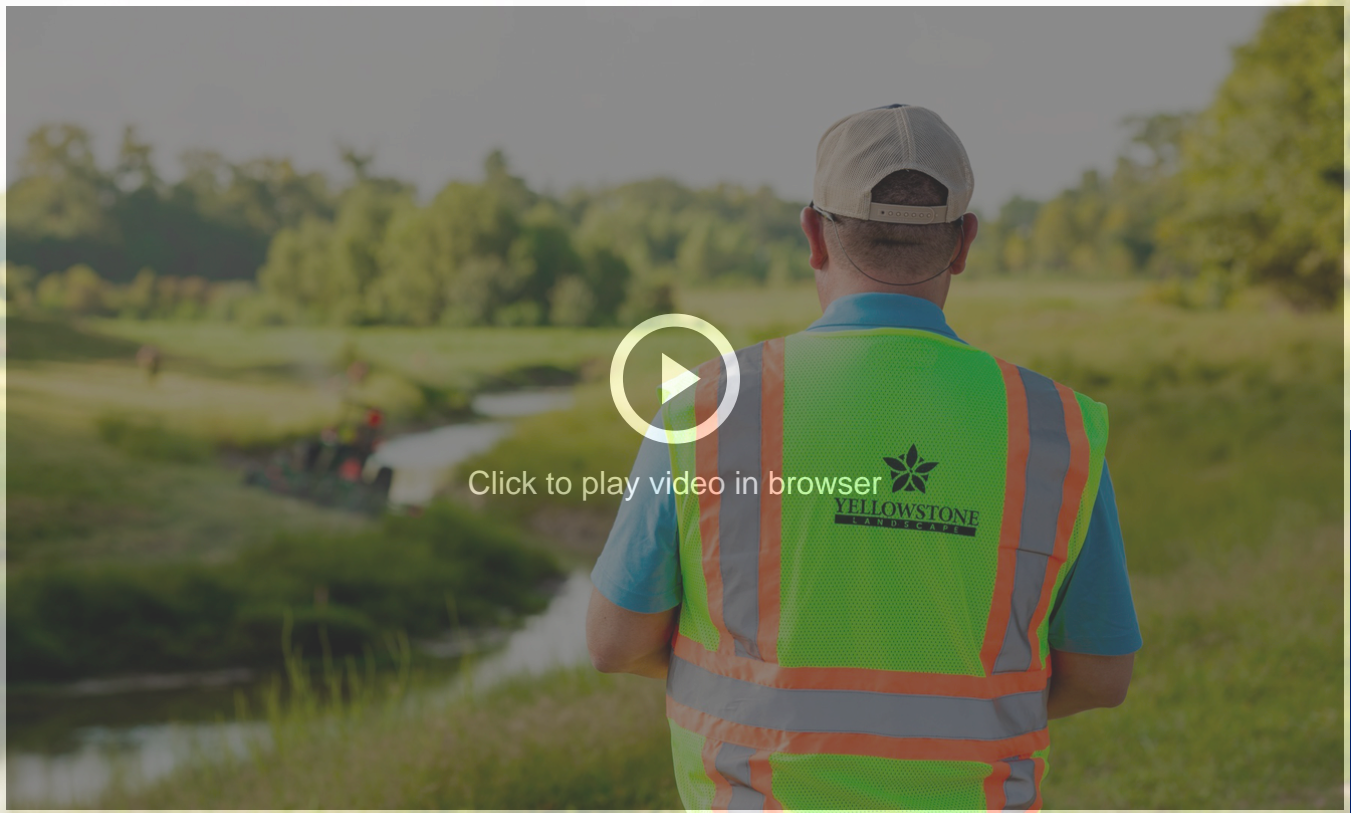
# MONTHLY DETAIL MAP

The image below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.



# ABOUT YELLOWSTONE LANDSCAPE

Your property's appearance means a lot. It has the power to delight visitors, tenants, residents, customers, and more. Your choice of landscape service partner can mean reduced liability, better profits, and lasting impressions. There's a lot on the line. This is serious business. You have people to answer to and it's our job to make you and your property look its absolute best. We're in this together.



To look your best, it takes a strong team of commercial landscaping experts. Since 2008, our company has grown because of our team's commitment to excellence. Thousands of companies and organizations across the country have trusted us. We don't take that lightly. They deserve the best and so do you. We wouldn't offer anything less.

Your choice in the best commercial landscaping company could be the difference between a property that reflects excellence or one that falls short of your expectations and needs. When you're investing in professional services, you deserve to get the best. By making the wise choice, that's exactly what you can count on.

“ You will be hard-pressed to find a better landscape maintenance company than Yellowstone Landscape. Being a relatively new community, we were in need of a reliable, trusting, "one-stop shop" company that could handle our turf, flower beds, trees, and irrigation maintenance needs; and we found that in Yellowstone.

**Mike Vaccaro**  
President/Secretary  
Clover Creek Community



# EXAMPLE DESIGN RENDERINGS

Need your landscape to look its best, but you're not quite sure where to get started?

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground. And best of all, we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.



July 2021

Conceptual Rendering-Plants are depicted at mature stage



Existing

C.P.  
A.T.  
C.O.  
A.N.  
L.P.



Potential

**Landscape Design Suggestions**

- Arboricola 'Trinette' (A.T.)
- Calypso Oleander (C.O.)
- Christmas Palm (C.P.)
- Liriope (L.P.)
- Annuals (A.N.)



PLEASE NOTE THAT ALL RENDERINGS  
SHOW PLANTS AT FULL MATURITY.





## LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.



## MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

## EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





### DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

### SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

### TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.





### EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- “Weedeating” type edging will not be used around trees.

### IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client’s approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

### ANNUAL FLOWERS (ADDITIONAL SERVICE)

- Annual flower beds will be serviced to remove flowers that are fading or dead (“deadheading”) to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- “Flower Saver Plus®” (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.



- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.







- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

# Lawn & Ornamental Report



Property: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name - \_\_\_\_\_

Turf Application ☐

Scheduled Application ☐

Ornamental Application ☐

Service Call ☐

## Turf Application Information

## Ornamental Application Information

Fertilization	Weed Control	Disease & Insect	Fertilization	Disease & Insect
Liquid: <input type="checkbox"/>	Liquid: <input type="checkbox"/>	Fungicide / Insecticide Used:	Liquid: <input type="checkbox"/>	Fungicide / Insecticide Used:
Granular: <input type="checkbox"/>	Herbicide(s) Used:	1) _____	Granular: <input type="checkbox"/>	1) _____
1) Analysis: _____	1) _____	Target Pest: _____	1) Analysis: _____	Target Pest: _____
Application Rate: _____ <small>( lbs. N / 1000 Sq. Ft. )</small>	2) _____	_____	Palms: <input type="checkbox"/>	Plants(s) Treated: _____
Area(s) Treated: _____	Area(s) Treated: _____	Area(s) Treated: _____	Annuals: <input type="checkbox"/>	_____
_____	_____	_____	Plants: All <input type="checkbox"/>	2) _____
_____	_____	_____	Selected <input type="checkbox"/>	Target Pest: _____
2) Analysis: _____	Granular: <input type="checkbox"/>	2) _____	2) Analysis: _____	Plants(s) Treated: _____
Application Rate: _____ <small>( lbs. N / 1000 Sq. Ft. )</small>	Herbicide Used:	Target Pest: _____	Palms: <input type="checkbox"/>	3) _____
Area(s) Treated: _____	1) _____	Area(s) Treated: _____	Annuals: <input type="checkbox"/>	Target Pest: _____
_____	Area(s) Treated: _____	_____	Plants: All <input type="checkbox"/>	Plants(s) Treated: _____
_____	_____	_____	Selected <input type="checkbox"/>	_____

Comments & Observations: \_\_\_\_\_

\_\_\_\_\_  
Technician's Signature

\_\_\_\_\_  
Manager's Signature:





**YELLOWSTONE**  
LANDSCAPE

## IRRIGATION INSPECTION REPORT

Job Name	
----------	--

Date	Controller	
Inspected By	<b>Paul Stamper</b>	

### Program Information

Run Days	Program A	Program B	Program C	Program D
	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
	0000000	0000000	0000000	0000000
Program				
Start				
Times				

### System Information

Backflow	Meter	Pump Status
Meter Reading		
Rain Sensor	Yes	No

Seasonal Adjust      %      %      %      %

ZONE #	HEAD TYPE	Run Time	Run Time	Run Time	Run Time	COMMENTS
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
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## YELLOWSTONE LANDSCAPE

### LITTLE CREEK HOA LANDSCAPE MANAGEMENT REPORT

Date: April 30

Property: Little Creek HOA

Account Manager: John Smith

#### Maintenance Activities:

- Emptying of trash receptacles and DogiPots throughout property Wednesday through Friday.

#### Mowing Activities

- We are on weekly schedule this month on St Augustine, Bahia turf. The St Augustine turf is currently being mowed at 4.5 inches
- Mowing Frequency in April through October will be weekly for St Augustine, and Bahia..

#### Detail Activities

- All Annual beds where weed and detail weekly
- We have been performing weed control by manual removal and chemical treatments. We will be adding pre-emergent controls next week into our spot treatment plan. Weed removal is an ongoing process.
- Trimming activities have focused primarily on removal of frost damaged material throughout the parks. We are close to completing this work. As the warmer weather comes we will be shaping and trimming hedges and groundcovers.

#### Irrigation Activities

- All parks have been checked, and many repairs and adjustments have been made. Major items include wiring repairs at East Lawn Pool; Valve replacement at East Lawn Pool; Several wiring and solenoid repairs in the Spring Lake Mews.
- We will be working this month to identify scheduling modifications that can be made and communicating those to the CDD for adjustment.
- We are currently investigating the grounding situation for the controller in the Spring Lake Mews. It is possible that this could be causing us serious connectivity issues in the area.

