

***Falcon Trace  
Community Development District***

***Agenda***

***March 15, 2023***

# AGENDA

# *Falcon Trace*

## *Community Development District*

---

219 East Livingston Street, Orlando, FL 32801

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

March 8, 2023

Board of Supervisors  
Falcon Trace  
Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of **Falcon Trace Community Development District** will be held **Wednesday, March 15, 2023, at 6:00 PM at the Big Hawk Lake Recreation Center, 13600 Big Hawk Lake Drive, Orlando, Florida**. Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

- I. Roll Call
- II. Public Comment Period
- III. Approval of Minutes of the January 18, 2023, Board of Supervisors Meeting
- IV. Consideration of Resolution 2023-04 Re-Setting Public Hearing for the Purpose Of Adopting Revised Suspension and Termination of Rules
- V. Review of all Management Contracts
  - A. Agreement for District Management Services with GMS
  - B. Amenity Facilities Agreement with CALM
- VI. Consideration of Agreement Renewal with Sharks and Minnows Swim School
- VII. Discussion of Parking Lot Sealing Proposal
- VIII. Staff Reports
  - A. Attorney
  - B. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
  - C. Field Manager's Report
    - i. Review of February Landscape Site Reports
    - ii. Consideration of Landscape Sod Enhancements Proposal from REW
    - iii. Consideration of Palm Tree Replacement Proposal from REW
    - iv. Consideration of Access Control Upgrades Proposal from ACS
    - v. Consideration of Bathroom Remodeling Proposal from Mary & David Remodeling
- IX. Supervisor's Requests
- X. Adjournment

# MINUTES



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

The regular meeting of the Board of Supervisors of the Falcon Trace Community Development District was held Wednesday, **January 18, 2023** at 6:00 p.m. at the Big Hawk Lake Recreational Center, 13600 Hawk Lake Drive, Orlando, Florida.

Present and constituting a quorum were:

Sara Hurst	Chairperson
Carole Miller	Vice Chairperson
Kathy Stark	Assistant Secretary
Sue Marchesi Baron	Assistant Secretary
Perry Shaikh	Assistant Secretary

Also Present were:

Jason Showe	District Manager
Michael Eckert	District Counsel by telephone
Jarett Wright	Field Operations
Marcia Calleja	CALM

*The following is a summary of the discussions and actions taken at the January 18, 2023 Falcon Trace Community Development Board of Supervisors meeting.*

**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**

**Consideration of Resolution 2023-03 Setting  
Public Hearing for the Purpose of Adopting  
Revised Suspension and Termination Rules**

Mr. Showe stated we proposed March 15, 2023 for the public hearing, that is your regular board meeting and gives us sufficient time to advertise the rule hearing.

On MOTION by Ms. Hurst seconded by Ms. Stark with all in favor Resolution 2023-03 setting the public hearing for March 15, 2023 was approved.
---

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the Board of  
Supervisors Meeting held December 12, 2022  
and Acceptance of the Audit Committee  
Minutes**

On MOTION by Ms. Stark seconded by Ms. Baron with all in favor the minutes of the December 12, 2022 board of supervisors meeting were approved as presented and the audit committee minutes were accepted.
--

**FIFTH ORDER OF BUSINESS**

**Review of Board Member Roles and Rules**

Mr. Showe stated as a follow-up to the last meeting we included a section of the Falcon Trace rules of operations that goes into the roles and responsibilities of each officer of the board.

**SIXTH ORDER OF BUSINESS**

**Discussion of Pool Closure on December 18,  
2022**

Mr. Showe stated we had a pool closure on December 18<sup>th</sup> because we didn't have staff.

Ms. Miller stated we didn't have anyone that day nor did we have a sign posted. We need to create something that if we do not have personnel that someone needs to come and jump in, if need be, and we need to know.

**SEVENTH ORDER OF BUSINESS****Ratification of Agreement for Audit Services  
with DiBartolomeo, McBee, Hartley &  
Barnes**

Mr. Showe stated in accordance with the audit committee recommendations, we had them provide the agreement and it was in accordance with the bid the board approved. I signed that to get them started on the audit and I would like the board to ratify that action.

On MOTION by Ms. Baron seconded by Ms. Miller with all in favor the engagement letter with DiBartolomeo, McBee, Hartley & Barnes was ratified.

**EIGHTH ORDER OF BUSINESS****Consideration of Updated Disclosure of  
Public Financing**

Mr. Showe stated this is an updated disclosure of public financing document and reflects there is no more debt.

Mr. Eckert stated once you approve this it gets recorded in the real property records.

On MOTION by Ms. Hurst seconded by Ms. Miller with all in favor the updated disclosure of public financing was approved.

**NINTH ORDER OF BUSINESS****Staff Reports****A. Attorney**

There being none, the next item followed.

**B. Manager****i. Approval of Check Register**

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

**iii. Balance Sheet and Income Statement**

A copy of the balance sheet and income statement 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.

Ms. Calleja stated I hired a new person who will start March 1<sup>st</sup> and there are other potential employees I will be speaking with, so we will have a full staff.

**TENTH ORDER OF BUSINESS**

**Supervisor's Requests**

Ms. Hurst stated I realized there are a lot of people who are unable to access HOA information or is unfamiliar as to where to find it or they are new to the neighborhood. We had asked for a large plastic enclosed divided bulletin board to be placed on the outside of the pool area so that CDD and HOA information can be listed.

Mr. Wright stated I did locate a bulletin board that will fit the space. Did you want pressure treated wood or metal?

Ms. Hurst stated I think pressure treated wood is fine.

Mr. Shaikh asked can you give me one idea of how to save money in 2023?

Mr. Showe stated a lot of our districts have moved to iPads for the agenda packages and that way we don't have to print out a paper copy or have it delivered. We would load the agenda on them and bring them to the meeting.

It was the consensus of the board to have the electronic version of the agenda packages.

Ms. Baron stated we give cards to homeowners and they can give them to their renters so they can use the facilities. Do we flag any names, do we go on any databases to see if it someone who shouldn't be in the pool facility?

Mr. Showe stated in the past you had to bring your lease and the cards were timed to deactivate at the end of the lease.

Ms. Baron asked is there is a way to stop someone who shouldn't be around children from coming near children?

Mr. Showe stated the CDD doesn't have enforcement ability and our rules don't address that.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Ms. Hurst seconded by Ms. Miller with all in favor the meeting adjourned at 6:55 p.m.
--

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman

## SECTION IV

## **RESOLUTION 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN RE-SCHEDULING AND RE-NOTICING THE PUBLIC HEARING FOR THE PURPOSE OF ADOPTING REVISED SUSPENSION AND TERMINATION RULES; AMENDING RESOLUTION 2023-03 TO SET THE PUBLIC HEARING THEREON; 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 created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Orange County, Florida; and

**WHEREAS**, on January 18, 2023, at a duly noticed public meeting, the District’s Board of Supervisors (“Board”) adopted Resolution 2023-03, setting a public hearing on the revised Suspension and Termination of Access Rule for March 15, 2023, at 6:00 p.m. at 13600 Hawk Lake Drive, Orlando, Florida 32837; and

**WHEREAS**, due to a clerical error, the Board was unable to hold the public hearings on March 15, 2023; and

**WHEREAS**, the District Manager, at the direction of the Chairman of the Board of Supervisors, rescheduled the date of the public hearings to May 17, 2023, at 6:00 p.m., at the same time and location as provided in Resolution 2023-03, and caused notice thereof to be provided pursuant to Florida law.

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

**SECTION 1.** Resolution 2023-03 is hereby amended to reflect the changed date of the public hearing on the revised Suspension and Termination of Access Rule from March 15, 2023, to May 17, 2023, at 6:00 p.m.

**SECTION 2.** The actions of the District Manager in re-scheduling and re-noticing the public hearings are hereby ratified and approved.

**SECTION 3.** Except as otherwise provided herein, all of the provisions of Resolution 2023-03 continue in full force and effect.

**SECTION 4.** 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.** This Resolution shall take effect upon its passage and adoption by the Board.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.**

ATTEST:

**FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

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

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



## SECTION V

# SECTION A

**AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN  
FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT AND  
GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA,  
LLC**

Date of Agreement: 14<sup>th</sup> day of October, 2020.

Between:                   Governmental Management Services – Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801

(Hereinafter referred to as “Manager”);

And:                       Falcon Trace Community Development District  
A unit of special purpose local government located in  
Orange County, Florida

(Hereinafter referred to as “District”).

**GENERAL MANAGEMENT, ADMINISTRATIVE, ACCOUNTING AND  
WEBSITE SERVICES**

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

**Meetings, Hearings, Workshops, Etc.**

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law and consistent with ADA requirements.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

### Records

- The Manager will maintain "Record of Proceedings" for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida's public records laws.

### District Operations

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District's public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.
- On or before October 1<sup>st</sup> of every year, the Manager will prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
  - File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
  - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  - Provide the regular meeting schedule of the Board to County.
  - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.

- File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
- Transmit Public Facilities Report and related updates to appropriate agencies.
- Prepare and file annual public depositor report.

### *Accounting and Reporting*

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.
- The Manager will recommend and implement investment policies and procedures pursuant to State law and provide Cash Management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.

### *Audits*

- The Manager will provide audit support to auditors for the required Annual Audit and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

### *Budgeting*

- The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.

- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

### *Capital Program Administration*

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

### *Field Services Management and Pool Attendant Services*

- The Manager will provide maintenance contract administration for the recreational center, landscaping, and water management contracts.
- The Manager will administer and distribute access cards.
- The Manager will respond to residents and Board of Supervisors inquiries regarding maintenance operations.
- The Manager will coordinate and implement maintenance projects.
- The Manager will perform monthly daytime and nighttime site visits to ensure facilities are properly maintained.
- The Manager will provide pool attendant services during hours of operation including, but not limited to, the following major activities:
  - Open Facility in accordance with pool hours as established by Board of Supervisors;
  - Clean, organize and straighten facility;
  - Coordinate guests check in and access;
  - Coordinate room rentals;
  - Monitor all recreational facilities;
  - Monitor and enforce recreational rules; and
  - Close and secure facility.
- The Manager will provide other services as required by the Board of Supervisors to ensure satisfactory operation of the District facilities.

### *Website Services*

- Provide website services, including independent performance of or the engagement of a third party firm to create an ADA compliant website, consistent with the requirements of Chapter 189 and 190, Florida Statutes, ensuring the website's regulatory compliance under the ADA and other federal law and rulemaking, including but not limited to the Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "WCAG"). Cost of the website creation is not included in this Contract and performance of such is contingent upon the Districts approval and funding of the Manager's performance of such remediation services or of approving and executing an agreement with a third-party firm.
- Host and maintain the District's website, consistent with the above referenced legal requirements. Specifically, Manager shall:
  - Ensure that new documents and other content, including but not limited to image, video and audio files, uploaded to the District's website are in accessible formats for assistive technologies, as needed, including but not limited to new agenda materials, audit reports, meeting minutes, and other documents required or requested to be added to the website
  - Update the District's Accessibility Policy (as defined herein), which may need to be updated from time to time as legal and regulatory conditions change, for display and use on the website. Said "Accessibility Policy" shall contain, at a minimum, a commitment to accessibility for persons with disabilities, the District's engagement of Manager for ADA-specific services, in an effort to maintain the website's ADA compliance, the accessibility standard used and applied to the website (which shall be, at a minimum, WCAG), and contact information for the Manager or their designee (email and phone number) for users encountering any problems
  - Secure domain name and provide hosting with fail-over, automated, and regular back-up measures to ensure continued functionality and accessibility of the website (collectively, "Hosting"). Hosting shall also include, but not be limited to, a minimum of 15GB of file space, 20Mbps download speed and 5 MBps upload speed, and 95% website uptime, or better, calculated on an annual basis.
  - Respond to the public's requests for website accommodation and provide the necessary assistive support consistent with case law, insurance requirements and regulatory requirements/legal conditions.
  - Provide for the long-term storage of electronic data in compliance with all applicable Florida laws regarding records retention; and
  - Provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Website Services contemplated by this provision
- At request of District, perform, or cause to be performed, at least four (4) quarterly technological and/or human audits per year to ensure the website's compliance with WCAG standards or better and any applicable laws, rules and

regulations applicable to the Website. Manager shall remediate any deficiencies identified during each audit within thirty (30) days or sooner, if required by court order or another agreement, and provide a written report to the District summarizing the audit and remediations made, if any. Cost of quarterly technological and/or human audits is not included in this contract and performance of such is contingent upon the Districts approval and funding of the Manager's performance of such remediation services or of approving and executing an agreement with a third-party firm.

## FINANCIAL SERVICES

### Assessments & Revenue Collection

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.
- The Manager will issue estoppel letters as needed for property transfers.
- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

## FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached Exhibit A. Payment shall be made in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the budget approved by the Board. In addition, the District agrees to reimburse the Manager for expenses incurred as part of performing the duties and responsibilities outlined in this contract. These expenses include, but are not limited to: reproduction, printing and binding, long distance telephone, facsimile transmission,



postage and express mail, legal advertising and supplies ("Reimbursables"). All expenses shall be at the cost incurred by Manager, and in all cases shall be consistent with the provisions of Chapter 112, F.S., to the extent applicable.

This Agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

### DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

### TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or
2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

### GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.
2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not

affect the remaining provisions of the Contract which shall remain in full force and effect.

4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Manager, without the approval of the District.
5. Nothing contained in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
6. Any amendment or change to this Contract shall be in writing and executed by all parties.
7. The Manager agrees to pay, discharge, defend (if required by the District), indemnify and hold the District and its supervisors, agents, employees, representatives, successors and assigns harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the District in the event Manager fails to retain counsel to represent the District, its supervisors, agents, employees, representatives, successors and assigns, who is reasonably acceptable to the District), incurred by the District or its supervisors, agents, employees, representatives, successors and assigns arising out of or in connection with: (i) any management services to be provided by the Manager pursuant to this Contract; (ii) any failure by Manager to perform any of its obligations under this Contract; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of Manager or Manager's officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents use of the District property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, agreements, approvals, or permits affecting District property. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract.

## NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

Falcon Trace Community Development District  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: Chairman

With a copy to:

Hopping Green & Sams, PA  
119 S. Monroe Street, Suite 300  
Tallahassee, FL 32301  
Attn: Michael C. Eckert,

If notice is sent to Manager, it shall be sent to:

Governmental Management Services - Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: George S. Flint

This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

**Approved by:**

Board of Supervisors Falcon Trace  
Community Development District

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

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

Governmental Management Services  
- Central Florida, LLC

---

Witness

---

George S. Flint, Vice-President

**EXHIBIT A**  
**DISTRICT MANAGEMENT FEE SCHEDULE**  
**October 2020**

Management, Administrative, and Accounting Services

- Annual Fee paid in equal monthly payments \$ 53,163  
(plus Reimbursables)

Field Services Management

- Annual Fee paid in equal monthly payments \$ 19,923  
(plus Reimbursables)

Pool Attendant Services

- Estimated pool attendant services budget assumes \$ 74,880  
3,200 hours worked at a blended hourly labor rate of  
\$18/hour times a multiplier of 1.30.

Annual Assessment Administration \$ 5,000  
(Beginning with the first assessment to individual  
unit owners, direct assessment or utilizing tax collector)

\*Costs for other services shall be by separate agreement or work authorization and may be adjusted based upon the scope of services provided.

## SECTION B

**AMENITY FACILITIES MANAGEMENT AGREEMENT BY AND BETWEEN THE  
FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT  
AND COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT, LLC**

**THIS AGREEMENT ("Agreement")** is made and entered into as of this 9th day of December, 2022, by and between:

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

**Community Association and Lifestyle Management, LLC**, a Florida limited liability company, with a mailing address of 6200 Lee Vista Boulevard, Suite 300, Orlando, Florida 32822 ("**Contractor**" and, together with the District, "**Parties**").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District has constructed a recreation center that includes a swimming pool, a meeting room, sports fields, and other recreation facilities (collectively, "**Amenity Center**"); and

**WHEREAS**, the District intends to provide for the operation of the Amenity Center; and

**WHEREAS**, Contractor has a background in the management of recreation facilities and is willing to provide such management services to the District in accordance with this Agreement; and

**WHEREAS**, the District desires to enter into a contractual relationship with Contractor to manage and/or maintain the Amenity Center and to provide other services as described in this Agreement and as included in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference ("**Services**").

**Now, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

**2. ENGAGEMENT OF SERVICES.** The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Amenity Center for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

### 3. SCOPE OF SERVICES.

**A. Amenity Center Management.** Contractor shall provide Amenity Management Services from January 1, 2023, through September 30, 2023, in accordance with **Exhibit A**.

**B. Full and Part Time Amenity Center Staffing.** Contractor shall provide Staffing Services from January 1, 2023, through September 30, 2023, in accordance with **Exhibit A**. To provide these services, Contractor shall provide the staffing levels and positions as further described in **Exhibit A**.

**4. COMPENSATION.** Contractor shall be compensated not to exceed Eighty-Three Thousand and Thirty Dollars (\$83,030.00) per year, in accordance with the monthly schedule attached hereto as **Exhibit B**, for providing the Services described in Section 3 of this Agreement. Contractor shall invoice the District monthly for the Services provided under this Agreement. Contractor shall provide, upon request, copies of employee timecards documenting the total hours worked. The District shall pay invoices within thirty (30) days of receipt.

### 5. GENERAL PROVISIONS.

**C.** Contractor is an independent contractor. Contractor shall have sole authority as an independent contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff.

**D.** Contractor shall promptly respond to any and all emergencies or problems related to the Amenity Center and shall promptly report to the District all known problems related to the Amenity Center.

**E.** Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.

**F.** Contractor shall provide, at no additional cost to the District, company uniforms to all personnel providing the Services. Contractor shall also provide at its cost all office supplies necessary to perform the services under this Agreement, including such things as printer and copier ink, toner, paper, pens, clipboards, etc. Office supplies shall not include furniture, computers, copiers, cameras, alarm system components and facility access cards which will be paid for by the District.

**G.** Contractor and its personnel shall be familiar with, and comply with, all rules and policies (together, "**Amenities Rules**") adopted by the District relating to the Amenity Center, and further shall ensure that all persons using the Amenity Center are informed with respect to the Amenities Rules and ensure that said persons conform therewith. Contractor has the authority to have patrons, guests, and others who are failing to comply with the Amenities Rules removed from the Amenity Center only to the extent such authorization is set forth in the Amenities Rules and only to the extent



Contractor acts in a manner consistent with the Amenities Rules. Such incidents shall be reported promptly to the District.

**6. CARE OF THE PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners, and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

**7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Amenity Center placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

**8. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS.** Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Center or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the Board expressly directs Contractor otherwise, in writing.

**9. TERMINATION.** The initial term of this Agreement commences on January 1, 2023, and continues until September 30, 2023 ("Initial Term"), unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for additional one-year terms ("Renewal Terms"), unless terminated pursuant to its terms. The District shall have the right to terminate this Agreement at any time upon written notice due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor shall have the right to terminate this Agreement without cause upon one hundred twenty (120) days' written notice to the District. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination.

**10. INSURANCE.**

**A.** Contractor shall maintain throughout the term of this Agreement the following insurance:

- i.** Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- ii.** Commercial General Liability Insurance with limits of \$1,000,000 (one

million dollars) applicable to bodily injury, sickness, or death in any one occurrence and \$1,000,000 (one million dollars) for loss or damage to property in any one occurrence.

- iii. Employer's Liability Coverage with limits of \$250,000 (two hundred fifty thousand dollars).
- iv. Professional Liability Insurance with limits of \$1,000,000 (one million dollars).

B. The District and its staff, consultants, and supervisors shall be listed as certificate holders and additional insured parties on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.

## 11. INDEMNIFICATION.

A. Contractor Indemnification. The Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

B. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

C. For purposes of this section, "acts or omissions" on the part of Contractor's officers, directors, agents, assigns or employees includes, but is not limited to, the operation and management of the Amenity Center in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Amenity Center, unless such permit, license, certification, consent, or other approval is first obtained or

the Board has expressly directed Contractor in writing not to obtain such permit license, certification, consent, or other approval.

**D.** The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section 12 shall survive the termination or expiration of this Agreement.

**12. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE.**

A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**13. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings. The provisions of this Section 14 shall survive termination of this Agreement.

**14. ENTIRE AGREEMENT.** This instrument, together with its attachments, shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement. In the event of any conflict between this Agreement and its Exhibits, this Agreement shall control.

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

**16. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of both Parties hereto, both Parties have complied with all the requirements of law, and both Parties have full power and authority to comply with the terms and provisions of this Agreement.

**17. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

**If to District:**

Falcon Trace Community Development  
District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:**

Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**If to Contractor:**

Community Association and Lifestyle  
Management, LLC  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 33548  
Attn: Darrin Mossing

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

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

**19. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval is void.

**20. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that the exclusive venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Orange County, Florida.

**21. EFFECTIVE DATE.** Upon execution, this Agreement shall be effective on January 1, 2023, and shall remain in effect through September 30, 2023, unless terminated earlier in accordance with Section 9, above.

**22. PUBLIC RECORDS.** Amenity Manger understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jason Stowe ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119,

*Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

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

**24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**25. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

**26. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**27. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**28. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found

to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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

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

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

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

***[SIGNATURES BEGIN ON THE FOLLOWING PAGE]***

**IN WITNESS WHEREOF**, the Parties each intend to enter this Agreement, understand the terms set forth herein, hereby agree to those terms, and have executed this Agreement on the day and year first written above.

**ATTEST:**

**FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

  
Secretary / Assistant Secretary

  
Chairperson, Board of Supervisors

**WITNESS:**

**COMMUNITY ASSOCIATION AND  
LIFESTYLE MANAGEMENT, LLC, a  
Florida limited liability company**

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_  
(Print Name)

By: Darrin Mossing  
Its: President

**Exhibit A:** Scope of Services  
**Exhibit B:** Schedule of Fees

## **Exhibit A: Scope of Services**

**STANDARD ON-GOING SERVICES (“STANDARD SERVICES”):** These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District Amenity Center management.

### **1. AMENITY CENTER MANAGEMENT:**

- A. Manage and implement rules, regulations, customer service, etcetera as required by the CDD;
- B. Prepare quarterly reports for Board of Supervisors;
- C. Manage contractors related to the CDD Amenity Center;
- D. Provide information periodically to HOA for mass communication to the community;
- E. Attend and participate in the regularly scheduled and special Board of Supervisors meetings;
- F. Work with District Manager in preparation of the annual CDD Amenity and Operations Budget;
- G. Manage all recreation operations for the District;
- H. Manage the staff provided by Consultant and ensure mission completion;
- I. Supervisor and schedule Facility Amenity Staffing;
- J. All other services as required in the final agreement between the Consultant and District and as requested by Board of Supervisors or homeowners to ensure meets and surpasses all expectations of the community.

### **2. FULL AND PART TIME AMENITY CENTER STAFFING:**

- A. Onsite staffing levels consisting of part time and full-time employees of Consultant to meet the current staffing level requirements anticipated to be 2,776 hours onsite a year plus management services subject to change each fiscal year as part of the CDD annual budget process for adjusted service level requirements;
- B. Exhibit B includes the annual hours of operation for the Amenity Center and the weekly staffing levels contemplated in this Agreement;
- C. Open the amenity center and prepare it for resident use in the morning, close the amenity center at the end of the day and prepare it for opening the next day, lock all doors at the end of the day and set the alarm;
- D. Monitor resident use of amenity. One employee shall remain in the amenity at all times during normal hours of operation;
- E. Monitor the pool area, sports fields and playground and conduct random checks daily to ensure non-patrons are not using the amenities. Inspect trash containers and remove and replace liners. Remove and replace dog comfort station bags.
- F. Setup room as requested by paying residents.
- G. Treat residents with respect.



- H.** Confront confrontational residents and report issues to the Facility Manager or to the Orlando Sheriff; as appropriate; and
- I.** Notify the Amenity Manager of repairs as needed.

**3. ADDITIONAL SERVICES:**

- A.** All other requested items not specifically denoted in Exhibit A or Exhibit B will be subject to either a flat rate proposal or an hourly rate proposal to the District.

### **Exhibit B – Schedule of Fees**

**Standard Services:** billed monthly pursuant to the following schedule:

Full and Part Time Amenity Center Staffing and Amenity Center Management	\$30 per staffed hour at Amenity Facility
Reasonable Reimbursement Expenses	As Submitted
<b>Total</b>	<b>\$83,030 Anticipated For Fiscal Year 2023</b>

**Additional Services:**

<b>Description</b>	<b>Fee Basis</b>	<b>Fee Budget</b>
Hourly Rate for Special Services	Hourly	Upon Request
Response to Extensive Public Records Requests Requiring Significant Effort	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

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

## Daily Checklist

### Falcon Trace CDD - Part Time Pool Attendant

- Opening Shift Employee

	Clock in
	Turn off alarm
	Turn on slide
	Open bathrooms
	Blow Off the pool deck with blower
	Check chemicals - Chlorine - Acid
	Put out umbrellas
	Put out life preservers & hooks
	Remove any debris from pool deck and gutters / wet step
	Wipe down tables tops
	Replace trash can liners throughout the facility
	Inspect and pick up debris from tennis court, basketball area, dock area, park and dumpster/boat ramp area ( <i>walk entire facility</i> )
	Unlock parking lot by removing bollards
	Issue access cards
	Manage parties

- Closing Shift Employee

	Replace trash can liners and take to the dumpster
	Straighten all deck/ patio furniture
	Store life preservers & hooks
	Remove any debris from pool deck and gutters / wet step
	Close all pool umbrellas and store them
	Ensure community room is locked and all pool gates are fully closed
	Clean bathrooms (toilets, counter tops and floors)
	Turn off slide; lock tower
	Lock up parking lot with bollards
	Make sure all vehicles have been removed before placing bollards
	Clock out
	Turn on alarm

The pool attendant is responsible for enforcing the amenity facility policies. The most commonly enforced rules are as follows:

Residents are required to check in with the pool attendant prior to entering the pool area.

Residents need to produce their pool Identification and all children must be accompanied by an adult.

## SECTION VI

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

THIS AMENDMENT TO THE LICENSE AGREEMENT (the "Amendment") is entered into as of this 2 day of February, 2023, by and between:

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

SHARKS AND MINNOWS SWIM SCHOOL, INC., a Florida corporation, whose address is 4201 Roanne Drive, Orlando, Florida 32817 (the "Licensee" and, together with the District, the "Parties").

**RECITALS**

WHEREAS, the District and the Licensee are parties to that certain Swim Program License Agreement dated January 19, 2022 (the "License Agreement"), whereby the District granted the Licensee a non-exclusive license to teach swimming lessons at the swimming pool facility located at 13600 Hawk Lake Drive, Orlando, Florida 32837 (the "Pool Facilities") based on the terms and conditions set forth in the License Agreement; and

WHEREAS, Section 2 of the License Agreement provides for the renewal of the license for up to two additional one-year swim seasons.

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Licensee agree as follows:

1. **Grant of License.** The District hereby extends to Licensee the non-exclusive license to teach swimming lessons at the Pool Facilities in accordance with the terms and conditions set forth herein (the "Extended License").
2. **Term.** The term of the Extended License shall be from April 1, 2023, to October 10, 2023.
3. **Effect of Amendment.** Except as modified in this Amendment, there are no changes to the License Agreement, and the License Agreement as herein modified remains in full force and effect throughout the extended term and is hereby ratified by the Parties in all respects. The execution, delivery and effectiveness of this Amendment shall not operate as a

waiver of any provision of the License Agreement. In the event of a conflict between the License Agreement and this Amendment, the terms of this Amendment shall control.

