

***Falcon Trace  
Community Development District***

***Agenda***

***July 19, 2023***

# AGENDA

# *Falcon Trace*

## *Community Development District*

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219 East Livingston Street, Orlando, FL 32801

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

July 12, 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, July 19, 2023, at 6:00 PM at the Big Hawk Lake Recreation Center, 13600 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 May 17, 2023 Board of Supervisors Meeting
- IV. Review of Fiscal Year 2024 Budget
- V. Consideration of Resolution 2023-07 Approving Mutual Aid Agreement
- VI. Ratification of Non- Ad Valorem Agreement with Orange County
- VII. 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. Proposal for Sidewalk Foundation Lifting from Alpha Foundations
- VIII. Supervisor's Requests
  - A. Review of CDD Related Policies and Procedures
    - i. Rules of Board Meetings
    - ii. Sunshine Law
    - iii. Appointment to Treasurer
    - iv. Dissolution
- IX. 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, **May 17, 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  
Carole Miller  
Perry Shaikh

Chairperson  
Vice Chairperson  
Assistant Secretary

Also Present were:

Jason Showe  
Kate John *by phone*  
Jarett Wright  
Marcia Calleja

District Manager  
District Counsel  
Field Operations  
CALM

*The following is a summary of the discussions and actions taken at the May 17, 2023 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Showe called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the March 15, 2023 Meeting**

Ms. Hurst stated on page 2 where Perry had some questions regarding termination information and he was instructed to send his comments so they could be put in the next agenda. I don't see them in the next agenda.

Mr. Showe stated I did not receive any comments.

Ms. Hurst stated you indicated that you were going to provide something to the board to be represented in this agenda package and I don't see it. Did you present something or did you not send anything to the office?

Mr. Shaikh stated I did not send anything,

Ms. Hurst moved to approve the March 15, 2023 minutes as presented Ms. Miller seconded the motion. The motion passed with the following roll call vote.  
Ms. Hurst yes.  
Mr. Shaikh yes.  
Ms. Miller no.

**FOURTH ORDER OF BUSINESS**

**Public Hearing**

**A. Consideration of Resolution 2023-05 Adopting Revised Suspension and Termination Rules**

Ms. Hurst moved to open the public hearing Ms. Miller seconded the motion. The motion passed on the following roll call vote.  
Ms. Hurst yes.  
Ms. Miller yes  
Mr. Shaikh yes.

Ms. John stated Resolution 2023-05 adopts the revised suspension and termination rules. This is updating your current amenity policy handbook to include fees, suspension and termination rules to replace what you currently have. The change is consistent clarifying access card policy, providing for suspension and termination of amenity access and your current rules have examples of eight violations and we have expanded to include 13 examples of violations. Unlike your current rules this provides for an administrative reimbursement of up to \$500 and this includes any legal expenses the district would incur as a result of someone violating the

amenity rules policies, it also provides for property damage reimbursement, provides authority for certain district staff to remove a person from the amenities, it provides for a hearing and appeal processes and other legal remedies. Your current rules provide that minor violations will be subject to a three offense rule and gives the prescribed duration of suspension time for each offense whereas these rules gives the board broader discretion on when to suspend and for what duration. We are asking you to approve these revised suspension and termination rules today, that will be included in an amended and restated Falcon Trace Community Development Amenities Policies Handbook.

Ms. Hurst stated there is a 21 day suspension in here. Is there a reason it is 21 days opposed to 14 days or 30 days?

Ms. John stated I will have to get back to you why it is at least 21 days. Initially what these rules allowed for is for the district to automatically suspend or terminate a resident and then we would send out a letter saying that they are immediately suspended until the date of the next regular meeting. I can email the board with that information after the meeting.

Ms. Hurst stated under general policies for pool and pool deck area where it says no aluminum cans. I understand no glass.

Ms. Miller stated I think it is just beverages.

Mr. Showe stated they are not changing the rules, just the suspension and termination policy.

The floor was opened for public comment and there were no public comments.

Ms. Miller moved to approved Resolution 2023-05 Ms. Hurst seconded the motion. The motion passed on the following roll call vote: Ms. Hurst yes Mr. Shaikh yes. Ms. Miller yes.
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Ms. Miler moved to close the public hearing Ms. Hurst seconded the motion. The motion pass on the following roll call vote. Ms. Hurst yes Mr. Shaikh yes. Ms. Miller yes.
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**FIFTH ORDER OF BUSINESS****Consideration of Resolution 2023-06  
Approving the Fiscal Year 2024 Proposed  
Budget and Setting a Public Hearing**

Mr. Showe stated next is Resolution 2023-06 that approves the proposed fiscal year 2024 budget and sets the public hearing for August 16, 2023 at 6:00 p.m. in this location, it directs staff to transmit the budget to Orange County at least 60 days prior to the public hearing and post it on the district's website. There is no increase in assessments. There are some contractual adjustments on the administrative side and the insurance went up from last year. On the maintenance side there are some adjustments in payroll, but other than that it is level. We received bids a couple months ago for grounds maintenance and we increased that line item. The contingency is \$5,000 that will give us a cushion in the event the bids have changed. We are still putting \$63,000 into the capital projects fund.

Ms. Hurst asked have we gotten a response from the roofing company?

Ms. John stated we have not.

Mr. Showe stated there are warranties provided as part of our contract and the company we contracted with seems to no longer be in business. There is another company and they have a registered agent and we are going through the process of trying to find out how to contact someone to enforce the warranty provisions of the contract.

Ms. Hurst stated I didn't know if we needed to put money aside for that.

Mr. Showe stated I still feel that to the extent that repairs need to be made we have sufficient funds.

Ms. Hurst stated I know we need to push this forward there are only three of us and that is quorum, it is not all of us. We would have to meet again in June.

Mr. Showe stated there is a requirement that you have to have the proposed budget completed by June 15<sup>th</sup>. If it is the inclination of the board to not raise assessments, you can approve this tonight because what you are doing tonight is setting the ceiling. It won't go higher than that number. We can bring this back in July for the board to make any changes and bring it back for final adoption in August.

Ms. Hurst moved to approved Resolution 2023-06 Ms. Miller seconded the motion. The motion passed on the following roll call vote:

Ms. Hurst yes

Mr. Shaikh yes.

Ms. Miller yes.

Mr. Showe stated we will circulate this proposed budget tomorrow and bring back any changes we receive to the July meeting.

## **SIXTH ORDER OF BUSINESS**

### **Discussion of Dog Park**

Ms. Miller asked does staff have any comments about the dog park?

Mr. Wright stated I think it is a nice idea, my problem is spacing and where you plan on putting it because that is a dry pond there.

Ms. Miller stated there is a congregation of homeowners and renters and they are bringing their dogs over here and they are off leash. You cannot use the path if you have a dog or if you have a child who is afraid of animals. The other day a homeowner said his dog is wonderful he listens, etc. The dog just took off. From what I understand Hunters Creek has an enclosed area and they charge the individuals who wish to participate in that space and they know exactly who is there. Before we can do anything we would have to find out about liability, have an enclosed area, which we don't currently have. There is a tremendous amount of detail we need to know but we need to address it to the homeowners why this is not appropriate at this time and list all the reasons. I would like us to address this, maybe post it on the bulletin board why we are not doing this instead of people saying all types of excuses.