#### Fertilization and Pest Control Activities

- In January we applied liquid fertilizer, Pre-Emergent and Post -Emergent herbicides, and Insect control to all turf areas.
- We treated Dianella for Rust Disease in Spring Park, Bluesage, and Founders Park.
- Beginning next week, we will be applying fertilizer as per our contract to all turf areas in all parks and Sports Fields. Fertilizer products will include pre-emergent herbicides for long term weed control. We will also be spraying all plant material for control of insect and disease.
- Mole cricket activity has been observed in some parks, and we will be applying baits on an as needed basis to control these insects.



- Soil samples from each park will be taken and tested by the end of March; we will be sampling Bermuda turf during the first part of next week. Test results will include nutrition, pH levels, and nematode activity.

#### Ongoing Work

- Leaf removal from all park areas continues each week. We are currently employing a Billy Goat Vacuum during our maintenance activities to aid in the pickup and removal process. This will continue through March.
- Vine Removal work continues in the area around Spring Park Athletic Fields.
- Cogon Grass has been sprayed for eradication at the south side of East Village Athletic Fields. Retreatment will be necessary next week.
- Plant Material has been ordered to fill in pots at the Spring Lake Pool. We are working to ensure that the irrigation system is fully functioning and reliable before installation. We will have this done by early next week, and planting will be completed by Tuesday, February 20.

#### Projected Work

- Dianella in Spring Park will be cut back to remove dead and dying foliage, and any remnants of disease. Fill in plantings will be proposed for thin areas.
- Bermuda sod replacements will be underway next week. Areas to replace have been sprayed out in Spring Park, North Village Commons, and the Dog Park.
- Crape Myrtle Pruning and Palm Tree Pruning will take place throughout the parks by mid-March.
- Mulch will be applied to park areas beginning April 1. It will be blown in by a contractor specially equipped to perform this work. It should be complete by April 15.

**BRUCE VICKERS, TAX COLLECTOR**

OSCEOLA COUNTY, STATE OF FLORIDA

**LOCAL BUSINESS TAX RECEIPT****EXPIRATION****SEPTEMBER 30, 2023****ACCOUNT NO.****112799****2023****BUSINESS TYPE:**6190 HANDYMAN/CARPENTER"SUB CONTRACTOR  
ONLY"(BLDG DEPT)**BUSINESS:**

Yellowstone Landscape-Southeast, LLC

Contact: Dolores Mew

1773 Business Center Ln.

Kissimmee, FL 34758

08/23/2022

Oper N/A

Till Internet

Paid 0.00

Rcpt.#035265

**Location:**

OSCEOLA COUNTY

117589

**TRANSFER**

0.00

**ORIGINAL TAX**

0.00

**AMOUNT**

0.00

**PENALTY**

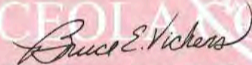
0.00

**COLLECTION COST**

0.00

**TOTAL**

0.00

BRUCE VICKERS CPC, TAX COLLECTOR  
P.O. BOX 422105, KISSIMMEE FL 34742-2105  
407-742-4000

THIS RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING, HEALTH, AND ANY OTHER LAWFUL AUTHORITY.

**THIS LOCAL BUSINESS TAX RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF  
FLORIDA AND OSCEOLA COUNTY ORDINANCE 95-10, AS AMENDED**

The law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to State Law, all Local Business Tax Receipts shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax Receipt for the delinquent establishment. A 25% penalty shall be imposed on any person engaged in any new business, occupation or profession without first obtaining an Osceola County Local Business Tax Receipt. PLUS: if delinquent more than 150 days, subject to civil actions and penalties, and a penalty of up to \$250.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the licensee from any other license or permits that may be required by law.

This form becomes a receipt when validated by the Tax Collector. Note: Display in accordance with the county ordinance. Local Business Tax Receipts are subject to change according to law.



**BRUCE VICKERS, TAX COLLECTOR**

OSCEOLA COUNTY, STATE OF FLORIDA

**LOCAL BUSINESS TAX RECEIPT****EXPIRATION****SEPTEMBER 30, 2023****ACCOUNT NO.****112799****2023****BUSINESS TYPE:****4190 LAWN CARE/LANDSCAPE****08/23/2022****Oper N/A****Till Internet****Paid 30.00****Rcpt.#035265****4190-81855****TRANSFER****0.00****ORIGINAL TAX****30.00****AMOUNT****0.00****PENALTY****0.00****COLLECTION COST****0.00****TOTAL****30.00****BUSINESS:****Yellowstone Landscape-Southeast, LLC****Contact: Dolores Mew****1773 Business Center Ln.****Kissimmee, FL 34758****Location:****OSCEOLA COUNTY****GV35255-1****BRUCE VICKERS CFC, TAX COLLECTOR**  
**P.O. BOX 422105, KISSIMMEE FL 34742-2105**  
**407-742-4000**THIS RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING, HEALTH, AND ANY OTHER LAWFUL AUTHORITY.**THIS LOCAL BUSINESS TAX RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF  
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**BRUCE VICKERS, TAX COLLECTOR**

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

**EXPIRATION**

SEPTEMBER 30, 2023

**ACCOUNT NO.**

112799

**2023****BUSINESS TYPE:**

6340 IRRIGATION CONTR (BLDG DEPT)

08/23/2022

Oper N/A

Till Internet

Paid 0.00

Rcpt.#035265

119295

TRANSFER

0.00

ORIGINAL TAX

0.00

AMOUNT

0.00

PENALTY

0.00

COLLECTION COST

0.00

TOTAL

0.00

**BUSINESS:**

Yellowstone Landscape-Southeast, LLC

Contact: Dolores Mew

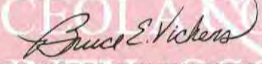
1773 Business Center Ln.

Kissimmee, FL 34758

**Location:**

OSCEOLA COUNTY

SCC131151484 (Jared Allan Berryman)

  
BRUCE VICKERS CFC, TAX COLLECTOR  
P.O. BOX 422105, KISSIMMEE FL 34742-2105  
407-742-4000

THIS RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING, HEALTH, AND ANY OTHER LAWFUL AUTHORITY.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2023

9/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 1472881 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Safety National Casualty Corporation		15105
	<b>INSURER B:</b> ACE Property & Casualty Insurance Co		20699
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES** Main NI COI's **CERTIFICATE NUMBER:** 18923263 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide&Herbicide <input checked="" type="checkbox"/> SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOG <input type="checkbox"/> OTHER:	N	N	GL6676218	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	CA6676217	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	XOOG72569647	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	LDS4066360	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## List of Named Insureds:

Yellowstone Parent Holdings, LP  
Elk Intermediate Company I, Inc.  
Elk Intermediate Company II, Inc.  
Elk Buyer, Inc.  
YLG Holdings, Inc.  
Yellowstone Intermediate Holdings, Inc.  
Yellowstone Landscape, Inc.  
Yellowstone Landscape - Southeast  
ALSW, LLC  
Leaderscape, LLC  
Florida Landscape Consultants, LLC  
Southeast Landscape Management Company, LLC  
YLA - Midwest, LLC  
Crawford Landscape Group, LLC  
Acres Maintenance, LLC  
Hayden Landscaping & Maintenance, LLC  
Green-Up Landscape, LLC  
Acres Enterprises, LLC  
Yellowstone Landscape - Central, Inc  
BLSW LLC  
YLCSSW, LLC  
Texas Services, LLC  
Native Land Design, LLC  
LUSA Austin, LLC  
Ecoscape Solutions Group LLC  
ELSW, LLC  
KCS Landscape Management, LLC  
Heads Up Landscape, LLC  
Yellowstone Landscape West, LLC  
SLM Holdings , LLC  
Somerset Landscape LLC  
Park Landscape LLC  
Greener Pastures Landscaping LLC  
Boren's Grass Groomers, LLC  
Premier Sports Fields, LLC  
Duke's Grounds Maintenance, LLC  
Landscape Management Professionals, LLC  
RKLT Properties, LLC DBA Arizona's Best Landscape Management  
Arizona's Best Landscape Management  
O'Donnell's Landscape Services, LLC  
O'Donnell's Landscape Services, Inc



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Yellowstone Landscape - Southeast, LLC</b>	
	2 Business name/disregarded entity name, if different from above <b>dba Yellowstone Landscape</b>	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>C</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>3235 N. State Street, PO Box 849</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Bunnell, FL 32110</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	0	-	2	9	9	3	5	0

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Chris Reddy</i>	Date ► <i>1/14/19</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*.



**YELLOWSTONE**  
LANDSCAPE

State of



Florida

Department of Agriculture and Consumer Services  
Bureau of Licensing and Enforcement

## **CERTIFIED PEST CONTROL OPERATOR**

Number: JF190298

LONDON TYLER PYLE

*This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice*

*General Household Pest and Rodent Control, Lawn and Ornamental*

*in conformity with an Act of the Legislature of the State of Florida regulating the  
practice of Pest Control and imposing penalties for violations.*



Adam H. Putnam  
Commissioner of Agriculture

*In Testimony Whereof, Witness this  
signature at Tallahassee, Florida on October 16, 2018*

Chief, Bureau of Licensing and Enforcement

FDACS 13618. 06/01





TM



## The International Society of Arboriculture

Hereby Announces That

*Kyle Jordan Stoudenmire*

Has Earned the Credential

**ISA Certified Arborist ®**

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan  
CEO & Executive Director

5 May 2018

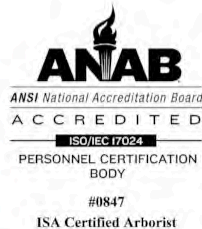
Issue Date

30 June 2024

Expiration Date

FL-9365A

Certification Number



# Reunion Resort & Club



## LOCATION

Orlando, Florida

## CLIENT

Salamander Hotels & Resorts, GMS,  
Aegis Community Management

## PROPERTY TYPE

Resort Community

## SERVICES PROVIDED

Landscape Design  
Landscape Installation

**Reunion Resort & Club** is a 2,300-acre master-planned resort community located in Orlando, Florida.

Reunion is proud to be the only resort community in the world that offers three signature golf courses, designed by golf legends: Jack Nicklaus, Arnold Palmer and Tom Watson.