**4. Counterparts.** This Amendment may be executed by the parties hereto individually or in combination or in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

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

**ATTEST:**

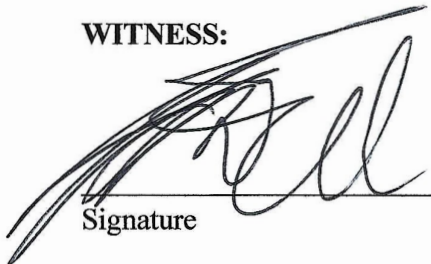
**FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

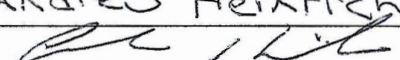
\_\_\_\_\_  
Secretary/Assistant Secretary

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

**WITNESS:**

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

  
\_\_\_\_\_  
Signature

Andrew Heinrich  
By:   
Its: President

## SECTION VII



# Falcon Trace CDD

## Client Information:

Jason Showe

Governmental Management Services

407-470-8825

jshowe@gmscfl.com

219 E Livingston St

Orlando, Florida 32801

Project # 1253

**MARCH 01, 2023**

## Project Information:

13600 Hawk Lake Dr

Orlando, FL 32837



# POTHOLE HEROES



# Introduction

## HERE AT POTHOLE HEROES, OUR CUSTOMERS ARE OUR NUMBER ONE PRIORITY.

In business, sometimes it's hard to see the forest for the trees. We started this company because we recognized that there had to be a better way to help our customers maintain their valuable parking lot assets. Typically, the parking lot is the first impression your customers or residents get of your business, and it's usually the last thing on your mind. You work hard at what you do, so a parking lot free from trip hazards, wheel damaging potholes, and other perils is one less thing to worry about. Governmental Management Services is a solid business with a good reputation - so what's next

It makes good financial sense to bring in the experts so you can focus on what you do best. Pothole Heroes is the provider of choice for all your asphalt and concrete maintenance needs. We will help you think about your paving assets in a whole new way, bringing a fresh perspective to long-standing challenges and helping you envision - and achieve - a great first impression that makes financial sense in the short and long term. Putting off asphalt repairs only gets more costly as time goes by, so we'll provide you with a solution to help optimize both your budgets and the life of your asset.

Simply put, our objective is to give Governmental Management Services the best possible solution for maintaining the first thing your customers see. We thank you and look forward to working together.



Carlos Rodriguez

Pothole Heroes

# Overview

At Pothole Heroes our solutions don't come out of a box ready to plug and play. We pride ourselves on identifying your challenges quickly and designing strategies to address them, always keeping top of mind your business's need for minimal disruption.

Outlined below is what my team and I believe to be the best solution for your parking lot.

**We believe our work speaks for itself. Here are a few of our completed projects.**



# Services We Offer

Pothole Heroes offers a variety of services to meet your needs. Together we define the problem and create solutions to solve it. Here are some of the services we provide.



## Infrared Asphalt Repair

Maximize your pavement maintenance budget by refurbishing your asphalt with our infrared system. Our Infrared patching repair method is a superior, cost-effective, and permanent repair solution for your asphalt pavement. It requires less raw materials, fewer people to perform the repair, and takes far less time to execute, saving you both time and money. The Pothole Heroes team is the industry leader in infrared patching technology, so let us show you a better way to maintain your asset.



## Lot Striping and Marking

Parking lot striping is an excellent and straightforward way to enhance the look of your property or business. Bright, clean, and neatly marked pavement is essential for directing pedestrians, guests, and employees around your parking lot. Faded stripes, crosswalks, and directional arrows not only project a poor company image but eventually lead to parking mishaps and traffic hazards within your property. We only use the highest quality state-of-the-art striping equipment and materials to ensure that your job is always completed on time, on budget, and to the highest quality standard possible.



## Concrete Repair

Concrete is one of the most durable construction materials out there; however, as a property owner or manager, you know that you have to prevent the possibility of a tenant, visitor, or customer getting injured on damaged concrete. That is why maintaining your concrete sidewalks, pavement, car stops, and curbs and keeping them in tip-top shape is critical. It will help prevent injuries and increase the overall curb appeal. No matter the size of your concrete project, Pothole Heroes always chooses the right tools and techniques to complete your concrete construction needs.



## Sealcoating

Sealcoating does more than make the asphalt black again. It allows the pavement to stay flexible for as long as possible by protecting the liquid asphalt binder that holds the pavement together. If not adequately protected, the brutal Florida sun can prematurely age your parking lot. Combine this with our higher-than-average rainfall, and you can see how easily potholes can form. All of our sealcoating products offer excellent protection not only from the sun and rain but from oil, fuel, and other damaging materials that cause asphalt to break down. Plus, it helps add visual pop and great curb appeal to your property.

DESCRIPTION	PRICE
<b>Standard sealcoating:</b> (1) coat squeegee, (1) coat spray in (1) mobilizations up to (28,302) Sq. Ft. <ol style="list-style-type: none"> <li>1. Secure area with cones and barricades as needed</li> <li>2. Clean the entire asphalt area being sealed</li> <li>3. Treat oil spots with primer as needed</li> <li>4. Apply by squeegee, the first coat of coal tar sealer as per the manufacturer's specifications</li> <li>5. Apply by spray a second coat of coal tar sealer</li> </ol>	\$4,849
<b>Striping:</b> <ol style="list-style-type: none"> <li>1. Stripe to existing layout using DOT- approved latex white, yellow, and/or blue paint to match what was previously existing to include: Stall Lines, Handicap Stalls, Lineal Footage and Stop Bar.</li> </ol>	\$879
<p>*Project bid with typical industry standards. City specifications, permit, and code requirements are subject to change.</p>	
<b>Total</b>	<b>\$5,728</b>





# Let's Work Together

This Agreement, together with the following Attachments, constitute the entire agreement between the parties with respect to the subject matter hereof, and as of the date this Agreement is executed by both Parties, shall supersede any previous agreements or understandings, written or oral, between the Parties. All modifications to the applicable Compensation arrangement shall be in writing and signed by both Parties and shall not supersede the terms of this Agreement. This proposal pricing is valid for 30 days from the date sent.

**Total price including any selected options: \$5,728.00.**

**Pricing Valid for 30 days from date above**

**Payment Terms:**

40% deposit, balance upon completion



SIGNATURE

Carlos Rodriguez



SIGNATURE

Jason Showe

Carlos Rodriguez  
Account Manager | Pothole Heroes

Jason Showe  
District Manager | Governmental Management  
Services

**We look forward to *working with you!***  
**Billing Information Required :**

Name

Legal Billing Address

Company Legal Name

Billing Email

Phone

## BEFORE WE START WORK

1. Pothole Heroes' needs suitable access to the work area unless it is dependent upon or in conjunction with the work of others. In that case, such work shall be performed and completed before arrival so that Pothole Heroes can work uninterrupted in a single shift operation.
2. Unless otherwise agreed, all vehicles must be removed from the work area no later than 7:15 am to deliver the project work on schedule.
3. Tow Trucks need to be arranged five days before starting work and must be on call to remove cars from the scheduled work zone as necessary.
4. The Customer is financially responsible for towing services and any created delays. If any cars are left in the area of work, Pothole Heroes cannot be held responsible for any damage to the vehicle.
5. Pothole Heroes will not be responsible for persons entering the work area, tracking materials or paint, or any damages to cars or persons trespassing in the designated areas.
6. Existing asphalt or concrete cracks with vegetation growing in them should be prepared with several weed killer treatments before Pothole Heroes' arrival.
7. The sprinkler system should be turned off 24 hours before the commencement of your project and stay off 48 hours after completion of the project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
8. Suspend lawn cutting during the work period.
9. Please ensure street sweepers are cancelled during the sealcoating projects and should not be used on newly sealcoated areas.
10. Dumpsters in the scheduled area must be removed or moved to another location. Dumpsters not moved will be subject to additional fees.

## CUSTOMER EXPECTATIONS

1. New pavement is susceptible to scuffing and marks until it has properly cured.
2. Large cracks in the existing asphalt may reflect through the new asphalt in time.
3. There will be tire' tracking'-this cannot be avoided, but the tracking marks will disappear in time.
4. The asphalt surface placed on this project will not have the finish and look of a sealcoat application. If a sealcoat is desired later, Pothole Heroes will be happy to quote you separately.
5. Sealcoating is not a crack filler. All existing cracks in the pavement will still be visible after sealcoating.
6. Pothole Heroes cannot guarantee the elimination of standing water.

## CONTRACT TERMS AND CONDITIONS

1. Our proposals are limited to included items only. Anything not explicitly contained is excluded from the contract.
2. Any alteration or deviation from proposal specifications involving extra costs will be executed only upon written orders and will become an additional charge over and above the estimate.
3. The proposal or contract provided, including all stated terms and conditions, shall become a legally binding attachment to any contract entered between Pothole Heroes and the financially responsible company for which the work will be performed.
4. All deposits are non-refundable upon cancellation of the contract by the client for any reason.

5. Pothole Heroes recommends a Civil Engineer be retained for ADA upgrades. As such, Pothole Heroes makes no claim that ADA upgrades will meet any/all local, state, and federal guidelines on ADA compliance.
6. For projects requiring city or county permits, Pothole Heroes will coordinate the process and charge an Actual Permit & Procurement Fee of \$495.00 per permit, plus the actual cost of the permit(s).
7. Any additional work required by the permit(s) will be extra to the contract amount.
8. Any work performed by Pothole Heroes which work is on public property, the(Client/Owner) agrees and understands that the project property it owns shall be charged with all indebtedness hereunder.
9. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
10. All accounts past due will incur a finance charge of 18% per annum.
11. Pothole Heroes reserves the right to withdraw the proposal at any time before the commencement of work should material price fluctuations rise significantly.
12. Any additional mobilizations for Paving will be billed at a rate of \$5,500.00 each. Any additional mobilizations for Sealcoating will be billed at a rate of \$1,750.00 each.
13. Delays to Pothole Heroes of a Maintenance Crew shall be paid at a rate of \$200.00 per half hour, and delays to Pothole Heroes of a Paving and/or Milling Crew shall be paid at a rate of \$350.00 per half hour by the Customer.
14. Any broken car stops will be replaced at an additional cost of \$60.00 each.
15. There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
16. Reflective Pavement Markers (RPMs) are excluded from the warranty.
17. Any additional reflective pavement markers required by city code will incur a charge of \$10.00 each added to the contract amount.
18. Pothole Heroes will not be responsible for damage to grass, sod, irrigation, or any other underground utilities.
19. Excavated materials will be left in the islands/landscaped areas.
20. Pothole Heroes will not be responsible for unforeseen conditions that arise; they may result in additional costs to the Customer.
21. Pothole Heroes guarantees its' sealer products against peeling or flaking of stable asphalt for (1) year, excluding normal wear and tear.
22. Newly seal-coated areas will be barricaded for 24-48 hours after project completion. It is the Customer's responsibility to keep the site clear to allow proper curing of the material. Failure to do so will void any warranty.
23. Pothole Heroes guarantees all workmanship and materials for up to (1) year, excluding normal wear and tear. The warranty starts at the conclusion of work and is not valid until payment has been made in full.

I have read and accept these terms and conditions:



INITIALS  
Jason Showe



## SECTION VIII

## SECTION B

# SECTION 1

# Falcon Trace Community Development District

## Summary of Check Register

January 9, 2023 to March 5, 2023

Fund	Date	Check No.'s	Amount
General Fund			
	1/18/23	4400-4404	\$ 16,140.83
	1/26/23	4405-4406	\$ 2,648.28
	2/2/23	4407-4410	\$ 10,967.29
	2/24/23	4411-4412	\$ 7,102.00
Total Amount			\$ 36,858.40

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
1/18/23	00079	12/20/22 15395	202212 320-53800-47000	MTHLY LAKE MAINT - DEC 22	*	400.00	
				AQUATIC WEED MANAGEMENT, INC.			400.00 004400
1/18/23	00027	12/01/22 667	202212 310-51300-34000	MANAGEMENT FEES - DEC 22	*	4,791.33	
		12/01/22 667	202212 310-51300-35200	WEBSITE MANAGEMENT-DEC 22	*	62.50	
		12/01/22 667	202212 310-51300-35100	INFORMATION TECH - DEC 22	*	114.58	
		12/01/22 667	202212 310-51300-51000	OFFICE SUPPLIES	*	.42	
		12/01/22 667	202212 310-51300-42000	POSTAGE	*	7.98	
		12/01/22 667	202212 310-51300-45000	COPIES	*	66.75	
		12/01/22 668	202212 320-53800-12000	FIELD MANAGEMENT - DEC 22	*	1,795.58	
		1/01/23 671	202301 310-51300-34000	MANAGEMENT FEES - JAN 23	*	4,791.33	
		1/01/23 671	202301 310-51300-35200	WEBSITE MANAGEMENT-JAN 23	*	62.50	
		1/01/23 671	202301 310-51300-35100	INFORMATION TECH - JAN 23	*	114.58	
		1/01/23 671	202301 310-51300-51000	OFFICE SUPPLIES	*	15.39	
		1/01/23 671	202301 310-51300-42000	POSTAGE	*	7.41	
		1/01/23 671	202301 310-51300-42500	COPIES	*	297.90	
		1/01/23 672	202301 320-53800-12000	FIELD MANAGEMENT - JAN 23	*	1,795.58	
				GOVERNMENTAL MANAGEMENT SERVICES			13,923.83 004402
1/18/23	00100	1/01/23 8296	202301 320-53800-47400	POOL MAINTENANCE - JAN 23	*	650.00	
				ROBERTS POOL SERVICE AND REPAIR INC			650.00 004403
1/18/23	00022	12/21/22 394317	202212 320-53800-47400	COVER SPLASH 920-5000	*	952.00	
		12/24/22 394539	202212 320-53800-47400	CHLORINE LINE CLEARED	*	215.00	
				SPIES POOL, LLC			1,167.00 004404
1/26/23	00113	1/10/23 3167522	202212 310-51300-31500	GENERAL COUNSEL - DEC 22	*	1,862.50	
				KUTAK ROCK LLP			1,862.50 004405
				FALC FALCON TRACE CWRIGHT			