Ms. Hurst stated the first thing we do is get a sign, this is not a dog park and post it. All animals must be on a leash.

Ms. Miller stated we have a sign that says based on Florida Law your dog must be on a leash. It is right in front of everybody and they do it anyway.

Mr. Wright stated if you post a lot of rules people don't look at it.

Ms. Hurst stated maybe a visual sign instead of posing all the rules.

Ms. Miller stated we will come up with verbiage that applies.

Mr. Showe stated the HOA may have some property that is a little more appropriate and if it is an HOA property you can restrict access. If it is CDD property you have to have public access.

Mr. Wright stated I will have Marshal work up a couple designs and send them to you.

Ms. Miller asked can we post this on the CDD website? This may be an area along with the HOA and the newsletter and bulletin board that will capture someone's attention.

Mr. Showe stated yes and we will get the sign posted.

## **SEVENTH ORDER OF BUSINESS**

### **Review of Fiscal Year 2022 Draft Financial Audit**

Mr. Showe stated in the letter to management, there were no prior year or current findings and it is a clean audit.

Ms. Hurst moved to accept the fiscal year 2022 audit and direct staff to provide the final document to the State of Florida. Ms. Miller seconded the motion. The motion passed on the following roll call vote:  
Ms. Hurst yes  
Mr. Shaikh yes.  
Ms. Miller yes.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Ms. John stated I am very happy to be working with Mike on this district and I will send an email to everyone so that you have my contact information.

We were watching some proposed bills this session and two in particular, one proposed to increase the waiver of sovereign immunity but that bill did not pass. The second bill that we want you to take note of is the ethics training requirement for board supervisors and that did pass and there is going to be a four-hour annual training requirement for all board supervisors. We are investigating the most efficient and effective way to get that training and once we get answers, we will get back to you.

**B. Manager**

**i. Approval of Check Register**

Ms. Hurst moved to approve the check register Mr. Shaikh seconded the motion. The motion passed on the following roll call vote:  
Ms. Hurst yes  
Mr. Shaikh yes.  
Ms. Miller yes.

**ii. Balance Sheet and Income Statement**

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

**iii. Presentation of Registered Voters – 1,930**

A letter from the supervisor of elections indicating that there are 1,930 registered voters residing within the district 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.

**D. Amenity Manager's Report**

Ms. Calleja gave an overview of the amenity manager's report, copy of which was included in the agenda package.

**NINTH ORDER OF BUSINESS**

**Supervisor's Requests**

Ms. Hurst asked didn't we buy benches?

Mr. Showe stated I think we approved them.

Ms. John asked does the supervisor want Mike to call regarding the increase in legal fees.

Mr. Shaikh stated yes and I want to speak to whoever put it in the budget from GMS.

Mr. Showe stated when Mike sent the email, I instructed our staff to put it in there. For clarification, because that fee is in there, they do not send an invoice for \$25,000 and we cut the check; they only bill for the services they provide.

**TENTH ORDER OF BUSINESS**

**Adjournment**

<p>Mr. Hurst moved to adjourn the meeting at 7:16 p.m. Ms. Miller seconded the motion. The motion passed on the following roll call vote: Ms. Hurst yes. Ms. Miller yes. Mr. Shaikh yes.</p>
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Secretary/Assistant Secretary

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Chairman/Vice Chairman



## SECTION IV

# **Falcon Trace**

## **Community Development District**

**Proposed Budget**  
**FY 2024**



# Table of Contents

1-2	<hr/> General Fund
3-6	<hr/> General Fund Narrative
7	<hr/> Capital Reserve Fund

**Falcon Trace**  
Community Development District

**Proposed Budget  
General Fund**

Description	Adopted Budget FY2023	Actuals Thru 3/31/23	Projected Next 6 Months	Projected Thru 9/30/23	Proposed Budget FY2024
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**REVENUES:**

Maintenance Assessments	\$355,855	\$329,256	\$26,599	\$355,855	\$355,855
Miscellaneous Income	\$100	\$1,250	\$413	\$1,663	\$500
Interest Income	\$100	\$4,043	\$1,334	\$5,378	\$1,500
Carry Forward Balance	\$113,879	\$ 210,427	\$0	\$210,427	\$136,577

<b>TOTAL REVENUES</b>	<b>\$ 469,934</b>	<b>\$ 544,976</b>	<b>\$ 28,346</b>	<b>\$ 573,323</b>	<b>\$ 494,432</b>
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**EXPENDITURES:**

**Administrative:**

Supervisors Fees	\$8,000	\$5,000	\$3,000	\$8,000	\$8,000
FICA Expense	\$612	\$383	\$230	\$612	\$612
Engineering Fees	\$1,000	\$0	\$500	\$500	\$1,000
Assessment Roll	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Attorney Fees	\$18,800	\$11,920	\$6,881	\$18,800	\$18,800
Annual Audit	\$3,600	\$0	\$2,850	\$2,850	\$2,950
Management Fees	\$57,496	\$28,748	\$28,748	\$57,496	\$60,946
Information Technology	\$1,375	\$687	\$688	\$1,375	\$1,458
Website Maintenance	\$750	\$375	\$375	\$750	\$795
Telephone	\$50	\$0	\$25	\$25	\$50
Postage	\$800	\$56	\$56	\$111	\$800
Printing and Binding	\$600	\$451	\$250	\$701	\$600
Insurance	\$14,242	\$12,825	\$0	\$12,825	\$14,748
Legal Advertising	\$2,500	\$1,273	\$1,227	\$2,500	\$2,500
Contingency	\$2,000	\$60	\$210	\$270	\$2,000
Property Appraiser	\$1,000	\$0	\$1,000	\$1,000	\$1,000
Office Supplies	\$350	\$76	\$175	\$251	\$350
Dues, Licenses, & Subscriptions	\$175	\$175	\$0	\$175	\$175

<b>TOTAL ADMINISTRATIVE</b>	<b>\$ 118,350</b>	<b>\$ 67,029</b>	<b>\$ 46,213</b>	<b>\$ 113,241</b>	<b>\$ 121,784</b>
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**Falcon Trace**  
Community Development District

**Proposed Budget  
General Fund**

Description	Adopted Budget FY2023	Actuals Thru 3/31/23	Projected Next 6 Months	Projected Thru 9/30/23	Proposed Budget FY2024
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**Maintenance:**