Reunion's Linear Park, a popular wedding venue, includes structured planting beds and majestic oaks. The five-acre water park, another popular area of the resort, brims with colorful,

Since design and installation began, Yellowstone Landscape has been Reunion's exclusive professional landscape service partner.

The resort community's landscape maintenance areas include over 800,000 square feet of ornamental beds in addition to the acres of manicured turf, 3,000 trees and over 500 palms.

The resort's active special event schedule requires constant coordination between service teams and Reunion's various property



# Walt Disney World Swan & Dolphin Resort



**YELLOWSTONE**  
LANDSCAPE



## LOCATION

Orlando, Florida

## CLIENT

Starwood Hotels and Resorts

## PROPERTY TYPE

Resort Community

## SERVICES PROVIDED

Landscape Design  
Landscape Enhancement  
Landscape Maintenance

*The Swan and Dolphin Resort* is situated on 87 acres within Walt Disney World. The resort is comprised of two separate hotels, The Swan and The Dolphin, joined by a palm tree-lined bridge between the two hotels.

The resort complex features all the expected Disney amenities, including 5 pools, a white sand beach, restaurants, spas, and conference spaces, all surrounded by immaculately maintained tropical landscaping.

Frequent special events like the annual Food and Wine Festival, require

careful planning between our on site service team and the owners.

As a designated Florida Green Lodging Property, the resort mandates the use of integrated pest management practices and that service teams monitor emissions and irrigation usage in order to minimize the environmental impact of our services.

In 2016, The Swan and Dolphin received a National Landscape Awards of Excellence Grand Award, the commercial landscape industry's highest honor.

© 2018 Yellowstone Landscape • [www.yellowstonelandscape.com](http://www.yellowstonelandscape.com)

# References

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At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

Project Name: Reunion East and Reunion West CDDs  
Client Since: 2008  
Services Provided: Landscape Design & Installation, Landscape Maintenance  
Client Contact Information: Alan Scheerer, *Field Operations Manager*  
407.398.2890  
[ascheerer@gmscfl.com](mailto:ascheerer@gmscfl.com)

Project Name: Pennbrooke Fairways HOA  
Client Since: 2021  
Services Provided: Landscape Maintenance, Landscape Design & Installation  
Client Contact Information: Melissa Glenn, *Community Association Manager*  
352.360.1001  
[mglenn@castlegroup.com](mailto:mglenn@castlegroup.com)

Project Name: Westside CDD  
Client Since: 2015  
Services Provided: Landscape Maintenance, Landscape Design & Installation  
Client Contact Information: Andy Hatton, *Project Manager*  
407.841.5524  
[ahatton@gmscfl.com](mailto:ahatton@gmscfl.com)

## Falcon Trace CDD Landscape Fee Summary

Contractor: Yellowstone Landscape  
 Address: 1773 Business Center Lane,  
 Kissimmee, FL 34758  
 Phone: 407-396-0529  
 Fax: 352-396-2023  
 Contact: Nicole Alles  
 Email: [nalles@yellowstonelandscape.com](mailto:nalles@yellowstonelandscape.com)

Property: Falcon Trace CDD  
 Address: 219 E. Livingston St.  
 Orlando,  
 Florida,  
 32801  
 Phone: 407-750-3599  
 Contact: JWright@gmscfl.com  
 Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>GENERAL SERVICES</b> (Schedule A) - Mowing/Detailing	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625	\$19,500
<b>TURF CARE</b> (Schedule B) Bahia/St. Augustine Fert	115	115	115	115	115	115	115	115	115	115	115	115	\$1,380
<b>TREE/SHRUB CARE</b> (Schedule C) Tree/Shrub Fert	80	80	80	80	80	80	80	80	80	80	80	80	\$960
<b>BED DRESSING</b> - Estimate mulch yds (Schedule E - B.) <i>Per Yard Pricing: \$48</i>					2,300 <i>50 CY</i>						2,300 <i>50 CY</i>		\$4,600
<b>PALM TRIMMING</b> (Schedule E - C.) <i>Per Palm Price: \$48-62</i>		1,920						2,208					\$4,128
<b>ANNUAL CHANGES</b> - <i>None at this time.</i> (Schedule E - A.) <i>Per Annual Pricing:</i>													\$0
<b>IRRIGATION MAINT.</b> (Schedule D)	180	180	180	180	180	180	180	180	180	180	180	180	\$2,160
<b>TOTAL FEE PER MONTH:</b>	\$2,000	\$3,920	\$2,000	\$2,000	\$4,300	\$2,000	\$2,000	\$4,208	\$2,000	\$2,000	\$4,300	\$2,000	\$32,728
<b>Flat Fee Schedule</b>	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$32,728

Essential Services Mowing/Detailing/Irrigation/Fert and f	\$24,000
Extra Services Annual Changes, Palm Pruning, Mulc	\$8,728
<b>TOTAL</b>	<b>\$32,728.00</b>

Initials *NA*



**YELLOWSTONE**  
LANDSCAPE

*Excellence*  
IN COMMERCIAL LANDSCAPING

## THANK YOU FOR YOUR TRUST

We look forward to working with you!

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[YELLOWSTONELANDSCAPE.COM](http://YELLOWSTONELANDSCAPE.COM)

# Falcon Trace CDD Landscape Fee Summary

Contractor: Yellowstone Landscape

Address: 1773 Business Center Lane,

Kissimmee, FL 34758

Phone: 407-396-0529

Fax: 352-396-2023

Contact: Nicole Ailes

Email: [nailes@yellowstonelandscape.com](mailto:nailes@yellowstonelandscape.com)

Property: Falcon Trace CDD

Address: 219 E. Livingston St.

Orlando,

Florida, 32801

Phone: 407-750-3599

Contact: JWright@gmscfl.com

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625	\$19,500
TURF CARE (Schedule B) Bahia/St Augustine Fert	115	115	115	115	115	115	115	115	115	115	115	115	\$1,380
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert	80	80	80	80	80	80	80	80	80	80	80	80	\$960
BED DRESSING - Estimate mulch yds (Schedule E - B.) <i>Per Yard Pricing: \$46</i>					2,300 <i>50 CY</i>						2,300 <i>50 CY</i>		\$4,600
PALM TRIMMING (Schedule E - C.) <i>Per Palm Price: \$48-62</i>		1,920						2,208					\$4,128
ANNUAL CHANGES - <i>None at this time</i> (Schedule E - A. ) <i>Per Annual Pricing:</i>													\$0
IRRIGATION MAINT. (Schedule D)	180	180	180	180	180	180	180	180	180	180	180	180	\$2,160
TOTAL FEE PER MONTH:	\$2,000	\$3,920	\$2,000	\$2,000	\$4,300	\$2,000	\$2,000	\$4,208	\$2,000	\$2,000	\$4,300	\$2,000	\$32,728

Flat Fee Schedule	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$2,727	\$32,728
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$24,000
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Extra Services Annual Changes, Palm Pruning, Mulch	\$8,728
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TOTAL	\$32,728.00
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## SECTION 6





# UNITED Land Services

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**Uniting partners through exceptional  
landscape services**



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

**Proposal  
For  
Landscape & Irrigation Maintenance**

November 2022

November 8, 2022

Falcon Trace Community Development District  
c/o GMS Central Florida

**RE: Landscape Maintenance & Irrigation Proposal**

Dear Jarrett,

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients. Our proposal has been uniquely crafted to address your community's specific needs and expectations. We call this your *Community Road Map*™ because it was designed to illustrate the steps to take your community from its current state to one your residents will be proud of for years to come.

Included in your *Community Road Map*™ you will find the following sections:

- **Company History:** Information about our company's experience, capabilities and core values.
- **Development Strategy:** Our transition plan includes the actions we will take in the first 30/60/90 days of service to improve both your specific areas of concern and items we have noted during our inspection that will provide an immediate impact to the appearance of the property.
- **Scope of Services Summary:** This section outlines our scope of services, derived from industry established Best Management Practices and our years of experience in the field.
- **Agreement & Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

*Jena Rodgers*

Regional Sales Director  
United Land Services  
jrodgers@unitedlandservices.com



# **Company History, Experience & Services**

# Company History

## Field Support Office

12428 San Jose Blvd  
Jacksonville, FL 32223  
(904) 829-9255

## ULS Orlando South

6386 Beth Rd  
Orlando, FL 32824

## Additional Areas Served

- Montgomery, Alabama
- Central Florida
- Port St. Lucie, Florida
- Fernandina Beach, Florida
- Tampa, Florida
- Metro Jacksonville

## Total Number of Employees

600+

## Our History

### How It All Started

The Company was founded by Bob Blandford in 2001 as United Landscapes, a name that has come to be synonymous with best-in-class landscape design, installation and maintenance services across the Jacksonville and St. Johns County area. Today, the Company has over 400 employees working daily with hundreds of commercial customers throughout Florida. Each location is capable of independently managing and enhancing a variety of complex landscape projects.