CHECK DATE	VEND#	.....INVOICE..... DATE	...EXPENSED TO... INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	.... #
1/26/23	00019	12/31/22	06560069	202212	310	51300	48000			*	230.68		
			NOT AUDIT SELECT COMMITTEE										
		12/31/22	06560069	202212	310	51300	48000			*	196.92		
			NOT OF RULE DEV.-12/20/22										
		12/31/22	06560069	202212	310	51300	48000			*	358.18		
			NOT OF RULE MAKE 12/21/22										
								ORLANDO SENTINEL				785.78	004406
2/02/23	00027	12/31/22	673	202212	320	53800	49100			*	2,915.89		
			DRAINAGE INSTALL - DEC 22										
		12/31/22	674	202212	320	53800	47600			*	1,100.33		
			GENERAL MAINTENANCE-DEC22										
		12/31/22	675	202212	320	53800	47600			*	285.32		
			2 TOILET REPAIR - DEC 22										
		12/31/22	676	202212	320	53800	47600			*	2,306.00		
			CONDUIT REPLACEMNT-DEC 22										
								GOVERNMENTAL MANAGEMENT SERVICES				6,607.54	004407
2/02/23	00045	1/12/23	INV14805	202301	320	53800	47500			*	2,456.75		
			LANDSCAPE MAINT - JAN 23										
								REW CUSTOM LANDSCAPE LLC				2,456.75	004408
2/02/23	00022	1/12/23	394972	202301	320	53800	47400			*	548.00		
			SULFR/SOD BICARB/MURIATIC										
		1/12/23	395025	202301	320	53800	47400			*	725.00		
			BULK BLEACH / DELIVERY										
		1/18/23	395069	202301	320	53800	47400			*	30.00		
			TANK RENTAL FEE - JAN 23										
								SPIES POOL, LLC				1,303.00	004409
2/02/23	00022	10/26/22	391865	202210	320	53800	47400			*	600.00		
			BULK BLEACH / DELIVERY										
								SPIES POOL, LLC				600.00	004410
2/24/23	00124	1/20/23	1	202301	320	53800	12200			*	2,273.00		
			POOL ATTENDANTS - JAN 23										
		2/03/23	2	202302	320	53800	12200			*	2,303.00		
			POOL ATTENDANTS - FEB 23										
								COMMUNITY ASSOCIATIONS AND				4,576.00	004411
2/24/23	00113	2/10/23	3180536	202301	310	51300	31500			*	2,526.00		
			GENERAL COUNSEL - JAN 23										
								KUTAK ROCK LLP				2,526.00	004412
								TOTAL FOR BANK A			36,858.40		
								FALC FALCON TRACE CWRIGHT					

CHECK	VEND#	.....INVOICE.....	...EXPENSED TO...	VENDOR NAME				STATUS	AMOUNT	....CHECK.....	
DATE		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS		AMOUNT	#
TOTAL FOR REGISTER									36,858.40		

Aquatic Weed Management, Inc.

P.O. Box 1259  
Haines City, FL 33845  
863-412-1919

# Invoice

Date	Invoice #
12/20/2022	15395

Bill To
Falcon Trace CDD Governmental Management Services, Central 6200 Lee Vista Blvd., Ste 300 Orlando, FL 32822

RECEIVED  
DEC 27 2022

P.O. No.	Terms	Project
	Net 15	

79

Quantity	Description	Rate	Amount
	Monthly Lake herbicide maintenance - Dec 22 32.47	400.00	400.00
The month on the date of the invoice should correspond to the month treatments were made. Thanks!		<b>Total</b>	\$400.00



**GMS-Central Florida, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice****Invoice #:** 667**Invoice Date:** 12/1/22**Due Date:** 12/1/22**Case:****P.O. Number:****Bill To:**

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

27

Description	Hours/Qty	Rate	Amount
Management Fees - December 2022 34		4,791.33	4,791.33
Website Administration - December 2022 352		62.50	62.50
Information Technology - December 2022 351		114.58	114.58
Office Supplies 51		0.42	0.42
Postage 42		7.98	7.98
Copies 45		66.75	66.75

**Total** \$5,043.56**Payments/Credits** \$0.00**Balance Due** \$5,043.56

1001 Bradford Way  
Kingston, TN 37763

**Invoice #:** 668  
**Invoice Date:** 12/1/22  
**Due Date:** 12/1/22  
**Case:**  
**P.O. Number:**

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

27

<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>

**GMS-Central Florida, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice****Invoice #:** 671**Invoice Date:** 1/1/23**Due Date:** 1/1/23**Case:****P.O. Number:****Bill To:**

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

27

Description	Hours/Qty	Rate	Amount
Management Fees - January 2023 34		4,791.33	4,791.33
Website Administration - January 2023 352		62.50	62.50
Information Technology - January 2023 351		114.58	114.58
Office Supplies 57		15.39	15.39
Postage 42		7.41	7.41
Copies 425		297.90	297.90

**Total** \$5,289.11**Payments/Credits** \$0.00**Balance Due** \$5,289.11

1001 Bradford Way  
Kingston, TN 37763

**Invoice #:** 672  
**Invoice Date:** 1/1/23  
**Due Date:** 1/1/23  
**Case:**  
**P.O. Number:**

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

Description	Hours/Qty	Rate	Amount
Field Management - January 2023 32.12		1,795.58	1,795.58

<b>Balance Due</b>	<b>\$1,795.58</b>
--------------------	-------------------

**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

JAN 03 2023

INVOICE # 8296

DATE 01/01/2023

DUE DATE 01/31/2023

TERMS Net 30

100

32-474

ACTIVITY	QTY	RATE	AMOUNT
January 2023	1	650.00	650.00
January 2023 Swimming <u>Pool Maintenance</u> - Jan 23			

BALANCE DUE

**\$650.00**



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****394317****12/21/2022**

Printed 12/27/2022

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

**22****P.O.#**

**Sales Representative**  
HOUSE ACCOUNT

**Special instructions:** 1010

ANDREW		BULK SIZE & LOCATION		300 GAL POOL		
Qty	Product/Service	Description				
1.00	SRS-95-5000	SMITH 333170 920-5000 COVER SPLASH	\$952.00	\$0.00	\$952.00	
		920-5000	32.474			

**RECEIVED****DEC 28 2022**

Subtotal: \$952.00  
Tax: \$0.00  
Paid: \$0.00  
**Total: \$952.00**

\*\*\*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

394539

12/24/2022

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

22

**Special instructions:** 1010

WO	BULK SIZE & LOCATION	300 GAL POOL
Qty	Product/Service	Description

1.50

SPI-L00-0010  
LABOR

32.474

0.00

Description Of Work Completed

Checked the stenner, cleared the chlorine line from the tank and the stenner is now feeding correctly.

DEC 28 2022

Subtotal: \$215.00  
Tax: \$0.00  
Paid: \$0.00  
**Total: \$215.00**

**\*\*\*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.

**KUTAK ROCK LLP****TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

January 10, 2023

**RECEIVED**

JAN 11 2023

113

**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. 3167522

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. 3167522  
7523-1

Re: Falcon Trace CDD - General Counsel - Dec 22

For Professional Legal Services Rendered

12/07/22	K. Haber	1.80	405.00	Revise suspension and termination rules for consistency with amenity policies; correspondence with Brookes regarding updates to board meeting agenda; prepare meeting agenda memorandum
12/09/22	M. Eckert	1.90	665.00	Prepare for and attend board meeting
12/12/22	K. Haber	1.70	382.50	Revise suspension and termination rules for consistency with amenity policies; revise resolutions regarding suspension and termination rules; forward rulemaking notices and resolution to Showe and Brooks; review and revise CALM agreement and forward same to Showe and Brooks
12/20/22	K. Haber	0.90	202.50	Correspondence with Showe regarding fence agreement exhibits; prepare agreement for fence installation services; correspondence



**KUTAK ROCK LLP**

Falcon Trace CDD

January 10, 2023

Client Matter No. 7523-1

Invoice No. 3167522

Page 2

12/21/22	M. Eckert	0.40	140.00	with Wright regarding same Prepare fence contract; revise amenity policies
12/21/22	K. Haber	0.30	67.50	Revise fence installation agreement; correspondence with Showe regarding same

TOTAL HOURS	7.00
-------------	------

TOTAL FOR SERVICES RENDERED	\$1,862.50
-----------------------------	------------

TOTAL CURRENT AMOUNT DUE	<u>\$1,862.50</u>
--------------------------	-------------------

## Invoice & Summary

Billed Account Name: Falcon Trace Cdd  
Billed Account Number: CU00109416  
Invoice Number: 065600697000  
Amount: \$1,273.39  
Billing Period: 12/01/22 - 12/31/22  
Due Date: 01/30/23  
All past due amounts are payable immediately

# INVOICE/SUMMARY

Page 1 of 4

19

## Invoice & Summary Details

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
		Balance Forward		31.48		<del>487.61</del>
		<b>Current Activity</b>				
12/03/22	OSC65600697	Classified Listings, Online Public Hearing/Bid/Misc_Legal 7336867				230.68
		<i>Not Audit Select Committee</i>				
12/20/22	OSC65600697	Classified Listings, Online Public Hearing/Bid/Misc_Legal 7343219				196.92
		<i>NOT of Rule Dev - 12/20/22</i>				
12/21/22	OSC65600697	Classified Listings, Online Public Hearing/Bid/Misc_Legal 7343225				358.18
		<i>NOT of Rule Make - 12/21/22</i>				

## Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
785.78	<del>487.61</del>	0.00	0.00	0.00	0.00
	<i>Paid 12/27/22 CHK 4393</i>				

Please detach and return this portion with your payment.

## Remittance Section

Billed Period: 12/01/22 - 12/31/22  
Billed Account Name: Falcon Trace Cdd  
Billed Account Number: CU00109416  
Invoice Number: 065600697000

Return Service Requested

8476001132 PRESORT 1132 1 MB 0.512 P1C6 <B>



FALCON TRACE CDD  
STACIE VANDERBILT  
ATTN: STACIE VANDERBILT  
219 E. LIVINGSTON STREET  
ORLANDO FL 32801-1508

For questions regarding this billing, or change of address notification, please contact Customer Care:

Orlando Sentinel  
PO Box 8023  
Willoughby, OH 44096



RECEIVED JAN 13 2023

## Invoice & Summary Details

Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
------	----------------------	-------------	-------------------	------	-----------------	-------

Total Current Advertising

785.78

Total:

\$1,273.39

Order ID: 7336867

\* Agency Commission not included

**GROSS PRICE \* :** \$230.68

**PACKAGE NAME:** Public Hearing/Bid/Misc\_Legal

---

**Product(s):** Orlando Sentinel, Affidavit, Floridapublicnotices.com, Classifieds.OS.com\_Legals

**AdSize(s):** 1 Column

**Run Date(s):** Saturday, December 3, 2022

**Zone:** Full Run

**Color Spec.** B/W

---

**Preview**

**NOTICE OF AUDITOR SELECTION COMMITTEE  
MEETING AND REGULAR BOARD OF  
SUPERVISORS MEETING FOR THE FALCON  
TRACE COMMUNITY DEVELOPMENT  
DISTRICT**

Notice is hereby given that the Auditor Selection Committee ("Committee") meeting of the Falcon Trace Community Development District ("District") will be held on Friday, December 9, 2022 at 6:00 p.m. at 13600 Hawk Lake Drive, Orlando, FL 32837. The Board of Supervisors ("Board") of the Falcon Trace Community Development District will hold its regular Board meeting immediately following the conclusion of the Auditor Selection Committee Meeting.

A copy of the agenda may be obtained from the District's website: <https://falcontracecdd.com/> or by contacting the District Manager at 407-841-5524 and providing a telephone and email address during normal business hours. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting.

Any person requiring special accommodations in order to access and participate in the meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Jason Showe  
District Manager  
12/03/2022 7336867

Published Daily  
ORANGE County, Florida

**Sold To:**

Falcon Trace CDD - CU00109416  
219 E. Livingston Street  
ORLANDO, FL 32801

**Bill To:**

Falcon Trace CDD - CU00109416  
219 E. Livingston Street  
ORLANDO, FL 32801

**State Of Florida  
County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized  
representative of the ORLANDO SENTINEL, a DAILY newspaper  
published in ORANGE County, Florida; that the attached copy of  
advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice  
Was published in said newspaper by print in the issues of, or by publication  
on the newspaper's website, if authorized on Dec 20, 2022.

Affiant further says that the newspaper complies with all legal requirements  
for publication in Chapter 50, Florida Statutes.



**Rose Williams**

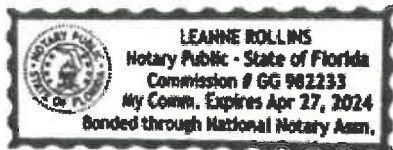
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 21 day of December, 2022,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7343219

Published Daily  
ORANGE County, Florida

**Sold To:**

Falcon Trace CDD - CU00109416  
219 E. Livingston Street  
ORLANDO, FL 32801

**Bill To:**

Falcon Trace CDD - CU00109416  
219 E. Livingston Street  
ORLANDO, FL 32801

**State Of Florida  
County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized  
representative of the ORLANDO SENTINEL, a DAILY newspaper  
published in ORANGE County, Florida; that the attached copy of  
advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice  
Was published in said newspaper by print in the issues of, or by publication  
on the newspaper's website, if authorized on Dec 21, 2022.

Affiant further says that the newspaper complies with all legal requirements  
for publication in Chapter 50, Florida Statutes.