Field Management	\$21,547	\$10,773	\$10,773	\$21,547	\$22,840
Property Insurance	\$10,964	\$9,991	\$0	\$9,991	\$14,987
Pool Staff Payroll	\$83,047	\$13,364	\$69,683	\$83,047	\$88,030
Security	\$1,500	\$336	\$671	\$1,007	\$1,500
Telephone Expense	\$2,880	\$1,478	\$1,512	\$2,990	\$3,175
Electric	\$18,150	\$9,497	\$10,200	\$19,697	\$21,420
Irrigation/Water	\$14,850	\$6,823	\$7,425	\$14,248	\$15,593
Lake Maintenance	\$10,290	\$2,800	\$2,400	\$5,200	\$10,290
Pest Control	\$683	\$0	\$342	\$342	\$683
Pool Maintenance	\$33,902	\$13,856	\$16,951	\$30,807	\$33,902
Grounds Maintenance	\$36,071	\$16,498	\$14,741	\$31,239	\$39,230
General Facility Maintenance	\$35,000	\$8,083	\$10,000	\$18,083	\$35,000
Refuse Service	\$6,700	\$4,869	\$4,922	\$9,792	\$10,000
Field Contingency	\$6,000	\$3,016	\$2,500	\$5,516	\$6,000

<b>TOTAL MAINTENANCE</b>	<b>\$ 281,584</b>	<b>\$ 101,385</b>	<b>\$ 152,119</b>	<b>\$ 253,505</b>	<b>\$ 302,648</b>
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**Other Sources/(Uses)**

Transfer Out - Capital Reserve	\$70,000	\$0	\$70,000	\$70,000	\$70,000
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<b>TOTAL OTHER SOURCES/(USES)</b>	<b>\$ 70,000</b>	<b>\$ -</b>	<b>\$ 70,000</b>	<b>\$ 70,000</b>	<b>\$ 70,000</b>
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<b>TOTAL EXPENDITURES</b>	<b>\$ 469,934</b>	<b>\$ 168,414</b>	<b>\$ 268,332</b>	<b>\$ 436,746</b>	<b>\$ 494,432</b>
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<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ -</b>	<b>\$ 376,563</b>	<b>\$ (239,986)</b>	<b>\$ 136,577</b>	<b>\$ -</b>
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Net Assessments	\$355,855
Add: Discounts & Collections	\$22,714
Gross Assessments	<u>\$378,569</u>
Total Units	902
Gross Per Unit Assessment	<u><b>\$ 419.70</b></u>

**FALCON TRACE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET**

**REVENUES:**

**MAINTENANCE ASSESSMENTS**

The District will levy a Non-Ad Valorem assessment on all of the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

**MISCELLANEOUS INCOME**

The District will receive income from guest fees, including rental income and pool access cards.

**INTEREST INCOME**

The District earns interest income on their operating accounts and other investments.

**EXPENDITURES:**

**ADMINISTRATIVE:**

**SUPERVISORS FEES**

The Florida Statutes allows each supervisor to be paid per meeting, for the time devoted to District business and board meetings. The amount for the fiscal year is based upon 5 supervisors attending 8 monthly meetings.

**FICA EXPENSE**

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

**ENGINEERING FEES**

Estimated cost for providing general engineering services to the District on an as needed basis as directed by the Board of Supervisors.

**ASSESSMENT ROLL**

The District has contracted with Governmental Management Services – Central Florida, LLC. to levy and administer the collection of a Non-Ad Valorem assessment on all assessable property within the District.

**ATTORNEY FEES**

The District's attorney, Kutak Rock LLP, provides general legal services to the District, e.g., attendance and preparation for monthly meetings, reviewing contracts, agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

**ANNUAL AUDIT**

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. The District's auditing firm is Grau & Associates.

**MANAGEMENT FEES**

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reporting, annual audits, etc.

**INFORMATION TECHNOLOGY**

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services-Central Florida, LLC, provides these services.

**FALCON TRACE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET**

**WEBSITE MAINTENANCE**

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services-Central Florida, LLC, provides these services.

**TELEPHONE**

The District incurs charges for telephone and facsimile services.

**POSTAGE**

Mailing of Board meeting agenda packages, overnight deliveries, checks for vendors and any other required correspondence.

**PRINTING AND BINDING**

Printing and binding agenda packages for board meetings, printing of computerized checks, correspondence, stationary, etc.

**INSURANCE**

The District's general liability and public officials' liability insurance coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

**LEGAL ADVERTISING**

Advertising of monthly board meetings, public hearings, and any services that are required to be advertised for public bidding, i.e. audit services, engineering service, maintenance contracts and any other advertising that may be required.

**CONTINGENCY**

Represents estimated bank charges and any other miscellaneous charges that the District may incur during the fiscal year.

**PROPERTY APPRAISER**

Represents the fees to be paid to the Orange County Property Appraiser's office for assessment administration services.

**OFFICE SUPPLIES**

The District incurs charges for supplies that need to be purchased during the fiscal year, including copier and printer toner cartridges, paper, file folders, binders, pens, paper clips, and other such office supplies.

**DUES, LICENSES, & SUBSCRIPTIONS**

The District is required to pay an annual fee to the Department of Economic Opportunities for \$175. This is the only expense under this category for the District.

**MAINTENANCE:**

**FIELD MANAGEMENT**

Provide onsite field management of contracts for the District per the management consulting contract with Governmental Management Services - Central Florida, LLC. Services to include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

**PROPERTY INSURANCE**

The District's property insurance coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

**FALCON TRACE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET**

**POOL STAFF PAYROLL**

The District has contracted with Governmental Management Services - Central Florida, LLC. to hire and supervise pool attendants; coordinate all facility operations and be the contact point for answering questions and solving problems for residents. Account line includes staff hours for the fiscal year, all related benefits, and a contingency for projects and a pay increase.

**SECURITY**

This represents the cost of monthly monitoring of the security system to the recreation center.

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
SAFETOUCH	\$84	\$1,007
CONTINGENCY		\$493
		<u>\$1,500</u>

**TELEPHONE EXPENSE**

This fee represents telephone and facsimile charges for the recreational facility.

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
BRIGHTHOUSE - ACCOUNT # 0050710061-01	\$252	\$3,024
CONTINGENCY		\$151
		<u>\$3,175</u>

**ELECTRIC**

The District has electrical accounts with Duke Energy for the recreation facility and other District areas.

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
DUKE ENERGY - ACCOUNT # 63686 18371	\$1,700	\$20,400
CONTINGENCY		\$1,020
		<u>\$21,420</u>

**IRRIGATION/WATER**

This item represents utility service costs for water and wastewater

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
ORANGE COUNTY UTILITIES - ACCOUNT # 0038166200	\$894	\$10,727
CONTINGENCY		\$4,866
		<u>\$15,593</u>

**LAKE MAINTENANCE**

Maintenance consists of treatment of the lake edge on the pond area by the recreation center. Costs are based on estimated service costs.

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
AQUATIC WEED MANAGEMENT	\$420	\$5,040
ADDITIONAL TREATMENTS		\$5,250
		<u>\$10,290</u>



**FALCON TRACE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET**

**PEST CONTROL**

Scheduled maintenance consists of monthly interior and exterior service at Big Hawk Lake recreation center.

**POOL MAINTENANCE**

Scheduled maintenance consists of maintaining the pool, maintaining the chlorine balance in the pool, and monthly purchase of a CO<sub>2</sub> tank. Unscheduled maintenance consists of shocking the pool, extra chlorine treatments, or unforeseen repairs.