### Services Offered & Approach

At United Land Services, we meet the highly specific needs of our clients by offering a comprehensive selection of services — from the design to the installation to the ongoing maintenance. Our landscape service divisions are equipped to handle a wide variety of properties, including masterplan communities, condominiums, golf clubs, office complexes, retail establishments and resorts. We perform these services with your distinct needs at the forefront of everything we do. We are local owners and operators committed to delivering excellent service at the highest levels of quality and craftsmanship.

United Land Services takes a proactive approach when it comes to the landscape. We become trusted partners for all your landscape needs while providing quality landscapes in line with University of Florida Best Management Practices.



# Products & Services

**We Are Your All-Inclusive Service Provider**



## Landscape Maintenance

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



## Outdoor Lighting

Landscape lighting can increase your property's safety, make it easier to navigate, and allow clients, residents, and guests to enjoy it late into the evening.



## Commercial Installation

We provide large scale Commercial Landscape and Irrigation Installation at the highest level. From initial design through value engineering and buildout.



## Sod Installation

United takes your lawns from withering to wonderful. We offer expert sod-laying and seeding services as well as over-seeding to thicken up your turf.



## Landscape Design

The design and planning phase is critical to a successful project. Our design team offers complete landscape architecture services that ensure a seamless process and a beautiful final product.



## Irrigation Systems

Enjoy lush lawns, healthy trees and gardens for the entire growing season, without having to lift a finger.



## Hardscapes

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



## Driveways & Entranceways

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.



# Irrigation Experts

Your Team of Certified & Licensed Specialists



## Installation, Maintenance & Repairs

- **Installation** - At United Land Services, our irrigation experts are certified and licensed to install the most sophisticated, water wise irrigation systems. Our team has had over 25 years of installing systems across the Southeast.
- **Maintenance** - Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.
- **Improvements** - Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired. Our team is ready to serve you.





# Agronomics Program

## Certified Pest Control Operators



### Fertilization, Pest Control & Agronomy Management

- **Fertilization** - We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast
- **Pest Control** - United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.
- **Agronomy Management** - We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.





# *Exclusive Partnership*

## *Heathrow Master Association*





# *Exclusive Partnership*

## Tohoqua







# References

## **United Land Services References**

**Property:** Devon Green

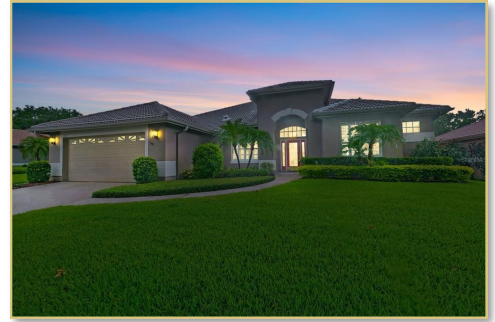
**Name:** Janice Buczowski—HOA President

**Contact :** 407.333.4440

**Email:** janicebucz@aol.com

**Address:** 473 Devon Place Heathrow, Fl 32746

**Service:** Maintenance free community consisting of 88 homes servicing the landscape maintenance, irrigation and agronomics.



**Property:** Harmony West CDD and HOA

**Name:** Bill Fife

**Contact :** 407-784-8327

**Email:** williamfife@forestar.com

**Address:** 6756 Alder Rd, St Cloud, FL 34773

**Service:** Servicing the landscape maintenance and irrigation for the CDD and HOA Clubhouse.



**Property:** The Enclave at Moss Park

**Name:** Cathy Tierney—HOA President

**Email:** jean9349@gmail.com

**Address:** 11114 Great Commission Way Orlando, Fl 32832

**Service:** Landscape maintenance and irrigation for all common areas and townhomes for the community



**Property:** Tahoqua CDD

**Name:** Alan Sherer- General Manager

**Contact :** 407-398-2890

**Address:** 1706 Flourish Ave, Kissimmee, FL 34744

**Service:** Landscape installation and reoccurring landscape maintenance for common area.



**Property:** Sullivan Ranch

**Name:** Kristi Chatburn– CAM

**Contact :** kchatburn@accessdifference.com

**Address:** Sullivan Ranch Blvd Mount Dora, Florida 32757

**Service:** Full service landscape maintenance on common areas and 100 single family homes.

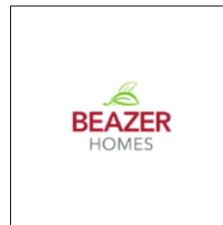
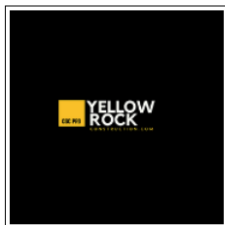
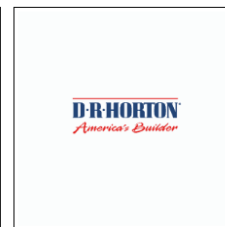


**Name:** Lauren Wheeler

**Company:** Access Management

**Contact :** lwheeler@accessdifference.com

**Service:** Landscape maintenance for homeowners associations in Central Florida





# **Key Management and Personnel**

# Bob Blandford

## *Chief Executive Officer*

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Bob Blandford leads our team as an accomplished executive with more than 25 years of experience in the landscape industry. Bob believes in our mission, our people, and our products as well as providing the best possible customer service. He is driven to do whatever it takes to be the best partner with the best company culture in the business.

## Experience

---

2019 – Present

### **United Land Services – Chief Executive Officer**

- Oversee executive leadership, public relations of the company and all company-related training
- Effectively manage a team of more than 450 employees in 8 different locations throughout the Southeast
- Develop and accomplish short-term goals and long-term objectives that further the company's growth

1998 - 2019

### **United Landscapes – Owner**

At the age of 16, Bob Blandford started working for a commercial lawn maintenance company servicing customer such as Barnett Bank, TPC Sawgrass, and Jacksonville Golf and Country Club. In 1998, he went into business for himself, performing all facets of commercial construction and maintenance. Over the years, Bob built a company that now employs over 400 employees. They service customers such as HOA, CDD, commercial developers, and ten different national home builders. Bob Blandford also holds a Commercial Building Contractor's License and a Florida Irrigation License.

## Licenses & Skills

---

- *Certified General Contractor*
- *Certified Pest Control Operator*
- *Certified Irrigation Contractor*
- *Certified Dealer In Agriculture*
- *Leadership & Growth Mindset*
- *Business Strategy & Planning*

## Contact

---

12276 San Jose Blvd. Ste, 747  
Jacksonville, FL 32223  
904-829-9255  
[bblandford@unitedlandservices.com](mailto:bblandford@unitedlandservices.com)



# Ray Leach

## *President of Operations*

---



Ray Leach is the driving force behind the day-to-day operations. At United Land Services his role includes law and finances, strategic planning, analytical thinking, business development and operations management. His extensive knowledge in the landscape industry has made Ray a successful, demonstrated leader over his 30-year industry tenure.

## Experience

---

2021 - Present

### **United Land Services – President of Operations**

- Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Oversee expenses and budgeting to help the organization optimize costs and benefits

1994 - 2021

### **Southern Scapes – President**

- Directing and overseeing an organization's budgetary and financial activities
- Analyzing performance indicators, financial statements and sales reports
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

## Licenses & Skills

---

- *Certified Irrigation Contractor*
- Strategic Planning & Execution
- Personnel Development
- Acquisition Integrations

## Contact

---

12276 San Jose Blvd. Ste, 747

Jacksonville, FL 32223

904-829-9255

[rleach@unitedlandservices.com](mailto:rleach@unitedlandservices.com)

[linkedin.com/in/ray-leach-8bb505174/](https://www.linkedin.com/in/ray-leach-8bb505174/)

# Donnie Cope

## *Vice President of Operations*

---



Accomplished and goal-driven Vice President with more than 7 years' experience in strategic and tactical business leadership. Expertise includes managing business process change to achieve maximum results with effective planning, organization and communication skills as well as a solutions-oriented approach to problem-solving.

## Experience

---

2015 - Current

### **United Land Services – VP of Operations**

- Establishes, implements, and communicates the strategic direction of the organizations operations division.
- Collaborates with executive leadership to develop and meet company goals while supplying expertise and guidance on operations projects and systems.
- Collaborates with other divisions and departments to carry out the organization's goals and objectives.
- Identifies, recommends, and implements new processes, technologies, and systems to improve and streamline organizational processes and use of resources and materials.
- Designed and manages Northeast Florida operations with a diverse staff of qualified project managers

2016 - 2020

### **Florida Turf Grass – Owner**

- Sod sales, installation and grading services for Northeast Florida.

2014 - 2016

### **Outdoor Concepts – Owner**

- Landscape design and construction services for Northeast Florida.

## Education

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2001 - 2003

### **A.A. Business Administration and Management**

St. John's Community College

## Licenses & Skills

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- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

## Contact

---

12276 San Jose Blvd. Ste, 747

Jacksonville, FL 32223

904-829-9255

[dcope@unitedlandservices.com](mailto:dcope@unitedlandservices.com)

[linkedin.com/in/donnie-cope-69677b20/](https://www.linkedin.com/in/donnie-cope-69677b20/)

# Tom Enright

## Director of Maintenance

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Accomplished leader with 20 years of experience improving quality, cost, and results for commercial landscape companies. Tom oversees branch activities and engages in monthly team meetings throughout the Southeast to maintain quality, consistency and safety.

## Experience

---

2020 - Present

### **United Land Services – Director of Maintenance**

- Oversees multiple branches and key accounts to implement quality, consistency and safety.