**Rose Williams**

Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 22 day of December, 2022,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7343225

Jason Showe, District Manager  
Falcon Trace Community Development  
District  
12/21/2022 7343225

7343225

1001 Bradford Way  
Kingston, TN 37763

**Invoice #:** 673  
**Invoice Date:** 12/31/22  
**Due Date:** 12/31/22  
**Case:**  
**P.O. Number:** WA 899

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

Description	Hours/Qty	Rate	Amount
-Court Drain Installation Falcon Trace CDD - Basketball Court drainage installation - Installed new drainage along basketball court and connect to existing catch basins. The new lines were run out to the wetlands to help prevent flooding. 110' to 125' of corrugated piping, and installed 4 new catch basins. <i>Dec. 22</i> <i>32.491</i>			
Labor	37.5	47.50	1,781.25
Mobilization	3	65.00	195.00
Materials		530.64	530.64
Equipment		409.00	409.00
Total			\$2,915.89
Payments/Credits			\$0.00
Balance Due			\$2,915.89



WA#:#899



Governmental  
Management Services

Maintenance Services

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

Billing Date (Month/Year project completed):

December 2022

Job name and Description

- Court Drain Installation  
Falcon Trace CDD - Basketball Court drainage installation - -Installed new drainage along basketball court and connect to existing catch basins. The new lines were run out to the wetlands to help prevent flooding. 110' to 125' of corrugated piping, and installed 4 new catch basins.

Qty	Description	Unit Price	Line Total
37.5	Labor	\$47.50	\$1,781.25
3	Mobilization	\$65.00	\$195.00
	Materials		\$530.64
	Equipment		\$409.00
Total Due:			\$2,915.89

*backlog*

**GMS-Central Florida, LLC**1001 Bradford Way  
Kingston, TN 37763**Invoice****Invoice #:** 674**Invoice Date:** 12/31/22**Due Date:** 12/31/22**Case:****P.O. Number:** WA 907**Bill To:**Falcon Trace CDD  
219 E. Livingston St.  
Orlando, FL 32801

27

32476

Description	Hours/Qty	Rate	Amount
<u>-General Maintenance December 22</u>			
Falcon Trace CDD - General Maintenance December 22 - The bike rack and a sign were mounted.			
Labor	4	47.50	190.00
Mobilization	1	65.00	65.00
Materials		815.33	815.33
Equipment		30.00	30.00
<b>Total</b>			<b>\$1,100.33</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$1,100.33</b>

WA#:#907



Governmental  
Management Services

Maintenance Services

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

Billing Date (Month/Year project completed):

December 2022

Job name and Description

- General Maintenance December 22  
Falcon Trace CDD - General Maintenance December 22 - The bike rack and a sign were mounted.

Qty	Description	Unit Price	Line Total
4	Labor	\$47.50	\$190.00
1	Mobilization	\$65.00	\$65.00
	Materials		\$815.33
	Equipment		\$30.00
Total Due:			\$1,100.33

*back*

**GMS-Central Florida, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice****Invoice #:** 675**Invoice Date:** 12/31/22**Due Date:** 12/31/22**Case:****P.O. Number:** WA 925**Bill To:**

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

27

Description	Hours/Qty	Rate	Amount
-Toilet Repair Falcon Trace CDD - Toilet Repair - 2 toilets were repaired. + Billed from vendor 32.476			
Labor		285.32	285.32
<b>Total</b>			<b>\$285.32</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$285.32</b>

WA#:#925



Governmental  
Management Services

Maintenance Services

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

Billing Date (Month/Year project completed):

December 2022

Job name and Description

- Toilet Repair  
Falcon Trace CDD - Toilet Repair - 2 toilets were repaired. - Billed from vendor

Qty	Description	Unit Price	Line Total
	Labor		\$285.32
	Mobilization		
	Materials		
	Equipment		
Total Due:			\$285.32

**GMS-Central Florida, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice****Invoice #:** 676**Invoice Date:** 12/31/22**Due Date:** 12/31/22**Case:****P.O. Number:** WA 926**Bill To:**

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

27

Description	Hours/Qty	Rate	Amount
<u>-Conduit Replacement</u> Falcon Trace CDD - Pool building conduit replacement. All conduit was replaced in the building. Billed from Vendor 32.476			
Labor		2,306.00	2,306.00
<b>Total</b>			<b>\$2,306.00</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$2,306.00</b>

WA#:#926



Governmental  
Management Services

Maintenance Services

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

Billing Date (Month/Year project completed):

December 2022

Job name and Description

- Conduit Replacement  
Falcon Trace CDD - Pool building conduit replacement. All conduit was replaced in the building. Billed from Vendor

Qty	Description	Unit Price	Line Total
	Labor		\$2,306.00
	Mobilization		
	Materials		
	Equipment		

*backup*

Total Due: \$2,306.00

REW Lawn & Irrigation  
C/O Down to Earth  
2701 Maitland Center Parkway  
Suite 200  
Maitland FL 32751  
(321) 341-9393 Ext. 3333



January 2023  
INV148055

**Customer**

Falcon Trace Pool (GMS)\*  
Governmental Management Services (GMS)  
6200 Lee Vista Blvd  
Suite 300  
Orlando FL 32822  
invoices@gmscfil.com

**RECEIVED**  
JAN 18 2023

45

Project/Job	Invoice Date	Due Date	Terms	PO #
Falcon Trace Pool Area Only Contract (2023) - Estimate 45754	1/12/2023	2/11/2023	Net 30	

Item	Qty	Rate	Amount
Lawncare Recurring Monthly Maintenance	1	\$2,456.75	\$2,456.75

*Landscape Maint - Jan 23  
32.475*

Subtotal	\$2,456.75
Payments/Credits	\$0.00
Balance Due	\$2,456.75

Late payments are subject to an 18% per annum interest rate, applied daily, on the overdue balance. A processing fee of 2.75% will be added to all credit card payments.

**CLICK TO PAY NOW**







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

JAN 18 2023

Invoice

394972

1/12/2023

Printed 1/17/2023

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

22

**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
5.00	AAA-50-9900	SULFURIC ACID 15% 15 GALLON DEL D 15 GALLON DRUM SULFURIC ACID 15% ****PICK UP EMPTY DRUMS****	\$82.00	\$0.00	\$410.00
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

*Sulfuric Acid Bicarb/Muriatic*

*32.474*

Subtotal: \$548.00  
Tax: \$0.00  
Paid: \$0.00  
**Total: \$548.00**

\*\*\*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.**

..FRIDAY/MONDAY..

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

JAN 18 2023

**Invoice**

395025

1/12/2023

Printed 1/17/2023

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

22

**P.O.#**

**Sales Representative**  
HOUSE ACCOUNT

**Special instructions:** 1010

REF 394972

BULK SIZE & LOCATION 300 GAL POOL

Qty	Product/Service	Description			
280.00	AAA-50-8638	BULK BLEACH	\$2.50	\$0.00	\$700.00
		BULK BLEACH (LOCATION AND TANK SIZE)			
		/			
		DEL-00-0000	\$25.00	\$0.00	\$25.00
		DELIVERY FEE			

Subtotal: \$725.00  
Tax: \$0.00  
Paid: \$0.00  
**Total: \$725.00**

\*\*\*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

395069

1/18/2023

Printed 1/18/2023

**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:** 22  
1010

**P.O.#**

**Sales Representative**  
HOUSE ACCOUNT

MS

Oty	Product/Service	Description	Price	Tax	Amount
0.00		SPI-TNK-0001	\$30.00	\$0.00	\$30.00

TANK RENTAL FEE - Jan 23

32.474

RECEIVED

JAN 19 2023

THIS INVOICE IS FOR THE MONTH OF: FEBRUARY 2023

Subtotal:	\$30.00
Tax:	\$0.00
Paid:	\$0.00
<b>Total:</b>	<b>\$30.00</b>

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.



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

22

## Invoice

391865

10/26/2022

Printed 1/27/2023

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 391768		BULK SIZE & LOCATION 300 GAL POOL			
Qty	Product/Service	Description			
230.00	AAA-50-8638	BULK BLEACH BULK BLEACH (LOCATION AND TANK SIZE)	\$2.50	\$0.00	\$575.00
0.00		DEL-00-0000 DELIVERY FEE	\$25.00	\$0.00	\$25.00
32.474					

Subtotal: \$600.00  
Tax: \$0.00  
Paid: \$0.00  
Total: \$600.00

\*\*\*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.

**Community Associations and Lifestyle Management ,LLC**1001 Bradford Way  
Kingston, TN 37763**Invoice**

Invoice #: 1

Invoice Date: 1/20/2023

Due Date: 1/20/2023

Project:

P.O. Number:

**Bill To:**

Falcon Trace

32122

124

Description	Hours/Qty	Rate	Amount
Facility Attendants- Jan 23 Pool		2,273.00	2,273.00

**Total** \$2,273.00**Payments/Credits** \$0.00**Balance Due** \$2,273.00

CALM, LLC FY 2023

Monthly District	Management Fee	Website Maintenance	Information Technology	Field Management	Amenity Management	Copier Lease	Janitorial	Facility Attendants	Intercompany Revenue	Total
1 Falcon Trace	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 Randal Park POA *	\$3,611.64	\$100.00	\$474.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,185.64
3 Randal Park THOA	\$1,656.03	\$0.00	\$208.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,864.36
4 Randal Park Amenity Center	\$7,282.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,282.08
5 Residences at Tohoqua HOA	\$1,545.00	\$0.00	\$208.33	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$1,853.33
6 Tohoqua Master Association	*	\$100.00	\$375.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$575.00
7 Tohoqua CDD	\$0.00	\$0.00	\$0.00	\$0.00	\$10,416.67	\$0.00	\$0.00	\$0.00	\$0.00	\$10,416.67
8 Villages of Bloomingdale	\$0.00	\$0.00	\$0.00	\$11,145.83	\$5,958.33	\$0.00	\$1,057.83	Check Schedule	\$0.00	\$8,162.00
9 Nob Hill	\$1,312.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,312.50
10 Tohoqua Reserve	*	\$100.00	\$83.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$183.33
11 Townhomes at Tohoqua	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$15,407.25</b>	<b>\$300.00</b>	<b>\$1,349.00</b>	<b>\$11,145.83</b>	<b>\$16,375.00</b>	<b>\$200.00</b>	<b>\$1,057.83</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$35,834.92</b>

\* Monthly Lot Closing

VOB Facility Attendant Schedule	Falcon Trace Amenity Staffing
Dec-22 \$5,145.16	Jan-23 \$2,273.00
Jan-23 \$5,145.16	Feb-23 \$2,303.00
Feb-23 \$5,145.16	Mar-23 \$8,106.00
Mar-23 \$6,032.27	Apr-23 \$8,076.00
Apr-23 \$6,032.27	May-23 \$10,319.00
May-23 \$6,919.35	Jun-23 \$10,289.00
Jun-23 \$6,919.35	Jul-23 \$10,319.00
Jul-23 \$6,919.35	Aug-23 \$10,319.00
Aug-23 \$6,919.35	Sep-23 \$10,289.00
Sep-23 \$6,032.26	Oct-23 \$6,161.00
Oct-23 \$5,145.16	Nov-23 \$2,273.00
Nov-23 \$5,145.16	Dec-23 \$2,303.00
	<b>\$83,030.00</b>

\$71,500.00

Community Associations and Lifestyle Management ,LLC  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

Bill To:  
Falcon Trace

Invoice #: 2  
Invoice Date: 2/3/2023  
Due Date: 2/3/2023  
Project:  
P.O. Number:

32.122 124

Description	Hours/Qty	Rate	Amount
Facility Attendants- Feb 23 Pool		2,303.00	2,303.00

Total \$2,303.00

Payments/Credits \$0.00

Balance Due \$2,303.00

RECEIVED FEB 10 2022

CALM, LLC FY 2023

Monthly District	Management Fee	Website Maintenance	Information Technology	Field Management	Amenity Management	Copier Lease	Janitorial	Facility Attendants	Intercompany Revenue	Total
1 Falcon Trace	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 Check Schedule	\$0.00	\$0.00
2 Randal Park POA *	\$3,611.64	\$100.00	\$474.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,185.64
3 Randal Park THOA	\$1,854.83	\$100.00	\$83.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,038.17
4 Randal Park Amenity Center	\$7,282.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,282.08
5 Residences at Tohoqua HOA	\$1,599.17	\$100.00	\$83.33	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$1,882.50
6 Tohoqua Master Association		\$100.00	\$375.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$575.00
7 Tohoqua COD	\$0.00	\$0.00	\$0.00	\$0.00	\$10,416.67	\$0.00	\$0.00	\$0.00	\$0.00	\$10,416.67
8 Villages of Bloomingdale	\$0.00	\$0.00	\$0.00	\$1,145.83	\$5,958.33	\$0.00	\$1,057.83	Check Schedule	\$0.00	\$8,162.00
9 Nob Hill	\$1,312.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,312.50
10 Tohoqua Reserve		\$100.00	\$83.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$183.33
11 Townhomes at Tohoqua		\$0.00	\$83.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$83.33
<b>Total</b>	<b>\$15,660.22</b>	<b>\$500.00</b>	<b>\$1,182.33</b>	<b>\$1,145.83</b>	<b>\$16,375.00</b>	<b>\$200.00</b>	<b>\$1,057.83</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$36,037.89</b>

\* Monthly Lot Closing

VOB Facility Attendant Schedule

Dec-22	\$5,145.16	Falcon Trace Amenity Staffing
Jan-23	\$5,145.16	Jan-23
Feb-23	\$5,145.16	Feb-23
Mar-23	\$6,032.27	Mar-23
Apr-23	\$6,032.27	Apr-23
May-23	\$6,919.35	May-23
Jun-23	\$6,919.35	Jun-23
Jul-23	\$6,919.35	Jul-23
Aug-23	\$6,919.35	Aug-23
Sep-23	\$6,032.26	Sep-23
Oct-23	\$5,145.16	Oct-23
Nov-23	\$5,145.16	Nov-23
	\$71,500.00	Dec-23
		\$83,030.00