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
ROBERTS POOL SERVICE AND REPAIR INC	\$650	\$7,800
POOL MAINTENANCE & CHEMICALS		\$13,200
CONTINGENCY		\$12,902
		<hr/> \$33,902

**GROUNDS MAINTENANCE**

Scheduled maintenance consists of mowing turf, landscape maintenance, trash pickup on the common areas, and all regular landscaping maintenance activities. Unscheduled maintenance consists of repairs or replacement of damaged areas.

DESCRIPTION	ANNUAL AMOUNT
LANDSCAPE MAINTENANCE	\$33,000
IRRIGATION REPAIRS	\$1,500
CONTINGENCY	\$4,730
	<hr/> \$39,230

**GENERAL FACILITY MAINTENANCE**

Scheduled maintenance consists of cleaning the recreation center, replacing light bulbs for the tennis courts, performing any necessary general maintenance, painting, electrical and plumbing repairs, and repairing any other damages.

**REFUSE SERVICE**

Scheduled maintenance consists of regular trash removal.

**FIELD CONTINGENCY**

The current year contingency represents the potential excess of unscheduled maintenance expenses not included in budget categories or not anticipated in specific line items.

**OTHER SOURCES AND USES:**

**TRANSFER OUT - CAPITAL RESERVE**

Excess funds transfer out to Capital Reserve fund.

# Falcon Trace

## Community Development District

### Proposed Budget Capital Reserve

Description	Adopted Budget FY2023	Actuals Thru 3/31/23	Projected Next 6 Months	Projected Thru 9/30/23	Proposed Budget FY2024
<b>REVENUES:</b>					
Interest	\$50	\$11	\$10	\$21	\$50
Beginning Fund Balance	\$157,080	\$217,461	\$0	\$217,461	\$191,372
<b>TOTAL REVENUES</b>	<b>\$ 157,130</b>	<b>\$ 217,472</b>	<b>\$ 10</b>	<b>\$ 217,482</b>	<b>\$ 191,422</b>
<b>EXPENDITURES:</b>					
Landscape Improvements	\$15,000	\$3,650	\$11,350	\$15,000	\$15,000
Restroom Renovation	\$0	\$12,340	\$7,000	\$19,340	\$0
Parking Lot Sealing	\$0	\$0	\$0	\$0	\$6,000
Flooring	\$0	\$0	\$0	\$0	\$15,000
Fence/Security	\$0	\$26,770	\$15,000	\$41,770	\$0
Painting	\$10,000	\$0	\$10,000	\$10,000	\$10,000
Miscellaneous	\$10,000	\$228	\$9,772	\$10,000	\$10,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 35,000</b>	<b>\$ 42,988</b>	<b>\$ 53,122</b>	<b>\$ 96,110</b>	<b>\$ 56,000</b>
<b>OTHER SOURCES/(USES)</b>					
Transfer In - General Fund	\$70,000	\$0	\$70,000	\$70,000	\$70,000
<b>TOTAL OTHER SOURCES/(USES)</b>	<b>\$70,000</b>	<b>\$0</b>	<b>\$70,000</b>	<b>\$70,000</b>	<b>\$70,000</b>
<b>EXCESS REVENUES</b>	<b>\$ 192,130</b>	<b>\$ 174,484</b>	<b>\$ 16,888</b>	<b>\$ 191,372</b>	<b>\$ 205,422</b>

## SECTION V

**RESOLUTION 2023-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FALCON TRACE  
COMMUNITY DEVELOPMENT DISTRICT, ORANGE COUNTY, STATE OF FLORIDA,  
APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING  
FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, the Board of Supervisors of the Falcon Trace Community Development District desired to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

**WHEREAS**, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs.

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

**Section 1:** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

**Section 2:** That execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

**Section 3:** This Resolution shall become effective immediately upon its passage and adoption.

**APPROVED AND ADOPTED** by the Board of Supervisors of the Falcon Trace Community Development District this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**ATTEST:**

**FALCON TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:**      Statewide Mutual Aid Agreement

**Exhibit A**

Statewide Mutual Aid Agreement



STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS  
Governor

Kevin Guthrie  
Director

### **STATEWIDE MUTUAL AID AGREEMENT**

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

#### **ARTICLE I.**

**Definitions.** As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

## **ARTICLE II.**

**Applicability of the Agreement.** A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

## **ARTICLE III.**

**Invocation of the Agreement.** In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.



B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

#### **ARTICLE IV.**

**Responsibilities of Requesting Parties.** To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

#### **ARTICLE V.**

**Responsibilities of Assisting Parties.** Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

## ARTICLE VI.

**Rendition of Assistance.** After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

## **ARTICLE VII.**

**Procedures for Reimbursement.** Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

## **ARTICLE VIII.**

**Costs Eligible for Reimbursement.** The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates ( attached to Form B ) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

#### **ARTICLE IX.**

**Insurance.** Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

## **ARTICLE X.**

**General Requirements.** Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable



requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

## **ARTICLE XI.**

**Effect of Agreement.** Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

## **ARTICLE XII.**

**Interpretation and Application of Agreement.** The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.***

**IN WITNESS WHEREOF**, the Participating Parties have duly executed this Agreement on the date specified below:

**FOR ADOPTION BY A COUNTY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

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ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

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

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

Approved as to Form:

By: \_\_\_\_\_  
County Attorney

**FOR ADOPTION BY A CITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

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ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

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

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

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**FOR ADOPTION BY AN EDUCATIONAL DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
STATE OF FLORIDA

SCHOOL DISTRICT,

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

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

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

**FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERSITY, STATE OF FLORIDA

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board

**FOR ADOPTION BY A SPECIAL DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

\_\_\_\_\_

\_\_\_\_\_  
SPECIAL DISTRICT,  
STATE OF FLORIDA

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

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

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District



**FOR ADOPTION BY AN AUTHORITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

ATTEST:

BOARD OF TRUSTEES OF

\_\_\_\_\_  
AUTHORITY, STATE OF FLORIDA

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board

**FOR ADOPTION BY A NATIVE AMERICAN TRIBE**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

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ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_  
TRIBE OF FLORIDA

By: \_\_\_\_\_  
Council Clerk

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Council

**FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

\_\_\_\_\_

\_\_\_\_\_  
COMMUNITY DEVELOPMENT DISTRICT,  
STATE OF FLORIDA

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

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

## FORM C

### CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

#### **Authorized Representative Contact Information**

##### Primary Authorized Representative

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

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

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

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

##### 1<sup>st</sup> Alternate Authorized Representative

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

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

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

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

##### 2<sup>nd</sup> Alternate Authorized Representative

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

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

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

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

**\*\*\*PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR\*\*\***

**SAMPLE AUTHORIZING RESOLUTION  
FOR ADOPTION OF  
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_  
\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by  
\_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# Statewide Mutual Aid Agreement Form B



## Florida Division of Emergency Management Section I - Resource Request

This section is to be completed by the **requesting party**. The requesting Party is responsible for reimbursing the assisting party for eligible expenses detailed in Section II.