2013 - 2020

### **Brightview – Branch Manager**

- Inspect key client properties to monitor performance and overall job quality
- Ensure existing accounts are renewed each year
- Adhere to annual budgets
- Work with CFO to accurately track branch performance
- Ensure billing is completed in a timely and accurate manner
- Ensure all contracts are executed correctly
- Ensure proper use and care of all branch assets
- Identify staffing needs and work with recruiter to fill openings
- Monitor branch safety record and implement methods to improve safe workplace practices
- Monitor and guide management team as they train Crew Leaders and Crew Members
- Implement and enforce policies and procedures as issued by the company

2004 - 2013

### **Visionscapes – Vice President**

- Oversaw construction and maintenance projects throughout the Southeast

## Education

---

2000 - 2003

### **A.S. Architectural Design & Construction Management**

Seminole State College of Florida

## Licenses & Skills

---

- Financial Management
- Performance Tracking
- Business Strategy
- Supply Chain Management

## Contact

---

937 Bulkhead Road

Green Cove Springs, FL 32043

904-829-9255

[tenright@unitedlandservices.com](mailto:tenright@unitedlandservices.com)

[linkedin.com/in/tom-enright-93476346/](https://www.linkedin.com/in/tom-enright-93476346/)

# Anthony Bretz

## Director of Agronomy

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Seasoned pest control operator with over 18 years of experience in the industry. Proven ability to identify and suppress or eliminate pests while providing excellent customer service. Passion for performing and supervising year-round maintenance field operations involving Florida turfgrass and ornamentals.

## Experience

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2019 - Present

### **United Land Services – Director of Agronomy**

- Built out the United Land Services in house Agronomics Division
- Oversee and manage full time technicians that deliver best in class quality and results to commercial landscapes turf grasses and ornamentals

2007 - 1019

### **Alrik Lawn & Pest Control – Owner**

- Oversaw company growth and retention
- Managed a 1MM book of business from all aspects

2004 - 2007

### **Palencia Golf – Crew Leader**

- Lead daily operations with multiple duties and tasks while adhering to demanding deadlines.

## Licenses & Skills

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- *Certified Pest Control Operator*
- *Lawn & Ornamental*
- *General Household Pest Control*
- *Safety*
- *Problem solving*
- *Teamwork*

## Contact

---

937 Bulkhead Road  
Green Cove Springs, FL 32043  
904-829-9255  
abretz@unitedlandservices.com  
linkedin.com/in/anthony-bretz-b00b7792/

# Tom Enright

*Director of Maintenance*

---



Accomplished leader with 20 years of experience improving quality, cost, and results for commercial landscape companies. Tom oversees branch activities and engages in monthly team meetings throughout the Southeast to maintain quality, consistency and safety.

## Experience

---

2020 - Present

**United Land Services – *Director of Maintenance***

- Oversees multiple branches and key accounts to implement quality, consistency and safety.

2013 - 2020

**Brightview – *Branch Manager***

- Inspect key client properties to monitor performance and overall job quality
- Ensure existing accounts are renewed each year
- Adhere to annual budgets
- Work with CFO to accurately track branch performance
- Ensure billing is completed in a timely and accurate manner
- Ensure all contracts are executed correctly
- Ensure proper use and care of all branch assets
- Identify staffing needs and work with recruiter to fill openings
- Monitor branch safety record and implement methods to improve safe workplace practices
- Monitor and guide management team as they train Crew Leaders and Crew Members
- Implement and enforce policies and procedures as issued by the company

2004 - 2013

**Visionscapes – *Vice President***

- Oversaw construction and maintenance projects throughout the Southeast

## Education

---

2000 - 2003

**A.S. Architectural Design & Construction Management**

Seminole State College of Florida

## Licenses & Skills

---

- Financial Management
- Performance Tracking
- Business Strategy
- Supply Chain Management

## Contact

---

937 Bulkhead Road

Green Cove Springs, FL 32043

904-829-9255

[tenright@unitedlandservices.com](mailto:tenright@unitedlandservices.com)

[linkedin.com/in/tom-enright-93476346/](https://www.linkedin.com/in/tom-enright-93476346/)

# John Borland

## Branch Manager

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John has been in the Green Industry for 33 years. He has an extensive background and experience in both landscape architecture and landscape management. John takes pride in his attention to detail and customer service, a quality that he instills throughout his entire branch. He strives to meet and exceed the needs of every customer, no matter how big or small.

## Experience

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2021 - Present

**United Land Services – Branch Manager**

- Planning, scheduling, and implementation of all landscape and enhancement operations throughout the branch.
- Quality control, safety, and routine training.
- Client relations and service

2020-2021

**The Greenery - Senior Branch Manager**

- Develops and maintains long-term relationships with customers oversee and coordinate all operations
- Leading, facilitating or assisting in the resolution of customer problems or concerns
- Responsible for setting objectives, managing policies and revenue growth

2018-2020

**Sun State Nursery - General Manager**

- Sustain and grow existing business
- Staff training and development of account managers and labor
- Improving quality and operating efficiencies.

2007-2018

**Brightview ( formally ValleyCrest) - Branch Manager**

- Mentor account managers for growth and development
- Oversee team for efficient processes, safety, and metrics
- Responsible for growth of contracts, retention of clients and services to commercial clients

2000-2007

**Green Heron Landscapes, Inc - General Manager/ Vice President**

1990-2007

**Clarence & David Company - Branch Manager / Landscape Architect**

## Education

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1990

**B.S. Landscape Architecture**  
Michigan State University

## Licenses & Skills

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- Creativity
- Leadership
- Organization
- Teamwork
- Strategic Planning
- Client Resolution

## Contact

---

6386 Beth Road  
Orlando, FL 32824  
904-855-5383  
jborland@unitedlandservices.com

# John Gordon

## Senior Account Manager

---



John serves as the primary contact for United Land Services clients. He builds and sustains long-term relationships, focusing on both client retention and ancillary sales, while providing oversight for field operations. John supervises the Production Manager, who directly manages all field operations and Associate Account Managers. As a unified group, they are responsible for coaching and developing team members.

## Experience

---

2010- Present

**United Land Services** (formerly 3DTrees / Florida Landscapes) – *Senior Account Manager*

- Develops and maintains long-term relationships with customers
- Develops and maintains a schedule to perform "site walkthroughs" during formal meetings with customers to ensure quality and service expectations are met
- Leading, facilitating or assisting in the resolution of customer problems or concerns
- Proactively presenting site enhancement ideas to existing customers
- Participating in branch meetings and assist the Branch Manager or Assistant Branch Manager in overall leadership of branch

2005-2010

**Villa & Sons** – *Account Manager*

- Hired, trained and developed maintenance crews to work efficiently and safely.
- Used the latest industry technology and applications to manage teams, schedule crews, calculate and track hours to keep budget.
- Served as the main point of contact for key clients. Met with them proactively and regularly while serving as a consultative subject matter expert.
- Used creativity to design and propose enhancements to existing landscapes.
- Coordinated with other departments including Irrigation, Agronomics, Safety and the Field Support Team to promote a seamless workflow.

1994 - 2005

**Dora** - *Account Manager*

1989-1994

**Nanaks** - *Foreman/ Labor*

## Licenses & Skills

---

- Communication
- Leadership
- Organization
- Problem solving
- Teamwork

## Contact

---

6386 Beth Road  
Orlando, Florida 32824  
407-520-0189  
[jgordon@unitedlandservices.com](mailto:jgordon@unitedlandservices.com)





# **Development Strategy**

# Phased Development Strategy

## Best Management Practices

This is a custom designed plan using Florida Best Management Practices to exceed your desired look for this property. We have outlined the initial tasks that our Landscape Maintenance teams will perform as we begin our partnership regarding this property.

We have broken the tasks down into distinct phases to cover the first 90 days of this transition. This will provide an easy way to monitor and measure our progress as we formulate our joint strategy for the best results.



Premier Landscape Platform



A Reputation of Excellence



Full-Suite of Services



Experienced Management Team



Relationship-Oriented Service

# *Phased Development Strategy*

## **Plan of Action**

### **Phase I (Days 1-30)**

- Meet with Property Manager and Board Committee Members to review our Three Phase Plan and Scope of Work.
- Complete an Irrigation Evaluation of system and report deficiencies and needed corrective actions.
- Establish consistent schedule for mowing, detailing and agronomics and implement accordingly.
- Perform first turf fertilizer application if possible (Blackout Period).
- Identify any areas of concern and concentrate efforts for immediate improvement. (Entrance features, weeding beds, sidewalk edging)
- Spot treat weeds in turf areas where needed.
- Formulate options for turf areas needing restoration.
- Implement weed control program in planting beds.
- Fertilize weak shrubs throughout the property.
- Start insect and disease program on all plant material.
- Evaluate the health of ailing plant material and propose improvement plan.
- Discuss any site-specific enhancement ideas.
- Perform monthly walk with Property Manager and Community Members.



# *Phased Development Strategy*

## **Plan of Action**

### **Phase 2 & 3 (Days 31-90)**

- Examine Phase I results and modify “Plan of Action” if necessary.
- Carry on with Irrigation Inspections and Improvements.
- Carry on with Scheduled Maintenance plan i.e., mowing, blowing, and edging.
- Evaluate need for second turf fertilization dependent on condition and time of year (Blackout period).
- Carry on with weed control applications in both turf and plant beds.
- Evaluate insect and disease program and make necessary adjustments.
- Implement approved site-specific enhancements.
- Perform monthly walk through with Property Manager and continue to identify areas of opportunity or concern.





# Reporting

[illegible]



# *Closing the Communication Gap*

## **Alignment, Execution & Building Partnerships**

Communication is key to any strong partnership. In an effort to stay connected internally with our team and externally with our partners, our team utilizes Site Audit Pro. The program allows us to send visual communication through pictures along with a detailed explanation of the issue. Site Audit Pro is key in ensuring everyone is on the same page in helping to form the best possible solution.