**KUTAK ROCK LLP****TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

February 10, 2023

**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. 3180536

Client Matter No. 7523-1

**RECEIVED**  
FEB 18 2023

Mr. Jason Showe  
Falcon Trace CDD  
Governmental Management Services – Central Florida  
219 E. Livingston St  
Orlando, FL 32801

113

Invoice No. 3180536  
7523-1

31,315

Re: Falcon Trace CDD - General Counsel - Jan 23

## For Professional Legal Services Rendered

01/03/23	M. Eckert	2.60	949.00	Research retaining wall maintenance responsibility; research easements and plats; research and prepare amended and restated disclosure of public financing
01/04/23	K. Haber	0.60	144.00	Prepare revisions to amenity facility policies
01/04/23	K. John	0.10	25.00	Confer with Haber regarding revised amenity policies
01/07/23	W. Haber	0.30	115.50	Monitor legislation
01/11/23	M. Eckert	0.30	109.50	Review agenda package; provide comments
01/15/23	R. Dugan	0.30	85.50	Prepare memorandum regarding statutory notice requirements
01/17/23	K. Haber	0.70	168.00	Prepare agenda for board meeting
01/18/23	M. Eckert	1.00	365.00	Prepare for and attend board meeting
01/18/23	K. Haber	1.10	264.00	Prepare resolution approving new disciplinary rule and exhibits; review board meeting agenda in preparation for meeting participation

**KUTAK ROCK LLP**

Falcon Trace CDD

February 10, 2023

Client Matter No. 7523-1

Invoice No. 3180536

Page 2

01/25/23	K. Haber	0.30	72.00	Revise resolution adopting revised disciplinary rules; correspondence with Showe regarding same
01/30/23	M. Eckert	0.10	36.50	Prepare swim lesson agreement extension
01/30/23	K. Haber	0.80	192.00	Prepare amendment to swim program license agreement; correspond with Showe regarding same

TOTAL HOURS	8.20
-------------	------

TOTAL FOR SERVICES RENDERED	\$2,526.00
-----------------------------	------------

TOTAL CURRENT AMOUNT DUE	<u>\$2,526.00</u>
--------------------------	-------------------

## SECTION 2

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

***Unaudited Financial Reporting***  
***January 31, 2023***



# 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**  
**January 31, 2023**

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>			
<u>Cash:</u>			
Operating Account	\$ 365,592	\$ 198,477	\$ 564,069
<u>Investments:</u>			
State Board Administration	\$ 161,671	\$ -	\$ 161,671
Due from Capital Reserve	\$ 3,650	\$ -	\$ 3,650
<b>Total Assets</b>	<b>\$ 530,913</b>	<b>\$ 198,477</b>	<b>\$ 729,390</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 16,319	\$ -	\$ 16,319
Due to General Fund	\$ -	\$ 3,650	\$ 3,650
<b>Total Liabilities</b>	<b>\$ 16,319</b>	<b>\$ 3,650</b>	<b>\$ 19,969</b>
<b>Fund Balance:</b>			
Assigned for:			
Capital Reserves	\$ -	\$ 194,827	\$ 194,827
Unassigned	\$ 514,594	\$ -	\$ 514,594
<b>Total Fund Balances</b>	<b>\$ 514,594</b>	<b>\$ 194,827</b>	<b>\$ 709,421</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 530,913</b>	<b>\$ 198,477</b>	<b>\$ 729,390</b>

**Falcon Trace**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance
<b>Revenues:</b>				
Maintenance Assessments	\$ 355,855	\$ 249,440	\$ 249,440	\$ -
Miscellaneous Income	\$ 100	\$ 100	\$ 720	\$ 620
Interest Income	\$ 100	\$ 100	\$ 2,420	\$ 2,320
<b>Total Revenues</b>	<b>\$ 356,055</b>	<b>\$ 249,640</b>	<b>\$ 252,580</b>	<b>\$ 2,940</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisors Fees	\$ 8,000	\$ 2,667	\$ 4,000	\$ (1,333)
FICA Expense	\$ 612	\$ 204	\$ 306	\$ (102)
Engineering Fees	\$ 1,000	\$ 333	\$ -	\$ 333
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Attorney Fees	\$ 18,800	\$ 6,267	\$ 7,235	\$ (968)
Annual Audit	\$ 3,600	\$ -	\$ -	\$ -
Management Fees	\$ 57,496	\$ 19,165	\$ 19,165	\$ (0)
Information Technology	\$ 1,375	\$ 458	\$ 458	\$ 0
Website Maintenance	\$ 750	\$ 250	\$ 250	\$ -
Telephone	\$ 50	\$ 17	\$ -	\$ 17
Postage	\$ 800	\$ 267	\$ 25	\$ 242
Printing and Binding	\$ 600	\$ 200	\$ 328	\$ (128)
Insurance	\$ 14,242	\$ 14,242	\$ 12,825	\$ 1,417
Legal Advertising	\$ 2,500	\$ 833	\$ 1,273	\$ (440)
Contingency	\$ 2,000	\$ 667	\$ 42	\$ 624
Property Appraiser	\$ 1,000	\$ -	\$ -	\$ -
Office Supplies	\$ 350	\$ 117	\$ 29	\$ 88
Dues, Licenses, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Subtotal General &amp; Administrative</b>	<b>\$ 118,350</b>	<b>\$ 50,861</b>	<b>\$ 51,111</b>	<b>\$ (250)</b>

**Falcon Trace**  
**Community Development District**  
**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance
<b><u>Operations &amp; Maintenance</u></b>				
Field Management	\$ 21,547	\$ 7,182	\$ 7,182	\$ (0)
Property Insurance	\$ 10,964	\$ 10,964	\$ 9,991	\$ 973
Pool Staff Payroll	\$ 83,047	\$ 27,682	\$ 11,061	\$ 16,621
Security	\$ 1,500	\$ 500	\$ 336	\$ 164
Telephone Expense	\$ 2,880	\$ 960	\$ 974	\$ (14)
Electric	\$ 18,150	\$ 6,050	\$ 6,116	\$ (66)
Irrigation/Water	\$ 14,850	\$ 4,950	\$ 3,685	\$ 1,265
Lake Maintenance	\$ 10,290	\$ 3,430	\$ 2,000	\$ 1,430
Pest Control	\$ 683	\$ 228	\$ -	\$ 228
Pool Maintenance	\$ 33,902	\$ 11,301	\$ 9,665	\$ 1,636
Grounds Maintenance	\$ 36,071	\$ 12,024	\$ 9,827	\$ 2,197
General Facility Maintenance	\$ 35,000	\$ 11,667	\$ 4,708	\$ 6,958
Refuse Service	\$ 6,700	\$ 2,233	\$ 3,281	\$ (1,048)
Field Contingency	\$ 6,000	\$ 2,000	\$ 2,916	\$ (916)
<b>Subtotal Operations &amp; Maintenance</b>	<b>\$ 281,584</b>	<b>\$ 101,171</b>	<b>\$ 71,742</b>	<b>\$ 29,429</b>
<b>Total Expenditures</b>	<b>\$ 399,934</b>	<b>\$ 152,032</b>	<b>\$ 122,853</b>	<b>\$ 29,179</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (43,879)</b>		<b>\$ 129,727</b>	
<b><u>Other Financing Sources/(Uses):</u></b>				
Transfer In/(Out) - Capital Reserve	\$ (70,000)	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (70,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (113,879)</b>		<b>\$ 129,727</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 113,879</b>		<b>\$ 384,867</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 514,594</b>	



**Falcon Trace**  
**Community Development District**  
**Capital Reserve Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance
<b>Revenues</b>				
Interest	\$ 50	\$ 17	\$ 7	\$ (9)
<b>Total Revenues</b>	<b>\$ 50</b>	<b>\$ 17</b>	<b>\$ 7</b>	<b>\$ (9)</b>
<b>Expenditures:</b>				
Landscape Improvements	\$ 15,000	\$ -	\$ 3,650	\$ (3,650)
Restroom Renovation	\$ -	\$ -	\$ 8,840	\$ (8,840)
Fence/Security	\$ -	\$ -	\$ 10,000	\$ (10,000)
Painting	\$ 10,000	\$ -	\$ -	\$ -
Miscellaneous	\$ 10,000	\$ -	\$ 152	\$ (152)
<b>Total Expenditures</b>	<b>\$ 35,000</b>	<b>\$ -</b>	<b>\$ 22,642</b>	<b>\$ (22,642)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (34,950)</b>		<b>\$ (22,635)</b>	
<b>Other Financing Sources/(Uses)</b>				
Transfer In/(Out)	\$ 70,000	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 70,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 35,050</b>		<b>\$ (22,635)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 157,080</b>		<b>\$ 217,461</b>	
<b>Fund Balance - Ending</b>	<b>\$ 192,130</b>		<b>\$ 194,827</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	\$ -	\$ 15,601	\$ 75,093	\$ 158,747	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 249,440
Miscellaneous Income	\$ 620	\$ 50	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720
Interest Income	\$ 480	\$ 577	\$ 646	\$ 717	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,420
<b>Total Revenues</b>	<b>\$ 1,100</b>	<b>\$ 16,228</b>	<b>\$ 75,789</b>	<b>\$ 159,463</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 252,580</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisors Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000
FICA Expense	\$ 77	\$ 77	\$ 77	\$ 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 306
Engineering Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Attorney Fees	\$ 2,097	\$ 750	\$ 1,863	\$ 2,526	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,235
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 4,791	\$ 4,791	\$ 4,791	\$ 4,791	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,165
Information Technology	\$ 115	\$ 115	\$ 115	\$ 115	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 458
Website Maintenance	\$ 63	\$ 63	\$ 63	\$ 63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 6	\$ 3	\$ 8	\$ 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25
Printing and Binding	\$ 0	\$ 29	\$ -	\$ 298	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 328
Insurance	\$ 12,758	\$ -	\$ 67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,825
Legal Advertising	\$ -	\$ 488	\$ 786	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,273
Contingency	\$ -	\$ 39	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 0	\$ 13	\$ 0	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29
Dues, Licenses, & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Subtotal General &amp; Administrative</b>	<b>\$ 26,082</b>	<b>\$ 7,366</b>	<b>\$ 8,771</b>	<b>\$ 8,892</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 51,111</b>
<b>Operations &amp; Maintenance</b>													
Field Management	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,182
Property Insurance	\$ 9,991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,991
Pool Staff Payroll	\$ 4,696	\$ 2,889	\$ 1,203	\$ 2,273	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,061
Security	\$ 84	\$ 84	\$ 84	\$ 84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 336
Telephone Expense	\$ 241	\$ 240	\$ 240	\$ 252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 974
Electric	\$ 1,642	\$ 1,525	\$ 1,537	\$ 1,412	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,116
Irrigation/Water	\$ 1,063	\$ 1,713	\$ 908	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,685
Lake Maintenance	\$ 800	\$ 400	\$ 400	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ 2,798	\$ 1,295	\$ 3,619	\$ 1,953	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,665
Grounds Maintenance	\$ 2,457	\$ 2,457	\$ 2,457	\$ 2,457	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,827
General Facility Maintenance	\$ 764	\$ 167	\$ 3,778	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,708
Refuse Service	\$ 816	\$ 820	\$ 825	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,281
Field Contingency	\$ -	\$ -	\$ 2,916	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,916
<b>Subtotal Operations &amp; Maintenance</b>	<b>\$ 27,148</b>	<b>\$ 13,386</b>	<b>\$ 19,762</b>	<b>\$ 11,446</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 71,742</b>
<b>Total Expenditures</b>	<b>\$ 53,229</b>	<b>\$ 20,752</b>	<b>\$ 28,534</b>	<b>\$ 20,338</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 122,853</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (52,129)</b>	<b>\$ (4,524)</b>	<b>\$ 47,255</b>	<b>\$ 139,125</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 129,727</b>
<b>Other Financing Sources/Uses:</b>													
Transfer In/(Out) - Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/Uses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (52,129)</b>	<b>\$ (4,524)</b>	<b>\$ 47,255</b>	<b>\$ 139,125</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 129,727</b>

**Falcon Trace**  
**Community Development District**  
**Special Assessment Receipts**  
**Fiscal Year 2023**

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

**ON ROLL ASSESSMENTS**

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>
11/1/22	1	\$ 3,272.88	\$ -	\$ (162.52)	\$ -	\$ 3,110.36	\$ 3,110.36
11/14/22	2	\$ 3,357.60	\$ -	\$ (134.32)	\$ -	\$ 3,223.28	\$ 3,223.28
11/21/22	3	\$ 9,657.90	\$ -	\$ (390.96)	\$ -	\$ 9,266.94	\$ 9,266.94
12/05/22	4	\$ 28,959.30	\$ -	\$ (1,158.51)	\$ -	\$ 27,800.79	\$ 27,800.79
12/12/22	5	\$ 31,057.80	\$ -	\$ (1,242.46)	\$ 151.61	\$ 29,966.95	\$ 29,966.95
12/19/22	6	\$ 18,047.10	\$ -	\$ (721.97)	\$ -	\$ 17,325.13	\$ 17,325.13
01/13/23	7	\$ 165,361.80	\$ -	\$ (6,615.26)	\$ -	\$ 158,746.54	\$ 158,746.54
<b>TOTAL</b>		<b>\$ 259,714.38</b>	<b>\$ -</b>	<b>\$ (10,426.00)</b>	<b>\$ 151.61</b>	<b>\$ 249,439.99</b>	<b>\$ 249,439.99</b>

**69%** Gross Percent Collected  
\$118,855.02 Balance Remaining to be Collected

# SECTION C

# Falcon Trace CDD

## Field Management Report



March 15th, 2023  
Jarett Wright  
Assistant Field Manager  
GMS

# Completed

## Pressure Washing

- ✚ Pressure washers were serviced.
- ✚ Pressure washing and algae/mold cleaning was completed.