### Requestor Information

Req. Party:  Assisting Party:

Event:  New/Amended:

Mission #:  Mission Type:

Point of Contact

Name:  E-Mail Address:

Phone Number:  Other:

Deployment Dates (including travel dates)

Date Needed:  Date Released:

Deployment  Facility Name:

Location:

City:  Zip Code:

### Mission Information

Mission Description:

Resource Capabilities Requested:

### Deployment Conditions

Working Conditions:  
Comments:

Health & Safety Concerns: If **YES**, please elaborate below  
Comments:

Deployment Logistics

Is Lodging Available? If **NO**, please elaborate on lodging availability  
Comments:

Will meals be provided? If **NO**, please elaborate on meal availability  
Comments:

Will other logistics be provided? If **YES**, please elaborate  
Comments:

Other Mission Information or Comments:

Authorized Representative Approval

Name: Title:

Signature:

Date:



## Statewide Mutual Aid Agreement Form B



### Florida Division of Emergency Management Section II - Cost Estimate

This section is to be completed by the assisting party. This section includes the tabs; Personnel, Travel, Equipment, & Other. All estimated costs should be included in Section II.

#### Assisting Party Information

Assisting Party  Requesting Party:

Event:  New/Amended:

Mission #:  Mission Type:

Point of Contact  
Name:  E-Mail Address:

Phone Number:  Other:

Deployment Dates (including travel dates)  
Date available:  Return Date:

Deployment  
Location:  Facility Name:   
City:  Zip Code:

#### Mission Information

Resource capabilities available:

Is this resource self-sustained for at least 72 hours? Or will additional logistics support be needed from the requesting party? Please provide information below.

#### Deployment Cost Summary



These costs are **estimated** to provide the requesting state an estimate of the expenses they are required to reimburse. Reimbursement will be based upon actual expenses with verifiable documentation provided by the assisting party at the end of the deployment.

Personnel Costs:

\$	-
----	---

Note: FDEM only reimburses for actual hours worked. "Portal-to-Portal," or standby time is not eligible for reimbursement. ICS 214 Forms are required for reimbursement.

Travel Costs:

Meals	\$	-
Lodging	\$	-
Vehicle	\$	-
Total Travel	\$	-

Equipment:

\$	-
----	---

Commodities:

\$	-
----	---

Other (Explain in comments):

\$	-
----	---

**Total estimated cost for mission:**

\$	-
----	---

Other Comments:

--

### Authorized Representative Approval

Name: 

--

Title: 

--

Signature: 

--

Date: 

--



# Statewide Mutual Aid Agreement Form B



## Florida Division of Emergency Management Section II - Travel Cost Estimate

## Meals & Per Diem Estimate

Personnel may claim Daily Rate OR Breakfast, Lunch & Dinner. Both cannot be claimed. If requesting party provides meals they are not eligible for reimbursement

[illegible]**Total Meals & Per Diem Estimate:**

\$	-
----	---

## Lodging Estimate

If requesting party provides lodging it is not eligible for reimbursement.

Accommodations	Nightly Rate	Number of Rooms	Number of Nights	Total
EXAMPLE: Hotel	\$ 150.00	1	14	\$ 2,100.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Total Estimated Lodging:

\$ -

### Vehicle Estimate

Either mileage **OR** receipts can be claimed; both are not eligible for reimbursement

Vehicle Type	Vehicle Mileage Rate	Estimated Mileage	Daily Rental Rate	Number of Mission Dates	Estimated Fuel	Total
EXAMPLE: Economy Rental			\$ 35.00	16	\$ 200.00	\$ 760.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Total Vehicle Estimate:

\$ -

Total Estimated Travel:

\$ -





# Statewide Mutual Aid Agreement Form B



## Florida Division of Emergency Management Section II - Commodities & Other

Commodities Estimate				
Item	Unit Price	Amount	Reason for Purchase	Total
<i>EXAMPLE: Sleeping Bag</i>	\$ 35.00	1	<i>bedding at base camp</i>	\$ 35.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Total Commodities Estimate:

\$ -

Other Estimated Costs		
Expense	Reason for Purchase	Total
<i>EXAMPLE: Laundry Services</i>	<i>Service not provided at base camp</i>	\$ 25.00

Total Other Costs Estimate:

\$ -

FEMA’s SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
RECOVERY DIRECTORATE  
PUBLIC ASSISTANCE DIVISION  
WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES  
DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.

FEMA Code ID		Equipment Description					
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2019 Updated Rate
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$ 1.62
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$ 9.86
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$ 12.49
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$ 20.98
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$ 32.13
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$ 57.05
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$ 95.60
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$ 98.55
8040	Ambulance			to 150		hour	\$ 28.09
8041	Ambulance			to 210		hour	\$ 41.18
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$ 4.53
8051	Board, Message			to 5	Trailer Mounted.	hour	\$ 11.60
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$ 2.34
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$ 4.65
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$ 3.25
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	\$ 34.93
8064	Hydraulic Post Driver					hour	\$ 35.27
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$ 172.29
8066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs	hour	\$ 33.83
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000 - 10,000 lbs	45	JT920L (2013)	hour	\$ 41.04
8068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	\$ 20.61
8068-1	Bush Hog	Bush Hog - Model 3210	Lift, Pull, Semi-Mount & Offset Model			hour	\$ 28.74
8068-2	Bush Hog	Bush Hog - Model 2815	Flex Wing Rotary Cutters			hour	\$ 43.17
8070	Automobile			to 130	Transporting people.	mile	\$ 0.545
8071	Automobile			to 130	Transporting cargo.	hour	\$ 12.43
8072	Automobile, Police			to 250	Patrolling.	mile	\$ 0.545
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$ 16.05
8075	Motorcycle, Police					mile	\$ 0.505
8076	Automobile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	\$ 23.99
8077	Automobile - Ford Expedition	Fire Command Center	EcoBoost V-6	360	2015 Model	hour	\$ 19.62
8078	MRAP Armored Rescue Vehicle	Search and Rescue	Military Suplus Vehicle	375-450	Qualified foe operational rate on	Hr.	\$ 51.80
8079	MRAP C-MTV	Multi-Theater (Military Surplus)Vehicle	gvwr 55000 Lbs	to 350	Qualified foe operational rate on	Hr.	\$ 48.35