**Sample Property- 4/5/21, 8:52  
AM**

Bill (FGL), Tom (FGL)

Monday, April 5, 2021

Prepared For

11 Items Identified



# Closing the Communication Gap

## Alignment, Execution & Building Partnerships

### SAMPLE



**Issue 1**  
 Selectively remove tall stalks on White BOP in a sectional manor.  
 Removals tagged with orange tape



**Issue 2**  
 Remove Mags on Cody Chase



**Issue 3**  
 Declining Washingtonian on Cody Chase

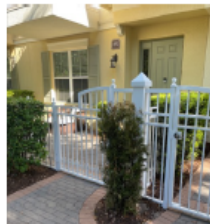


**Issue 4**  
 Remove staking kit

### SAMPLE



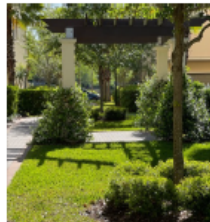
**Issue 5**  
 Queen Palm on 46A dead from Ganoderma



**Issue 6**  
 Possible irrigation issue on Podocarpus along 46A units



**Issue 7**  
 Replace declining Pittisporum with turf



**Issue 8**  
 Proposal for method to attach Jasmine to columns / pergola

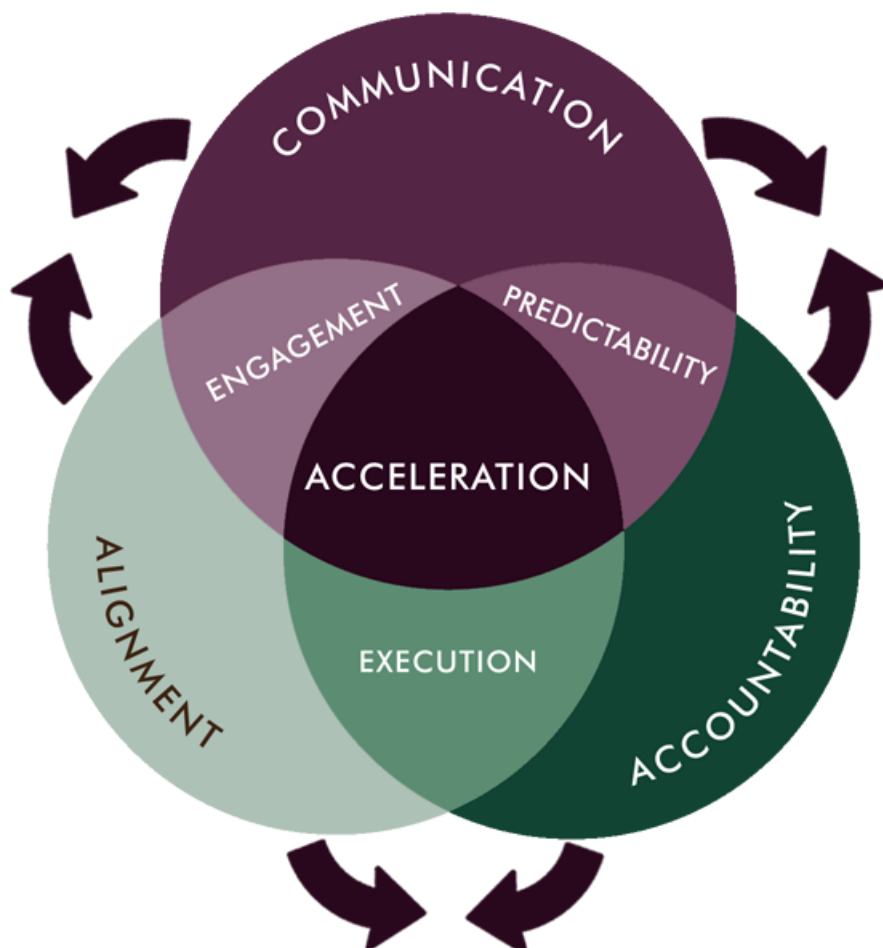
# Closing the Communication Gap

## Alignment, Execution & Building Partnerships

Constant, open communication between the board members, landscape committee (if applicable) and your ULS team will help to ensure expectations are set and goals are met. We plan to accomplish this through:

- Clear understanding of milestones to improve the landscape quality.
- Constant communication with HOA Management, Board Members and Committees.
- Weekly progress updates throughout the initial transition.
- Property inspections with Management and Board Members at predetermined intervals.  
(Sample report on pages below).

Our goal is to tailor this communication plan to meet your needs and the needs of the community.





# **Certifications**

# Certification

Your Agronomics and Irrigation Specialists

State of



Florida

Department of Agriculture and Consumer Services

Bureau of Entomology and Pest Control

## CERTIFIED PEST CONTROL OPERATOR

Number: JF143135

SCOTT PRITT

*This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice*

*Lawn & Ornamental*

*in conformity with an Act of the Legislature of the State of Florida regulating the  
practice of Pest Control and imposing penalties for violations.*



*Charles H. Bronson*

Charles H. Bronson  
Commissioner of Agriculture

*In Testimony Whereof, Witness this  
signature at Tallahassee, Florida on July 7, 2006*

*[Signature]*  
Chief Bureau of Entomology and Pest Control

# Certification

Your Agronomics and Irrigation Specialists

STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF LICENSING AND ENFORCEMENT

Date: December 7, 2021      File No.: JB303559      Expires: October 31, 2022

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **October 31, 2022** AT

6386 BETH ROAD  
 ORLANDO, FL 32824

UNITED LAND SERVICES LLC      Lawn and Ornamental  
 12428 SAN JOSE BLVD  
 STE 4  
 JACKSONVILLE, FL 32223

*Nicole Fried*  
 NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF LICENSING AND ENFORCEMENT

Date: June 24, 2021      File No.: JF143135      Expires: June 1, 2022

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 1, 2022**

SCOTT PRITT      Lawn and Ornamental  
 15250 JOHN LAKE RD  
 CLERMONT, FL 34711

*Nicole Fried*  
 NICOLE "NIKKI" FRIED, COMMISSIONER

**Tax Collector Scott Randolph      Local Business Tax Receipt      Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

5000 BUSINESS OFFICE	2021	EXPIRES	9/30/2022	5000-1224500
\$30.00	1 EMPLOYEE	1812 IRRIGATION	\$30.00	1 EMPLOYEE

TOTAL TAX \$60.00  
 PENALTIES \$6.00  
 PREVIOUSLY PAID \$66.00  
 TOTAL DUE \$0.00

9224 TELFER RUN (MOBILE)  
 U - ORLANDO, 32817  
 TODD MARC C - IS0000258  
 PAID: \$66.00 2004-07392138 10/22/2021



FLORIDA ULS OPERTING LLC  
 TODD MARC C - IS0000258  
 UNITED LAND SERVICES  
 FLORIDA ULS OPERTING LLC  
 9224 TELFER RUN  
 ORLANDO FL 32817

This receipt is official when validated by the Tax Collector.



# **Scope of Services Summary**

# Falcon Trace CDD

## LANDSCAPE SCOPE OF WORK

### ***THE RIGHT PLANT, THE RIGHT PLACE. THE RIGHT FERTILIZER, THE RIGHT WATER.***

*profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.*

#### 1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.
- b. St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1<sup>st</sup> through September 30<sup>th</sup> and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Pond will be mowed between 26 and 32 times as needed.
- c. St. Augustine and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Contractor shall complete a minimum of two passes along all waterways/wetlands with a 50" mower or larger discharging clippings away from the water. Any waterway edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.
- e. Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and if it occurs they shall be removed prior to the end of each service day.
- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractor's mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of the CDD representative. Replacement material will be of similar size to the material being replaced.



## 2. Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. Edges are to be perpendicular to the ground. String trimmers will not be used for this function. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

## 3. String Trimming

- a. String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- b. Under no circumstance will it be an acceptable practice to string trim bed edges or small areas that may be cut utilizing a walk behind mower.
- c. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD.
- d. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

## 4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

## 5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

## B. Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks. The exception will be the entrances and clubhouse areas. These are high traffic, focal areas and as such will be included to provide weekly attention minimally. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of annual detail rotations

### 1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs,

particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD representative.

- c. Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:
  - Provide clearance for pedestrians, vehicles, mowers and buildings.
  - Maintain clearance from shrubs in bed areas.
  - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.
- h. Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by the CDD representative.
- i. Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

## 2. Weed Control

- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

## 3. Trash Removal

- a. Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

## C. General

### 1. Policing

- a. Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.
- b. As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.
- c. All litter shall be removed from the property and disposed of off-site.

### 2. Communication

- a. Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.
- c. When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5<sup>th</sup> of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns.
- d. Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance of this agreement meets the standards required herein and protects the overall well-being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

### 3. Staffing

- a. The Contractor shall have a well-experienced Foreman/Supervisor on site at all times with the crew. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniform that distinguishes them from the crew. The Foreman/Supervisor should communicate regularly, daily when needed, with the property's manager. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. This will assure the BOD and Management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.
- b. The crew members should be properly trained to carry out their assigned task, and should work in a safe professional manner. Each crew member should be in full uniform at all times.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.
- e. Contractor is expected to staff the property with adequately trained personnel a minimum 3 days per week between Monday & Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to normal member attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

### **SCHEDULE "A" – TURF CARE PROGRAM - ST. AUGUSTINE**

**A. Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.**

<u>Month</u>	<u>Application</u>
January:	Winter fertilization, broadleaf weed control and disease control
March:	Spring granular fertilization, broadleaf weed control, insect and disease control
May:	Late spring heavy, 100% slow release Nitrogen fertilization with Arena and weed Control
October:	Heavy fall granular fertilization and broadleaf weed/disease control

**B. Application Requirements**

**1. Fertilization**

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. At the request of management, soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

- f. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

## 2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

## 3. Weed Control

- a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- b. Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.