## Community Message Board

- ✚ New community message board was installed.
- ✚ Copies for the keys will be made and distributed using the new key control system.

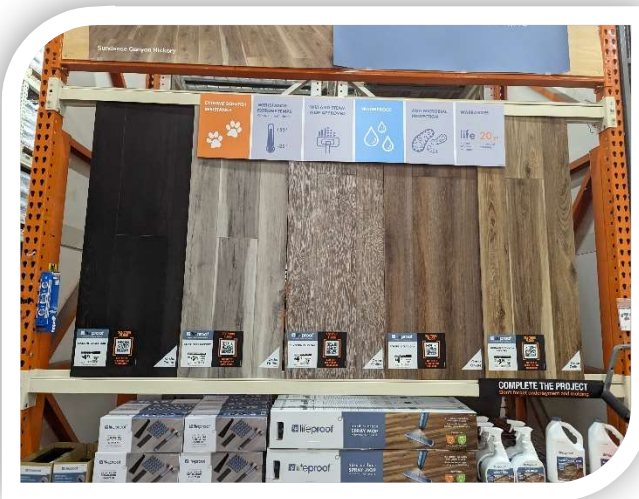
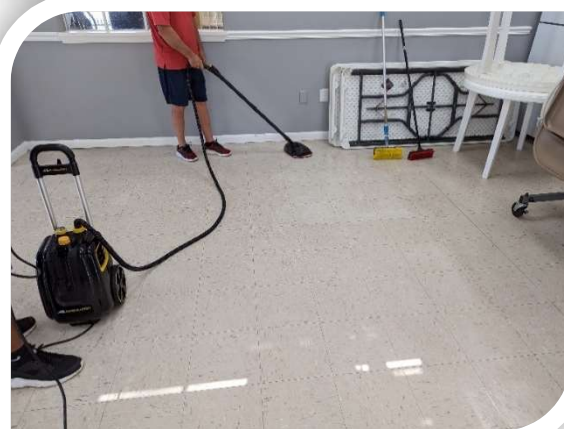




# Completed

## Facility Cleaning

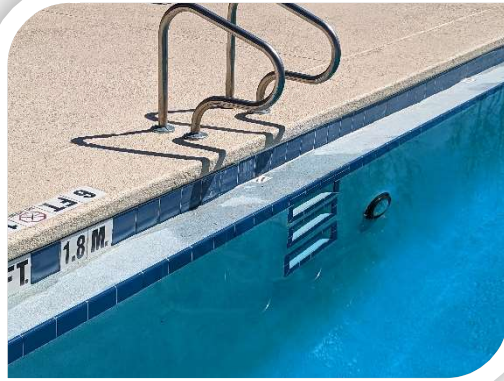
- + Pool attendant office and meeting room were scrubbed with degreaser, steam cleaned, and polished.
- + Moving forward this deep cleaning process will be conducted quarterly (or more).
- + Most of the stains cannot be removed, recommend replacing the old tile in FY2024 off-season.



# Completed

## Facility Upgrades and Repairs

- ✚ Repaired damaged tile in the pool.
- ✚ Replaced damaged swings.
- ✚ Ordered and delivered park trash can to replace the one that was damaged.
- ✚ Relocated basketball court bench to overlook the lake.





# InProgress

## Landscape Update

- + Sent multiple field reports to vendor to establish a checklist to monitor progress. Reports will be attached below for reference.
- + Roundabout improvements completed.



InProgress

## Landscape Update

Site Item	Status	Date Completed
Roundabout Improvements	Complete	2/13/2023
REW Damaged Sod Replacements	Reported / Awaiting Update	
Sod Proposal to Reduce Mulch Beds and Replace Areas With Sod	Received Proposal 3/2/2023	
Proposal to Replace Two Dead Palm Trees	Received Proposal 3/2/2023	
Contracted Palm Tree Pruning	Pending	
Crepe Myrtle Pruning	Complete	3/03/2023

## Inventory and Key Control Examples

[illegible][illegible]

# Upcoming Projects

## Fence Security – 30/60 days

- ✚ Received Proposal from ACT to install Maglocks and Card Access to sporting fence gates.



## Soffit Repairs - 60/90 days

- ✚ The tract that holds the soffit in place is damaged and needs to be replaced. Generated scope and sent out RFP's.
- ✚ Temporary fix implemented to fill in the soffit gaps.

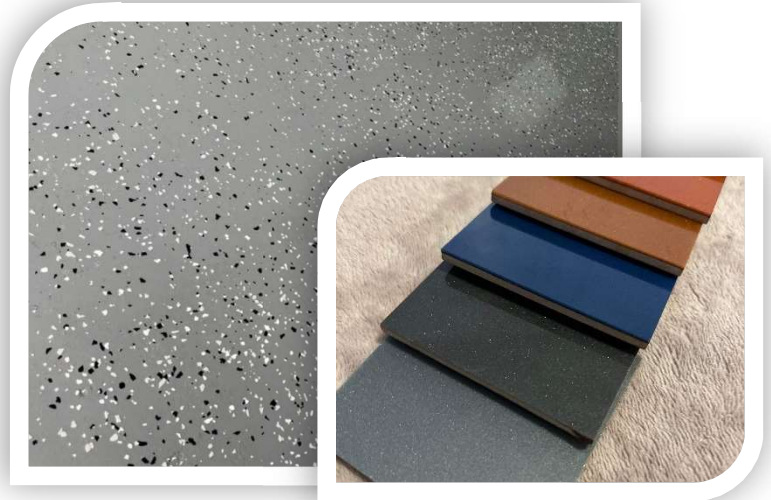




# Upcoming Projects

## Bathroom Renovations – 30/90 days

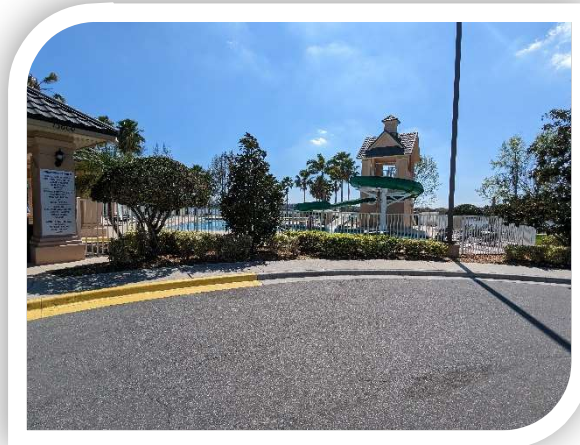
- ✚ Working with vendors and Carole to finalize design options to epoxy the floor and replace the countertops.
- ✚ Example options of floor and countertop shown.



# Upcoming Projects

## Landscape Renovations –180 Days / FY2024

- ✚ Begin mulch transition.
- ✚ Replace clubhouse plants with Podocarpus, Dwarf Ixora, and Ornamental Grasses.



# 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



## Site Report

18292816786

**Reference Number:**

20230213-18292816786

**Submitter Name:**

Jarett Wright (jwright@gmscfl.com) | jwright@gmscfl.com

**Location:**

13600 Hawk Lake Dr, Orlando, FL 32837, USA

Feb 13, 2023 11:28:53 AM EST [ [View Map](#) ]

**Form Name:**

Site Report

**Submission Date:**

Feb 13, 2023 11:28:59 AM EST

## NEW PAGE

### District Status Review

**District**

Falcon Trace CDD

**Site Inspected By**

Jarett Wright - Assistant Field Manager

### Issue Details

#### ISSUE DETAILS

1 OF 8

### Issue Details

**Date / Time**

Feb 13, 2023 10:56:00 AM EST

**Assignment**

Landscafer

**GeoLocation**

13665 Hawk Lake Dr, Orlando, FL 32837, USA  
latitude: 28.3633535 altitude: -0.39999995  
longitude: -81.3926845 [ [viewMap](#) ]



**Action Item Picture****Action Item Description**

REW is responsible to replace any sod damaged by over spray. Please review the property and address any necessary issues.

**Request Vendor Proposal**

No

## ISSUE DETAILS

2 OF 8

## Issue Details

**Date / Time**

Feb 13, 2023 10:56:00 AM EST

**Assignment**

Landscaper

**GeoLocation**

13600 Hawk Lake Dr, Orlando, FL 32837, USA  
latitude: 28.3623171 altitude: -0.39999995  
longitude: -81.3927958 [ [viewMap](#) ]

**Action Item Picture****Action Item Description**

Need proposal for a one time "Top Choice" treatment plan to address ants along the sidewalks.

**Request Vendor Proposal**

Yes

## ISSUE DETAILS

3 OF 8

## Issue Details

**Date / Time**

Feb 13, 2023 10:56:00 AM EST

**Assignment**

Landscaper

**Action Item Picture**





Action Item Description

Remove mulch in the following locations and replace with sod so that no mulch is encroaching the sidewalk or pool area.

Request Vendor Proposal

Yes

ISSUE DETAILS

4 OF 8

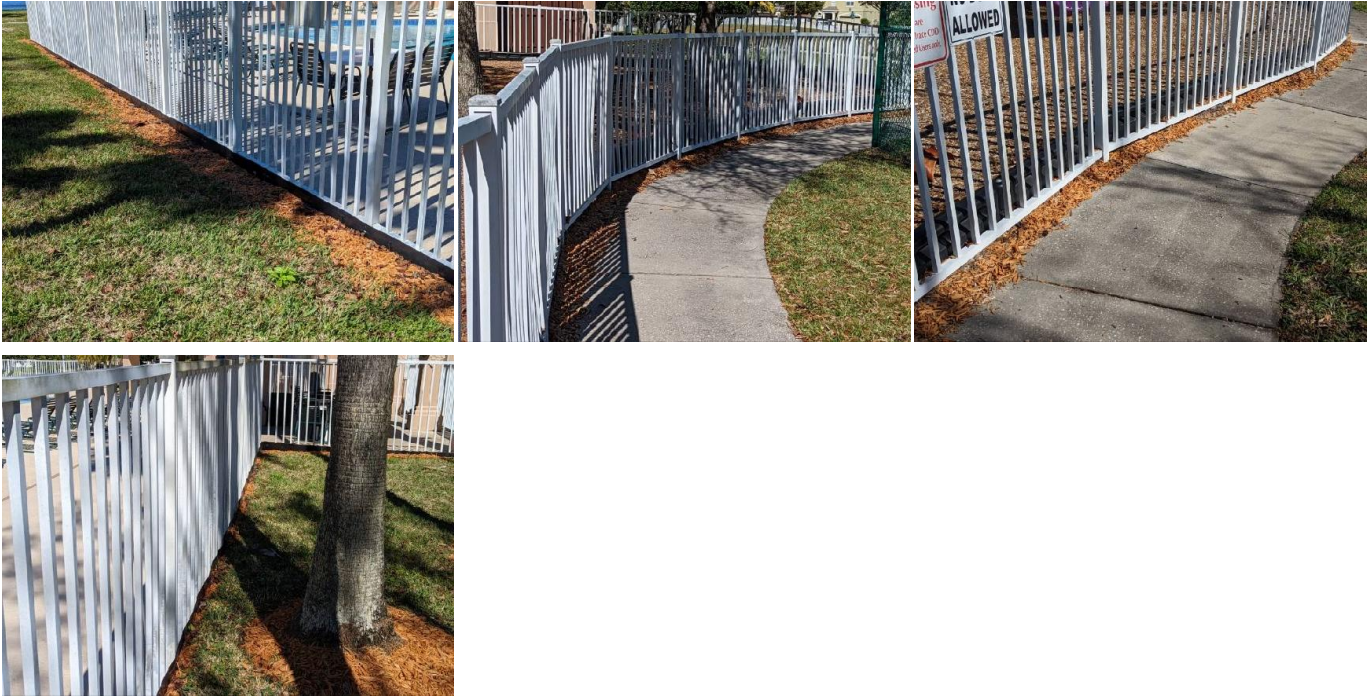
Issue Details

Date / Time  
Assignment

Feb 13, 2023 10:56:00 AM EST  
Landscaper



GeoLocation	13501 Balcombe Rd, Orlando, FL 32837, USA latitude: 28.3676394 altitude: -1.1999999 longitude: -81.3985334 [ <a href="#">viewMap</a> ]
Action Item Picture	
Action Item Description	Schedule palm pruning.
Request Vendor Proposal	No

ISSUE DETAILS		5 OF 8
Issue Details		
Date / Time	Feb 13, 2023 10:56:00 AM EST	
Assignment	Landscaper	
GeoLocation	13709 Hawk Lake Dr, Orlando, FL 32837, USA latitude: 28.3620758 altitude: 0.100000046 longitude: -81.3924681 [ <a href="#">viewMap</a> ]	
Action Item Picture		
Action Item Description	Remove mulch bordering the sidewalk at the playground area, then move the black border	

surrounding the pool to the playground area to keep dirt off the sidewalk.

**Request Vendor Proposal**

Yes

## ISSUE DETAILS

6 OF 8

### Issue Details

**Date / Time**

Feb 13, 2023 10:56:00 AM EST

**Assignment**

Landscaper

**Action Item Picture**



**Action Item Description**

Need proposal to add new sod to south side of sports court fence and new irrigation lines.

**Request Vendor Proposal**

Yes

## ISSUE DETAILS

7 OF 8

### Issue Details

**Date / Time**

Feb 13, 2023 10:56:00 AM EST

**Assignment**

Landscaper

**GeoLocation**


13600 Hawk Lake Dr, Orlando, FL 32837, USA  
latitude: 28.3621909 altitude: -0.5000001  
longitude: -81.3927412 [ [viewMap](#) ]

**Action Item Picture**



**Action Item Description**

Need proposal to add small landscape border to prevent mulch from getting on the sidewalk.