8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	\$ 8.23
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$ 8.67
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$ 8.68
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$ 9.23
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$ 9.81
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$ 10.66
8086	All Terrain Vehicle (ATV)	Engine 400cc. 4-Wheel; 25" tyre		26-28		hour	\$ 12.20
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$ 13.07
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	\$ 13.86
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	\$ 14.79
8110	Barge, Deck	Size	50'x35'x7.25'	0	Push by Tug-Boat	hour	\$ 52.00
8111	Barge, Deck	Size	50'x35'x9'	0	Push by Tug-Boat	hour	\$ 61.96
8112	Barge, Deck	Size	120'x45'x10'	0	Push by Tug-Boat	hour	\$ 109.97
8113	Barge, Deck	Size	160'x45'x11"	0	Push by Tug-Boat	hour	\$ 136.90
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$ 352.71
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$ 400.32
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$ 624.56
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$ 1,181.86
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$ 32.70
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$ 33.06
8126	Swamp Buggy	Conquest		360		hour	\$ 41.35
8130	Boat, Row			0	Heavy duty.	hour	\$ 1.46
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$ 12.55
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$ 16.58
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$ 235.03
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$ 290.74
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$ 355.70
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$ 359.36
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$ 47.35
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$ 70.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$ 90.10
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$ 215.09
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$ 302.01
8145	Jet Ski	3-seater				hour	\$ 27.70
8146	Jet Ski					hour	\$ 8.60
8147	Boat, Inflatable Rescue Raft	Zodiac		0		hour	\$ 1.13
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	\$ 65.51
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$ 1.58
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	\$ 30.41
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	\$ 6.24
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	\$ 23.75
8155	Broom, Pavement	Broom Length	72 In	to 35		hour	\$ 25.28
8157	Sweeper, Pavement			to 110		hour	\$ 78.79
8158	Sweeper, Pavement			to 230		hour	\$ 102.03
8180	Bus			to 150		hour	\$ 21.60
8181	Bus			to 210		hour	\$ 25.82
8182	Bus			to 300		hour	\$ 39.65
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$ 15.40
8183x	Mosquito Sprayer	2015 Adapco Guardian 95 ES	15-gal; 350 lbs			hour	\$ 18.83
8184	Back-Pack Blower			to 4.4		hour	\$ 1.53
8185	Walk-Behind Blower			13		hour	\$ 6.83
8187	Chainsaw	Bar Length = 20 in	3.0 cu in	2.7		hour	\$ 1.91
8188	Chainsaw	Bar Length = 20 in	5.0 cu in			hour	\$ 2.59
8189	Chainsaw	Bar Length = 20 in	6.0 cu in	3.4		hour	\$ 2.77



8190	Chain Saw	Bar Length = 16 in	2.5 cu in	2.4		hour	\$ 1.80
8191	Chain Saw (STIHL)	Bar Length = 25 in	7.5 cu in	3.62		hour	\$ 3.73
8192	Chain Saw, Pole	Bar Length = 18 in	4.0 cu in	3.2		hour	\$ 2.10
8193	Skidder	model 748 E		to 173		hour	\$ 56.25
8194	Skidder	model 648 G11		to 177		hour	\$ 105.44
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$ 119.52
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$ 134.74
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$ 142.31
8198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$ 193.95
8199	Log Trailer	40 ft		0		hour	\$ 10.15
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	\$ 8.97
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	\$ 17.06
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	\$ 24.89
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	\$ 35.75
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	\$ 50.41
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$ 169.74
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$ 98.48
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	\$ 134.68
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$ 178.82
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$ 147.05
8218	BOMAG Compactor	BW100AD-3		33		Hour	\$ 24.80
8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratoty Compactor	to 2.9 Ton	28		hour	\$ 28.72
8220	Compactor			to 10		hour	\$ 15.92
8221	Compactor, towed, Vibratory Drum			to 45	Plus tow Truck	hour	\$ 33.56
8222	Compactor, Vibratory, Drum			to 75		hour	\$ 24.09
8223	Compactor, pneumatic, wheel			to 100		hour	\$ 26.90
8225	Compactor, Sanitation			to 300		hour	\$ 96.11
8226	Compactor, Sanitation			to 400		hour	\$ 154.63
8227	Compactor, Sanitation			535		hour	\$ 264.25
8228	Compactor, towed, Pneumatic, Wheel	Hercules PT-11,	10,000 lbs		11-Wheels (Towed)	hour	\$ 18.48
8229	Compactor,Towed Steel Drum Static Compactor	GTD-54120	20,000 lbs		Grid Drum (Towed)	hour	\$ 16.22
8240	Feeder, Grizzly			to 35		hour	\$ 25.47
8241	Feeder, Grizzly			to 55		hour	\$ 33.55
8242	Feeder, Grizzly			to 75		hour	\$ 65.18
8250	Dozer, Crawler	Deere 450J LT		to 75		hour	\$ 54.20
8251	Dozer, Crawler	Deere 650K LGP; ROPS/FOPS		to 105		hour	\$ 65.14
8252	Dozer, Crawler			to 160		hour	\$ 98.77
8253	Dozer, Crawler			to 250		hour	\$ 153.35
8254	Dozer, Crawler			to 360		hour	\$ 218.47
8255	Dozer, Crawler	Make/Model: CAT D10T (disc. 2014); Protection: EROPS; Type Semi-U		to 574		hour	\$ 317.49
8256	Dozer, Crawler			to 850		hour	\$ 358.48
8260	Dozer, Wheel			to 300		hour	\$ 66.26
8261	Dozer, Wheel			to 400		hour	\$ 101.22
8262	Dozer, Wheel			to 500		hour	\$ 184.08
8263	Dozer, Wheel			to 625		hour	\$ 239.31
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco		0		hour	\$ 3.65
8270	Bucket, Clamshell	Capacity	1.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 4.64
8271	Bucket, Clamshell	Capacity	2.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 8.81
8272	Bucket, Clamshell	Capacity	5.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 13.19
8273	Bucket, Clamshell	Capacity	7.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 23.31
8275	Bucket, Dragline	Capacity	2.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 3.98
8276	Bucket, Dragline	Capacity	5.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 9.93

8277	Bucket, Dragline	Capacity	10 CY	0	Does not include Clamshell & Dragline	hour	\$ 14.19
8278	Bucket, Dragline	Capacity	14 CY	0	Does not include Clamshell & Dragline	hour	\$ 18.72
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 18.97
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 36.06
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 55.30
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 158.86
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 264.64
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 304.91
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 466.41
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$ 102.62
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$ 117.66
8289	Excavator	2006 model Gradall XL5100		230		hour	\$ 109.03
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$ 4.94
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$ 14.73
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$ 21.12
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$ 28.79
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$ 63.25
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvr lbs	94.9	3.1- 3.5 Mton	hour	\$ 44.62
8307	Fork Lift Material handler	Diesel, CAT TH460B	9000 Lbs	94.9	4.5 - 4.9 Mton	hour	\$ 51.93
8308	Fork Lift Material handler	Diesel, CAT TH560B	10000 Lbs	117.5	4.5 - 4.9 Mton	hour	\$ 56.14
8309	Fork Lift Accessory	2003 ACS Paddle Fork		0		hour	\$ 3.53
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$ 5.36
8311	Generator	Prime Output	16 KW	to 25		hour	\$ 7.81
8312	Generator	Prime Output	60KW	to 88		hour	\$ 25.56
8313	Generator	Prime Output	100 KW	to 125		hour	\$ 43.60
8314	Generator	Prime Output	150 KW	to 240		hour	\$ 62.83
8315	Generator	Prime Output	210 KW	to 300		hour	\$ 85.70
8316	Generator	Prime Output	280 KW	to 400		hour	\$ 103.34
8317	Generator	Prime Output	350 KW	to 500		hour	\$ 114.23
8318	Generator	Prime Output	530 KW	to 750		hour	\$ 202.00
8319	Generator	Prime Output	710 KW	to 1000		hour	\$ 225.34
8327	Generator	Prime Output	800 KW	1065		hour	\$ 232.46
8328	Generator	Prime Output	900 KW	1355		hour	\$ 295.15
8329	Generator	Prime Output	1000 KW	1000	Open	hour	\$ 356.94
8320	Generator	Prime Output	1100 KW	1645	Open	hour	\$ 393.43
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$ 553.78
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$ 450.78
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$ 583.01
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$ 567.48
8325	Generator	Prime Output	40KW	63	Open	hour	\$ 23.16
8326	Generator	Prime Output	20KW	35	Open/Closeed	hour	\$ 18.05
8327	Generator Large	Prime Output	80 KW	120		Hr.	\$ 31.65
8328	Generator Heavy Duty	Prime Output	2000KW		Open	Hr.	\$ 490.00
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$ 43.98
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$ 63.63
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$ 80.43
8350	Hose, Discharge	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.16
8351	Hose, Discharge	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.24
8352	Hose, Discharge	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62
8353	Hose, Discharge	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62