## 4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

### **SCHEDULE "B" – TURF CARE PROGRAM – BAHIA – Where Applicable**

#### **A. Application Schedule**

<u>Month</u>	<u>Application</u>
March:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
June:	Chelated Iron application and Mole Cricket control.
October:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

#### **B. Application Requirements**

##### 1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.

- d. The irrigation system will be fully operational prior to any fertilizer application.
  - e. Soils shall be tested at a reliable testing facility twice per year to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.
2. Insect/Disease Control
- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
  - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
3. Weed Control
- a. Weed control will be limited to the broadleaf variety under this program.
  - b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
4. Warranty
- Only turf loss due to dramatic negligence or mismanagement by the contractor will be considered for replacement by contractor.

### **SCHEDULE "C" – TREE/SHRUB CARE PROGRAM**

#### **A. Application Schedule**

<u>Month</u>	<u>Application</u>
March/April:	Insect/disease control/fertilization.
May/June:	Insect/disease control as needed.
July/August:	Minor nutrient blend with insect/disease control.
October:	disease control as needed
December:	Insect/disease control/fertilization as needed

#### **B. Application Requirements**

1. Fertilization
- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
  - b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
  - c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- g. The irrigation system will be fully operational prior to any fertilizer application.
- h. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.

## 2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- e. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

## 3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

## 4. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.



## **SCHEDULE “D” – IRRIGATION MAINTENANCE**

### **A. Frequency of Service**

- a. Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week.
- b. The irrigation inspection will be performed during the same week(s) each month.

### **B. Specifications**

- a. Activate each zone of the system.
- b. Visually check for any damaged heads or heads needing repair.
- c. Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- d. Clean filters located at each zone valve monthly if applicable.
- e. Clean, straighten or adjust any heads not functioning properly.
- f. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
- g. Report any valve or valve box that may be damaged in any way.
- h. Leave areas in which repairs or adjustments are made free of debris.
- i. Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- j. Contractor will provide a written report of the findings by zone.

### **C. Qualifying Statements**

#### **1. Repairs**

- a. Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- b. Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management’s discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

#### **2. Service Calls**

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.
- b. When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

#### **3. Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.**

- a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

#### **4. Damage resulting from contractor’s crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.**

5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
6. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
7. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
8. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.
9. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

**SCHEDULE "E" – ADDITIONAL SERVICES – To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.**

**Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.**

**A. Bedding Plants – Annuals ( If Applicable )**

*The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.*

**1. Schedule**

- a. The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d. Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

**2. Installation**

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine bark Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

### 3. Maintenance

- a. Flower beds unique to the property will be reviewed daily or at each service visit for the following:
  - Removal of all litter and debris.
  - Beds are to remain weed – free at all times.
  - All declining blooms are to be removed immediately.
  - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. Pre-emergent herbicides are not to be used in annual beds.
- e. Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

### 4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

## B. Bed Dressing

### 1. Schedule

- a. Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard".
- b. Application will be completed within a two-week time period.

### 2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.

- b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds then an additional proposal will be created by the contractor for the additional needed yards.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

## **C. Palm Trimming**

### **1. Schedule**

- 2. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.
- 3. All palms less than 12' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 4. Washingtonia palms in excess of 12' will be trimmed up to two times per year in the months of February and August as needed.
- 5. All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.
- 6. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
- 7. Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.
- 8. When trimming, cut the frond close to the trunk without leaving "stubs"
- 9. It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree



# **Your Investment**

## Falcon Trace CDD Landscape Fee Summary

Contractor: United Land Services

Address: 6386 Beth Rd. Orlando, FL

Phone:

Fax:

Contact: John Borland

Email: [jboland@unitedlandservices.com](mailto:jboland@unitedlandservices.com)

Property: Falcon Trace CDD

Address: 219 E. Livingston St.  
Orlando,  
Florida,  
32801

Phone: 407-750-3599

Contact: [JWright@gmscfl.com](mailto:JWright@gmscfl.com)

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>GENERAL SERVICES</b> (Schedule A) - Mowing/Detailing	955	955	1,273	1,273	1,592	1,592	1,592	1,592	1,592	1,273	1,273	955	\$15,918
<b>TURF CARE</b> (Schedule B) Bahia/St Augustine Fert	216	81	460	135	216	135	460	162	216	81	460	81	\$2,706
<b>TREE/SHRUB CARE</b> (Schedule C) Tree/Shrub Fert	19	86	29	33	38	29	43	43	29	86	19	24	\$478
<b>BED DRESSING - Estimate mulch yds</b> (Schedule E - B.) <i>Per Yard Pricing: \$50/cy, \$8/bale</i>					3,230 <i>55cy, 60 bale</i>						3,230 <i>55cy, 60 bale</i>		\$6,460
<b>PALM TRIMMING</b> (Schedule E - C.) <i>Per Palm Price:</i> <i>\$50 Washingtonian,</i>		1,700						1,700					\$3,400
<b>ANNUAL CHANGES - None at this time</b> (Schedule E - A.) <i>Per Annual Pricing:</i>													\$0
<b>IRRIGATION MAINT.</b> (Schedule D)	138	138	138	138	138	138	138	138	138	138	138	138	\$1,656
<b>TOTAL FEE PER MONTH:</b>	\$1,329	\$2,960	\$1,900	\$1,580	\$5,214	\$1,894	\$2,233	\$3,635	\$1,975	\$1,579	\$5,121	\$1,198	\$30,618

<b>Flat Fee Schedule</b>	\$2,551	\$2,551	\$2,551	\$2,551	\$2,551	\$2,551	\$2,551	\$2,551	\$2,551	\$2,551	\$2,551	\$2,551	\$30,618
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<b>Essential Services</b> Mowing/Detailing/Irrigation/Fert and Pest	\$20,758
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<b>Extra Services</b> Annual Changes, Palm Pruning, Mulch	\$9,860
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<b>TOTAL</b>	\$30,617.60
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**9/1/2022**

**Unit cost for service repairs**

Price includes labor ONLY service call additional \$55.00 per call

		\$65.00			
Item	tem list cos	Labor	Labor Hours \$	Unit Cost	
<b>Heads</b>					
Nozzle	\$1.25	0.25	\$16.25	\$17.50	
Rotary Nozzle	\$11.00	0.25	\$16.25	\$27.25	
Bubbler ADJ	\$2.00	0.25	\$16.25	\$18.25	
Bubbler PRS	\$5.50	0.25	\$16.25	\$21.75	
6" pop-up	\$9.00	0.5	\$32.50	\$41.50	
6" RD	\$7.25	0.5	\$32.50	\$39.75	
6" PRS	\$17.00	0.5	\$32.50	\$49.50	
6" PRS-SAM	\$21.00	0.5	\$32.50	\$53.50	
6" RD PRS-SAM	\$23.00	0.5	\$32.50	\$55.50	
12" PRS	\$19.00	0.6	\$39.00	\$58.00	
12" PRS-SAM	\$25.50	0.6	\$39.00	\$64.50	
12" RD	\$14.00	0.6	\$39.00	\$53.00	
12" RD PRS-SAM	\$28.00	0.6	\$39.00	\$67.00	
RISER	\$13.00	0.6	\$39.00	\$52.00	
4" Rotor	\$16.00	0.7	\$45.50	\$61.50	
4" Rotor PRS-SAM	\$23.00	0.7	\$45.50	\$68.50	
6" Rotor	\$29.00	0.7	\$45.50	\$74.50	
6" Rotor PRS-SAM	\$26.00	0.7	\$45.50	\$71.50	
12" Rotor	\$29.00	0.8	\$52.00	\$81.00	
12" Rotor PRS-SAM	\$51.00	0.8	\$52.00	\$103.00	
<b>Valves</b>					
1" Residential Valve	\$30.00	1.5	\$97.50	\$127.50	
1" Commercial PGA	\$31.00	1.75	\$113.75	\$144.75	
1" Commercial PEB	\$120.00	1.75	\$113.75	\$233.75	
1" Commercial PEBS	\$175.00	1.75	\$113.75	\$288.75	
1 1/2" Commercial PGA	\$105.00	3	\$195.00	\$300.00	
1 1/2" Commercial PEB	\$160.00	3	\$195.00	\$355.00	
1 1/2" Commercial PESB	\$216.00	3	\$195.00	\$411.00	
2" Commercial PGA	\$130.00	4	\$260.00	\$390.00	
2" Commercial PEB	\$190.00	4	\$260.00	\$450.00	
2" Commercial PESB	\$250.00	4	\$260.00	\$510.00	
1" Ball Valve	\$9.00	1	\$65.00	\$74.00	
1 1/4" Ball Valve	\$26.00	2	\$130.00	\$156.00	



1 1/2" Ball Valve	\$18.00	2	\$130.00	\$148.00
2" Ball Valve	\$56.00	2	\$130.00	\$186.00
2 1/2" Ball Valve	\$69.00	2	\$130.00	\$199.00
3" Ball Valve	\$330.00	4	\$260.00	\$590.00
1" Gate Valve	\$120.00	1	\$65.00	\$185.00
1 1/4" Gate Valve	\$180.00	1	\$65.00	\$245.00
1 1/2" Gate Valve	\$210.00	1.5	\$97.50	\$307.50
2" Gate Valve	\$245.00	2	\$130.00	\$375.00
3" Gate Valve	\$841.00	6	\$390.00	\$1,231.00
4" gate Valve	\$1,216.00	6	\$390.00	\$1,606.00

#### **Line Repairs**

Drip Line	\$5.00	0.25	\$16.25	\$21.25
1/2"	\$10.00	0.5	\$32.50	\$42.50
3/4"	\$15.00	0.5	\$32.50	\$47.50
1"	\$20.00	1	\$65.00	\$85.00
1 1/4"	\$35.00	1	\$65.00	\$100.00
1 1/2"	\$55.00	2	\$130.00	\$185.00
2"	\$68.00	3	\$195.00	\$263.00
2 1/2"	\$94.00	6	\$390.00	\$484.00
3"	\$186.00	12	\$780.00	\$966.00
4" Compression Coup.	\$297.00	16	\$1,040.00	\$1,337.00

#### **Labor**

<i>General labor</i>	<i>\$45.00</i>
<i>Tech</i>	<i>\$65.00</i>
<i>Specialist</i>	<i>\$95.00</i>

## SERVICES AGREEMENT

This Services Agreement (the “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the “**Effective Date**”), between \_\_\_\_\_ (the “**Customer**”), and \_\_\_\_\_ (the “**Contractor**”). Contractor is in the business of providing landscape maintenance services and Customer desires to contract with Contractor to provide landscape maintenance services to Customer and certain properties managed by Customer in accordance with the following terms and conditions of this Agreement.