Request Vendor Proposal		Yes
ISSUE DETAILS		8 OF 8
Issue Details		
Date / Time	Feb 13, 2023 10:56:00 AM EST	
Assignment	Landscaper	
GeoLocation	13600 Hawk Lake Dr, Orlando, FL 32837, USA latitude: 28.3623238 altitude: -0.1 longitude: -81.392833 [ <a href="#">viewMap</a> ]	
Action Item Picture		
Action Item Description	Need proposal to replace dead sabal palm with a smaller size to balance the area.	
Request Vendor Proposal		Yes





## Site Report

18295551053

**Reference Number:**

20230228-18295551053

**Submitter Name:**

Jarett Wright (jwright@gmscfl.com) | jwright@gmscfl.com

**Location:**

13600 Hawk Lake Dr, Orlando, FL 32837, USA

Feb 28, 2023 10:06:01 AM EST [ [View Map](#) ]

**Form Name:**

Site Report

**Submission Date:**

Feb 28, 2023 10:06:06 AM EST

## NEW PAGE

### District Status Review

**District**

Falcon Trace CDD

**Site Inspected By**

Jarett Wright - Assistant Field Manager

### Issue Details

#### ISSUE DETAILS

1 OF 7

### Issue Details

**Date / Time**

Feb 28, 2023 9:34:00 AM EST

**Assignment**

Landscafer

**GeoLocation**


13709 Hawk Lake Dr, Orlando, FL 32837, USA  
latitude: 28.3620167 altitude: 2.4005098  
longitude: -81.3929179 [ [viewMap](#) ]

**Action Item Picture**



Action Item Description	Proposal required to replace 2 palms at the pool facility.
Request Vendor Proposal	Yes

ISSUE DETAILS		2 OF 7
Issue Details		
Date / Time	Feb 28, 2023 9:34:00 AM EST	
Assignment	Landscaper	
GeoLocation	13709 Hawk Lake Dr, Orlando, FL 32837, USA latitude: 28.3621752 altitude: -0.6999999 longitude: -81.3928838 [ <a href="#">viewMap</a> ]	

Action Item Picture	
	
Action Item Description	Redistribute mulch coverage in centerpiece.
Request Vendor Proposal	No

ISSUE DETAILS	3 OF 7
---------------	--------

Issue Details

Date / Time	Feb 28, 2023 9:34:00 AM EST		
Assignment	Landscaper		
GeoLocation	13600 Hawk Lake Dr, Orlando, FL 32837, USA latitude: 28.3622698 altitude: -0.6 longitude: -81.3928637 [ <a href="#">viewMap</a> ]		
Action Item Picture	<div></div>		





Action Item Description	Pick up trash in mulch beds and remove weeds. Detailing is starting to be overlooked on the property.
Request Vendor Proposal	No

ISSUE DETAILS

4 OF 7

Issue Details

Date / Time	Feb 28, 2023 9:34:00 AM EST
Assignment	Landscaper
GeoLocation	13709 Hawk Lake Dr, Orlando, FL 32837, USA latitude: 28.3619143 altitude: -0.6999999 longitude: -81.3923146 [ <a href="#">viewMap</a> ]

Action Item Picture







Action Item Description

Request Vendor Proposal

Proposal needed to remove mulch from pool border, move black border to around the playground, and sod in previously discussed areas.

Yes

ISSUE DETAILS		5 OF 7
Issue Details		
Date / Time	Feb 28, 2023 9:34:00 AM EST	
Assignment	Landscaper	
GeoLocation	13600 Hawk Lake Dr, Orlando, FL 32837, USA latitude: 28.3622041 altitude: -1.0000001 longitude: -81.3925349 [ <a href="#">viewMap</a> ]	

**Action Item Picture****Action Item Description**

Crepe myrtles need to be pruned.

**Request Vendor Proposal**

No

## ISSUE DETAILS

6 OF 7

## Issue Details

**Date / Time**

Feb 28, 2023 9:34:00 AM EST

**Assignment**

Landscaper

**GeoLocation**

13600 Hawk Lake Dr, Orlando, FL 32837, USA

latitude: 28.3622065 altitude: -0.9

longitude: -81.3925542 [ [viewMap](#) ]**Action Item Picture****Action Item Description**

Ant hills need to be baited along the sidewalks and in the recreation area.

**Request Vendor Proposal**

No

## ISSUE DETAILS

7 OF 7

## Issue Details

**Date / Time**

Feb 28, 2023 9:34:00 AM EST

**Assignment**

Landscaper

**GeoLocation**

13600 Hawk Lake Dr, Orlando, FL 32837, USA

latitude: 28.3622874 altitude: -0.9

longitude: -81.3925227 [ [viewMap](#) ]



Action Item Picture



Action Item Description

Weeds need to be treated. This area in particular need extra attention as weeds have been a constant issue.

Request Vendor Proposal

No

## SECTION 2

**REW Lawn and Irrigation**

921 Old Deland Rd. DeBary  
Florida 32713

**Estimate: #49365****Customer Address**

Jarett Wright  
c/o Governmental Management Services  
6200 Lee Vista Blvd Ste 300  
Orlando, Florida 32822  
jwright@gmscfl.com  
407-841-5524

**Billing Address**

GMS AP  
Governmental Management Services  
(GMS)  
6200 Lee Vista Blvd  
Suite 300  
Orlando, FL 32822

**Physical Job Address**

Falcon Trace Pool (GMS)\*  
13600 Hawk Lake Drive  
Orlando, FL 32837

**Job**

Pool area-Removal of existing  
sod/add sod

**Estimated Job Start Date**

March 16, 2023

**Proposed By**

John Cerabino

**Due Date****Estimate Details**

Description of Services & Materials	Unit	Quantity	Rate	Amount
<b>Location: Pool area-Remove existing mulch add sod &amp; Install River Rock &amp; Super Edge 6"</b>				
Super Edge 6"	Foot	15	\$6.00	\$90.00
River Rock -1"-1.5" (.25 Tons)	Each	1	\$100.00	\$100.00
Floritam "St. Augustine" Sod	Square Foot	500	\$2.00	\$1,000.00
Site Preparation/Labor	Each	1	\$250.00	\$250.00
			<b>Subtotal</b>	<b>\$1,440.00</b>
			<b>Job Total</b>	<b>\$1,440.00</b>

Proposed By:

Agreed & Accepted By:

**John Cerabino**

**03/02/2023**

Down to Earth  
Landscape & Irrigation

Date

Falcon Trace Pool (GMS)\*

Date

## SECTION 3

**REW Lawn and Irrigation**

921 Old Deland Rd. DeBary  
Florida 32713

**Estimate: #49363****Customer Address**

Jarett Wright  
c/o Governmental Management Services  
6200 Lee Vista Blvd Ste 300  
Orlando, Florida 32822  
jwright@gmscfl.com  
407-841-5524

**Billing Address**

GMS AP  
Governmental Management Services  
(GMS)  
6200 Lee Vista Blvd  
Suite 300  
Orlando, FL 32822

**Physical Job Address**

Falcon Trace Pool (GMS)\*  
13600 Hawk Lake Drive  
Orlando, FL 32837

**Job**

Washingtonian Palms-removal  
and replacements

**Estimated Job Start Date**

March 16, 2023

**Proposed By**

John Cerabino

**Due Date****Estimate Details**

Description of Services & Materials	Unit	Quantity	Rate	Amount
<b>Location: Pool Area-Remove &amp; Replace Washingtonian Palms</b>				
Washingtonian Palm	25' OA	2	\$1,750.00	\$3,500.00
Site Preparation/Labor	Each	1	\$2,500.00	\$2,500.00
Trash Disposal Fee	Each	1	\$275.00	\$275.00
			<b>Subtotal</b>	<b>\$6,275.00</b>
			<b>Job Total</b>	<b>\$6,275.00</b>

Proposed By:

Agreed & Accepted By:

**John Cerabino**

Down to Earth  
Landscape & Irrigation

03/02/2023

Date

Falcon Trace Pool (GMS)\*

Date



## SECTION 4

3/1/2023



Mr. Jarett Wright  
GMS Central Florida  
219 E. Livingston St.  
Orlando, FL 32801  
Phone: 407-841-5524 Mobile: 407-750-3599  
[jwright@gmscfl.com](mailto:jwright@gmscfl.com)

RE: Falcon Trace Access Control Upgrades (030123SG)

Dear Mr. Wright,

Thank you for giving us the opportunity to quote on your access control requirements for Falcon Trace, a residential community located in Orange County. Following is a description of the job to be performed and our cost quotation.

***The cost information given should be considered budgetary at this time. When you have made your final decision as to the configuration of the job, we will be pleased to submit a final price.***

#### **WORK EFFORT**

This effort will consist of furnishing and installing two (2) proximity card readers, two (2) maglocks, and two (2) request to exit buttons to control access through one (1) pedestrian gate at the basketball court and one (1) pedestrian gate at the tennis court. Each proximity card reader will be wirelessly connected to and controlled by the ***existing*** web-based programmable entry controller in the office. All other ***existing*** access control devices will retain their current locations and functionalities.

***NOTE: This proposal is based on design acceptance by the governing municipality.***

***NOTE: This proposal is based on all existing electrical wiring, communications wiring, conduit, access control devices, pedestrian gates, etc. being present and in proper working order for re-use. Any additional labor and materials necessary will be separate and billable.***

Quotation for  
- Falcon Trace -  
03/01/23  
Page 1 of 4

***NOTE: This proposal is based upon the existing pedestrian gates being present and in proper condition for the application of access controls. Any additional work required will be separate and billable.***

**Base System Equipment**

- 2 ea HID proximity card reader
- 2 ea ACT pedestal for card reader
- 2 ea Mag-lock
- 2 ea "Request to Exit" button
- 2 ea ACT pedestal for "Request to Exit" button
- 2 ea Wireless Weigand bridge

**Base System Price**

Total base system price including equipment, installation, and freight, as quoted: **\$13,860.00**

**Card/Fob Costs**

**HID Proximity Cards (multiples of 100 only)**

Standard proximity access cards in quantities of 1-199, each: **\$4.35**  
Standard proximity access cards in quantities of 200-599, each: **\$4.20**  
Standard proximity access cards in quantities of 600-1099, each: **\$4.10**  
Standard proximity access cards in quantities of 1100-1999, each: **\$3.90**  
Standard proximity access cards in quantities of 2000-up, each: **\$3.60**

**Proxkey III Key Fob**

Key Fob in multiples of 10, stamped each: **\$9.00**  
Key Fob in multiples of 100, engraved each: **\$8.25**  
Key Fob in multiples of 100, stamped each: **\$8.25**

***NOTE: Local sales tax, shipping and handling will be added to the above prices per order.***

## **INSTALLATION**

### **Includes:**

- Installing all equipment.
- Concrete work required for device mounting.
- Providing electrical power to system equipment.
- Providing of conduit and control wiring between equipment items.
- Making all power and electrical connections to equipment.
- Testing out system for proper operation.
- Training owner in operation of system.

### **Does Not Include:**

- Grounding of fence, if required or applicable.
- Decorative brick paver removal, if required or applicable.
- Adequate signage, if required or applicable.
- Adequate lighting, if required or applicable.
- Costs for permits, bonds, surveys, drawings (which includes electrical, mechanical, engineering, elevation, etc.) or site plan modifications.
- Concrete work required for construction of walls, islands or curb separations in or adjacent to roadways.
- Removal of trees or other landscaping that may be required in order to install equipment.
- Repair and/or replacements of grass, irrigation lines, sprinklers, control wiring or any other landscape materials that might be damaged during installation.
- Cost of repairing undetected items that may be damaged during installation.
- Cost of installing, and monthly rental on, high-speed internet service with a Static IP address required by telephone entrance device and/or programmable entry device.

## **ADDITIONAL INFORMATION**

### **Warranty**

Our warranty covers **all parts, labor & travel**, with the only exclusions being vandalism (such as being hit by a vehicle) and natural disaster (such as lightning or flooding). The warranty for the system is **one year** from date of completed installation.

### **Annual Service Agreement**

In most cases customers choose, after the one-year warranty expires, to utilize our annual service agreement for the mechanical and electronic items. Please let us know if this would be of interest and I will be glad to work up the contract cost for your final system configuration.

### **Service Support**

At ACT, we are very proud of our service department. We have provided sales and service in Central Florida since **1942** and have been installing and maintaining gated entry systems for over **25** years. ACT provides factory-trained technicians, radio dispatched service vehicles and a large inventory of spares for most products sold. Because of this attention to service, calls are responded to the same or next working day with 95% of all problems encountered being repaired on the first call. If the highest quality installation and service after the sale are of importance in your purchasing decision, ACT is the right choice.

### **Quotation Expiration**

This quotation remains valid for 15 days from the submission date. ACT reserves the right to requote after this time period elapses.

### **Terms of Sale**

Normal terms of sale require that fifty percent (50%) of the quoted system cost is due at time of order. Forty percent (40%) is due when all equipment is installed on site and must be received before the system will be made operational. The remaining ten percent (10%) Net 30 after substantial completion.

If you have any questions, please be sure and give me a call. We look forward to serving you soon.

Sincerely yours,



Steven Guettler  
Access Control Systems, LLC  
dba Access Control Technologies, Inc.  
407-422-8850  
[steve.guettler@actflorida.com](mailto:steve.guettler@actflorida.com)

# SECTION 5

# Mary And David Remodeling LLC

Document # L21000320327

**Bill To**


Jarett Wright  
Assistant Field Manager  
219 E. Livingston St  
Orlando Florida 32801  
JWright@gmscfl.com

**Estimate Date**

02/24/2023

Description	Amount
For the Royal Blue epoxy floor the measurements are:	2,300.00
Men's Bathroom - 190 sq ft Women's Bathroom - 292 sq ft	
Men's sink- 96.5" x 33" Sink 1- 12" from left wall. 20 1/4" x 16 3/4" size of sinks Sink 2- 43 1/2" from left wall	1,700.00
Women's sink- 88 1/4" x 24" Sink 1- 12" from left wall Sink 2- 56" from left wall	1,700.00
With Sinks Included	
Square or Oval	

---

**TOTAL****\$5,700.00**