8354	Hose, Discharge	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.92
8355	Hose, Discharge	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.71
8356	Hose, Suction	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.31
8357	Hose, Suction	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.37
8358	Hose, Suction	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.17
8359	Hose, Suction	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.11
8360	Hose, Suction	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.73
8361	Hose, Suction	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	\$ 3.29
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$ 19.59
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$ 36.87
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$ 69.24
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$ 103.22
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$ 123.73
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$ 20.80
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$ 41.33
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$ 38.10
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$ 46.17
8394	Loader, Wheel	Bucket Capacity	4 CY	232		hour	\$ 76.27
8395	Loader, Wheel	Bucket Capacity	5 CY	255		hour	\$ 79.50
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$ 116.12
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$ 129.40
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$ 188.87
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$ 37.13
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft	8	Diesel Powered	hour	\$ 3.13
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11	Gasoline Powered	hour	\$ 4.31
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$ 15.32
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$ 20.47
8414	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$ 84.71
8419	Hand-Held, Pavement Breakers	Weight	25~90 Lbs	0	Air Tool/Electric Power	hour	\$ 1.12
8420	Self-Propelled Pavement Breaker,			to 70-80	Self-Propelled (Diesel)	hour	\$ 59.54
8421	Vibrator, Concrete	Hand Held		to 4		hour	\$ 1.63
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$ 90.67
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$ 125.19
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$ 4.77
8430	Paver, Asphalt, Towed			0	Does not include Prime Mover.	hour	\$ 12.67
8431	Paver, Asphalt	Crawler		to 50	Includes wheel and crawler equipment.	hour	\$ 76.41
8432	Paver, Asphalt	Crawler		to 125	Includes wheel and crawler equipment.	hour	\$ 96.52
8433	Paver, Asphalt	Crawler		to 175	Includes wheel and crawler equipment.	hour	\$ 144.69
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	\$ 224.01
8436	Pick-up, Asphalt			to 110		hour	\$ 98.06
8437	Pick-up, Asphalt	Cederapids	CR MS-2	113 to 140	Asphalt-Pick-up Machine	hour	\$ 140.59
8438	Pick-up, Asphalt	Blaw-Knox	MC-330	184 to 200	Asphalt-Pick-up Machine	hour	\$ 189.75
8439	Pick-up, Asphalt		MTV 1000C	to 275	Asphalt-Pick-up Machine	hour	\$ 214.03
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$ 16.92
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$ 24.24
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$ 45.28
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$ 83.35
8446	Striper, Walk-behind	Paint Capacity	12 Gal	5		hour	\$ 4.23
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension	24' X 50'	0	crawler	hour	\$ 33.48
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft	0	Include Grader for total cost	hour	\$ 28.28
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft	0	Include Grader for total cost	hour	\$ 33.21

8452	Plow, Truck Mntd	Width	to 15 Ft	0	Include truck for total cost	hour	\$ 25.23
8453	Plow, Truck Mntd	Width	to 15 Ft	0	With leveling wing. Include truck for total cost	hour	\$ 41.04
8455	Spreader, Sand	Mounting	Tailgate, Chassis	0	Truck not included	hour	\$ 8.24
8456	Spreader, Sand	Mounting	Dump Body	0	Truck not included	hour	\$ 10.55
8457	Spreader, Sand	Mounting	Truck (10yd)	0	Truck not included	hour	\$ 13.41
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$ 6.30
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$ 7.87
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	\$ 6.31
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	\$ 6.98
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$ 8.05
8473	Pump			to 15	Hoses not included.	hour	\$ 12.08
8474	Pump			to 25	Hoses not included.	hour	\$ 13.77
8475	Pump			to 40	Hoses not included.	hour	\$ 16.98
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	\$ 27.45
8477	Pump			to 95	Hoses not included.	hour	\$ 32.77
8478	Pump			to 140	Hoses not included.	hour	\$ 41.84
8479	Pump			to 200	Hoses not included.	hour	\$ 50.79
8480	Pump			to 275	Does not include Hoses.	hour	\$ 68.33
8481	Pump			to 350	Does not include Hoses.	hour	\$ 81.66
8482	Pump			to 425	Does not include Hoses.	hour	\$ 99.01
8483	Pump			to 500	Does not include Hoses.	hour	\$ 117.21
8484	Pump			to 575	Does not include Hoses.	hour	\$ 136.53
8485	Pump			to 650	Does not include Hoses.	hour	\$ 154.88
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 11.63
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 21.99
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 39.80
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	\$ 42.16
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	\$ 9.02
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	\$ 17.39
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	\$ 31.57
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	\$ 56.70
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	\$ 73.90
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	\$ 29.71
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs	0	Include truck rate for total cost	hour	\$ 16.54
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs	0	Include truck rate for total cost	hour	\$ 23.17
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs	0	Include truck rate for total cost	hour	\$ 37.46
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$ 7.76
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$ 40.75
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$ 67.83
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$ 93.95
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$ 180.23
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$ 258.23
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$ 7.62
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$ 12.47
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$ 26.81
8513	Saw, Rock	Blade Diameter		to 100		hour	\$ 35.13
8514	Saw, Rock	Blade Diameter		to 200		hour	\$ 68.85
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs	0	Pneumatic Powered	hour	\$ 1.77
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs	0	Pneumatic Powered	hour	\$ 2.02
8521	Scraper	Scraper Capacity	15 CY	to 262		hour	\$ 133.80
8522	Scraper	Scraper Capacity	22 CY	to 365		hour	\$ 174.30
8523	Scraper	Scraper Capacity	34 CY	to 500		hour	\$ 322.77