Service Address: \_\_\_\_\_

**1. Services.** Contractor agrees to provide the Customer with the scope of services set forth in Exhibit A (the “Services”) at the locations specified therein. Contractor agrees to provide all labor, material, equipment and supervision to perform the duties outlined by this Agreement, except that Customer shall provide any necessary water and utilities necessary for Contractor to perform the Services. Contractor warrants to the Customer that: (i) Contractor will perform the Services in a workmanlike manner in accordance with reasonable prevailing industry standards; (ii) Contractor shall comply with all applicable laws; (iii) Contractor has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Contractor from complying with the provisions of this Agreement. Contractor shall not have any liability for any nonperformance, delays, or alleged deficient performance resulting from any environmental issues, including drought, hurricane, flooding, tornados, rainfall, storms, earthquakes, or other disasters or weather events, any governments actions or changes in law, any wars, acts of terrorism, epidemics, shortages, strikes or other labor issues, or other causes beyond the control of Contractor. **Contractor hereby waives any implied warranties, including, without limitation, any warranties of fitness for a particular purpose or workmanship. Contractor’s liability under the performance of this Agreement shall be limited to the value of any Services that are deficient or otherwise result in such liability.**

**2. Compensation.** In consideration of the Contractor’s performance of the Services, the Customer agrees to pay Contractor the fees set forth on Exhibit A for the monthly amount of for the Services set forth therein, which shall increase by inflation as measured by the Consumer Price Index for All Urban Consumers (“CPI”) at the beginning of each annual renewal term of the Agreement. Customer shall be responsible for all sales, use, and other taxes with respect to all amounts paid by the Customer to Contractor under this Agreement other than taxes on Contractor’s income. Fees for the Services shall be invoiced during the month in which those Services are to be performed and all fees shall be paid within thirty days of invoice by Contractor to Customer. There is a late payment fee of twenty-five dollars. Payments shall be made by ACH or check. Contractor may adjust the fees on an annual basis by giving Customer written notice and such adjustment shall be effective on the next calendar month after the month such notice is given. The fees charged by Contractor are the confidential information of Contractor and shall not be disclosed by Customer to any other person or entity. Should Contractor need to pursue legal action to collect any amounts owed, Customer agrees to pay attorney’s fees, court costs, service charges and any other expenses incurred with the collection of any outstanding debts owed to Contractor. Customer shall remit Contractor a monthly fee of \$ \_\_\_\_.

**3. Term and Termination.** The initial term of the Agreement shall commence on the Effective Date and, unless earlier terminated as permitted under this Agreement, shall continue until the date that is 3years following the Effective Date. Thereafter, the Agreement shall automatically renew for successive one year period. Either party may terminate the renewal with 30 days written notice.

**4. General.** Contractor enters into this Agreement as an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of joint venturers, partners, employer and employee, franchiser and franchisee, master and servant, or principal and agent. Contractor shall be solely responsible for all taxes, withholdings and other similar statutory obligations with respect to its employees, including without limitation, Worker’ Compensation Insurance. Either party may assign this Agreement to an affiliate or to any successor entity or purchaser of a substantial portion of the assets of such party that relate to the subject matter of this Agreement without the other party’s consent but with written notice. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Florida. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Florida, as applicable, for any matter arising out of or relating to this Agreement. Except where provided otherwise, notices hereunder shall be in writing and shall be deemed to have been given upon receipt. All communications will be sent to the party’s address as set forth herein, or at such address as the parties may later specify in writing for such purposes. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

[Signature Page Follows]

**THIS SERVICES AGREEMENT IS ACCEPTED AND AGREED TO AS OF THE EFFECTIVE DATE:**

**Contractor:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer:**

By: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**Providing exceptional landscape services to  
partners across the state of Florida.**

				
	  <b>Jena Rodgers</b> Regional Sales Director  6386 Beth Rd Orlando, FL 32824 O: 321-281-8861 C: 407-230-0117 <a href="mailto:jrogers@unitedlandservices.com">jrogers@unitedlandservices.com</a>			
				
				

***United We Grow!***



*Uniting partners through exceptional  
landscape services*

# Falcon Trace CDD Landscape Fee Summary

Contractor: United Land Services

Address: 6386 Beth Rd. Orlando, FL

Phone:

Fax:

Contact: John Borland

Email: [jboland@unitedlandservices.com](mailto:jboland@unitedlandservices.com)

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP
<b>GENERAL SERVICES</b> (Schedule A) - Mowing/Detailing	955	955	1,273	1,273	1,592	1,592	1,592	1,592	1,592
<b>TURF CARE</b> (Schedule B) Bahia/St Augustine Fert	216	81	460	135	216	135	460	162	216
<b>TREE/SHRUB CARE</b> (Schedule C) Tree/Shrub Fert	19	86	29	33	38	29	43	43	29
<b>BED DRESSING - Estimate mulch yds</b> (Schedule E - B.) <i>Per Yard Pricing: \$50/cy, \$8/bale</i>					3,230 <i>55cy, 60 bale</i>				
<b>PALM TRIMMING</b> (Schedule E - C.) <i>Per Palm Price:</i> <i>\$50 Washingtonian.</i>		1,700						1,700	
<b>ANNUAL CHANGES - None at this time</b> (Schedule E - A.) <i>Per Annual Pricing:</i>									
<b>IRRIGATION MAINT.</b> (Schedule D)	138	138	138	138	138	138	138	138	138
<b>TOTAL FEE PER MONTH:</b>	\$1,329	\$2,960	\$1,900	\$1,580	\$5,214	\$1,894	\$2,233	\$3,635	\$1,975

<b>Flat Fee Schedule</b>	\$2,551	\$2,551	\$2,551	\$2,551	\$2,551	\$2,551	\$2,551	\$2,551	\$2,551
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<b>Essential Services</b> Mowing/Detailing/Irrigation/Fert and Pest	\$20,758
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<b>Extra Services</b> Annual Changes, Palm Pruning, Mulch	\$9,860
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Initials \_\_\_\_\_

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP
TOTAL	\$30,617.60								



Contractor: Property: Falcon Trace CDD

Address: Address: 219 E. Livingston St.

Orlando,  
Florida, 32801

Phone: Phone: 407-750-3599

Fax:

Contact: Contact: JWright@gmscfl.com

Email: Email:

	OCT	NOV	DEC	TOTAL
<b>GENERAL SERVICES</b> (Schedule A) - Mowing/Detailing	1,273	1,273	955	\$15,918
<b>TURF CARE</b> (Schedule B) Bahia/St Augustine Fert	81	460	81	\$2,706
<b>TREE/SHRUB CARE</b> (Schedule C) Tree/Shrub Fert	86	19	24	\$478
<b>BED DRESSING - Estimate mulch yds</b> (Schedule E - B.) <i>Per Yard Pricing: \$50/cy, \$8/bale</i>		3,230 <i>55cy, 60 bale</i>		\$6,460
<b>PALM TRIMMING</b> (Schedule E - C.) <i>Per Palm Price:</i> <i>\$50 Washingtonian,</i>				\$3,400
<b>ANNUAL CHANGES - None at this time</b> (Schedule E - A. ) <i>Per Annual Pricing:</i>				\$0
<b>IRRIGATION MAINT.</b> (Schedule D)	138	138	138	\$1,656
<b>TOTAL FEE PER MONTH:</b>	\$1,579	\$5,121	\$1,198	\$30,618

<b>Flat Fee Schedule</b>	\$2,551	\$2,551	\$2,551	\$30,618
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**Essential Services**

Mowing/Detailing/Irrigation/Fert and Pest

**Extra Services**

Annual Changes, Palm Pruning, Mulch

Initials\_\_\_\_\_

	OCT	NOV	DEC	TOTAL
TOTAL				

# SECTION 7



5115 Old Winter Garden Road  
Orlando, Florida 32811  
407-295-7093 Fax 407-292-8550

## Proposal

**To:** Falcon Trace CDD  
219 E Livingston Street  
Orlando FL 32801

Proposal # : 23516  
Date: 11/07/2022

**Attn:** Jarett Wright

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### Description

### Amount

Revised 11/7/2022

Falcon Trace - Big Hawk Recreation Center

Remove 124 LF of 4' high fencing & replace with 120 LF of 10' high green vinyl fencing and (1) 4' wide swing gate at tennis court, also furnish & install 188 LF of 10' high green vinyl fencing with (1) 8' wide swing gate at basketball court.

17,680.00

Excludes: all access controls (keycard), resurfacing of court & permit.

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This proposal is valid for 30 days. Please contact your salesperson to proceed with work.

Salesperson: Darrin Anderson  
darrin@allritefence.com

Non-Taxable Amount:	17,680.00
Taxable Amount:	0.00
Sales Tax:	0.00
<b>Proposal Total:</b>	<b>\$17,680.00</b>