8524	Scraper	Scraper Capacity	44 CY	to 604		hour	\$ 354.84
8540	Loader, Skid-Steer	Operating Capacity	976 - 1250 Lbs	to 36		hour	\$ 26.83
8541	Loader, Skid-Steer	Operating Capacity	1751 - 2200 Lbs	to 66		hour	\$ 35.47
8542	Loader, Skid-Steer	Operating Capacity	2901 to 3300 Lbs	to 81		hour	\$ 38.72
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$ 35.39
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$ 94.72
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$ 143.88
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$ 156.93
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$ 2.97
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$ 14.47
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$ 234.49
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$ 256.20
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$ 285.56
8563	The Vammas 4500	Snow Remover	26ft Plow, 20ft Broom + Airblast	428	Equip with Plow & Broom	hour	\$ 260.00
8564	The Vammas 5500	RM300	96"W x 20"D	350	Soil Stabilization, Reclaimer	hour	\$ 212.00
8565	Oshkosh Pavement Sweeper	H-Series		420	Equip with Broom	hour	\$ 229.00
8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$ 3.54
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$ 23.95
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$ 33.36
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$ 43.46
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$ 49.55
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar.	hour	\$ 14.97
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$ 22.45
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$ 32.52
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$ 43.57
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$ 90.67
8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover.	hour	\$ 13.13
8591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover.	hour	\$ 13.37
8600	Trailer, Equipment	Capacity	30 Tons	0		hour	\$ 16.71
8601	Trailer, Equipment	Capacity	40 Tons	0		hour	\$ 18.49
8602	Trailer, Equipment	Capacity	60 Tons	0		hour	\$ 19.30
8603	Trailer, Equipment	Capacity	120 Tons	0		hour	\$ 30.52
8610	Trailer, Water	Tank Capacity	4000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 15.85
8611	Trailer, Water	Tank Capacity	6000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 19.49
8612	Trailer, Water	Tank Capacity	10000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 22.76
8613	Trailer, Water	Tank Capacity	14000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 28.39
8614	Truck- Water Tanker	1000 gal. tank		175		hour	\$ 35.84
8620	Tub Grinder			to 440		hour	\$ 98.30
8621	Tub Grinder			to 630		hour	\$ 148.62
8622	Tub Grinder			to 760		hour	\$ 189.56
8623	Tub Grinder			to 1000		hour	\$ 332.79
8627	Horizontal Grinder	Model HG6000		630		hour	\$ 59.12
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$ 48.59
8629	Stump Grinder	24" grinding wheel		110		hour	\$ 46.31
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 14.78
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 19.74
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 32.52
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$ 15.59

8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$ 23.12
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$ 33.58
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$ 265.76
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	\$ 95.10
8638	Rake	Barber Beach Sand Rake 600HDr, towed		0	Towed by Beach vehicle	hour	\$ 15.78
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	\$ 35.38
8640	Trailer, Office	Trailer Size	8' x 24'	0	Cargo Size 16ft	hour	\$ 2.31
8641	Trailer, Office	Trailer Size	8' x 32'	0	Cargo Size 24ft	hour	\$ 2.76
8642	Trailer, Office	Trailer Size	10' x 32'	0	Cargo Size 20ft	hour	\$ 3.69
8643	Trailer	Haz-Mat Equipment trailer	8'x18'	0	Move by Tractor to Location	hour	\$ 38.88
8644	Trailer, Covered Utility Trailer	(7' X 16')		0	Move by Tractor to Location	hour	\$ 5.88
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$ 30.33
8646	Trailer, Dodge	8' x 32' flatbed water	25,000 MGWV	200	4x2-Axle	hour	\$ 28.60
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$ 16.91
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$ 29.53
8654	Trencher accessories	2008 Griswold Trenchbox		0		hour	\$ 1.96
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$ 13.77
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$ 40.07
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$ 44.60
8670	Derrick, Hydraulic Digger	Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic	Lift Capacity 15,500 Lbs	275	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$ 35.07
8671	Derrick, Hydraulic Digger	Max. Boom = 90 Ft, 14000 Ft-Lb Hydraulic	Lift Capacity 26,700 Lbs	310	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$ 56.12
8672	Movax SP-60	28-32 ton Head	134KW	178	Sonic Sidegrip Vibratory Pile Driver	Hour	\$ 109.20
8680	Truck, Fire -Industrial -112Ft Ladder Aerial Platform	Pump/Tank Capacity	3000gpm/1000 gal Water or Foam	600	2-1000gpm Nozzles 1-Each side of Platform	Hour	\$ 198.30
8681	Truck, Fire, Engine Type-1	Pump/Tank Capacity	1000GPM/300gal		Engine, with Pump & Roll	hour	\$ 140.00
8682	Truck, Fire, Engine Type-2	Pump/Tank Capacity	500GPM/300gal		Engine, with Pump & Roll	hour	\$ 132.00
8683	Truck, Fire, Ladder(48ft)(Type-III)	Pump/Tank Capacity	150gpm/500gal,	115-149	Hose 1-1/2"D 500' Long	hour	\$ 119.30
8684	Truck, Fire, Aerial (Cummins IXL9)100Ft Ladder	Pump/Tank Capacity	2000gpm/500gal	450	1500gpm Monitor/nozzle	hour	\$ 178.00
8685	Truck, Fire, Ladder(48ft)(Type-I)	Pump/Tank Capacity	1000gpm/400gal, 500gpm Master Stream	200-250	Hose 2-1/2"D 1200' Long	hour	\$ 154.00
8686	Truck, Fire, Ladder(48ft)(Type-II)	Pump/Tank Capacity	500gpm/300gal,	100-199	Hose 2-1/2"D 1000' Long	hour	\$ 131.50
8687	Truck, Fire, Support Water Tender S1	Pump/Tank Capacity	300GPM/4000+gal	115-149	S1 Water Tender	hour	\$ 114.50
8688	Truck, Fire, Support Water Tender S2	Pump/Tank Capacity	200GPM/2500+gal		S2 Water Tender	hour	\$ 103.50
8689	Truck, Fire, Support Water Tender S3	Pump/Tank Capacity	200GPM/1000+gal		S3 Water Tender	hour	\$ 79.00
8690	Truck, Fire - Water Tender	Pump Capacity	1000 GPM @150 psi			hour	\$ 70.33
8691	Truck, Fire, Tanker	Pump/Tank Capacity	1250 GPM/2500 gal	500		hour	\$ 74.57
8692	Truck, Fire, Pumper	Pump/Tank Capacity	1500 GPM/1000 gal	500		hour	\$ 81.10
8693	Truck, Fire, Pumper	Pump Capacity	2000 GPM			hour	\$ 84.04
8694	Truck, Fire Aerial Ladder (75Ft)	Pump/Tank Capacity	1500GPM/600 gal	475		hour	\$ 121.00
8695	Truck, Fire Aerial Ladder (150Ft)	Ladder length	150 FT		No Platform,	hour	\$ 146.43
8696	Truck, Fire (Rescure)	No Ladder		330	Rescure Equipment	hour	\$ 96.36
8697	Truck, Fire, Tactical Water Tender T1	Pump/Tank Capacity	250GPM/2000+gal	175		hour	\$ 119.50
8698	Truck, Fire, Tactical Water Tender T2	Pump/Tank Capacity	250GPM/1000+gal			hour	\$ 102.67
8699	Truck, Fire, Engine Type-3	Pump/Tank Capacity	150GPM/500gal		Engine, with Pump & Roll	hour	\$ 126.50
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200	Diesel Engine	hour	\$ 25.46
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275	Gasoline Engine	hour	\$ 40.36
8701-1	Truck, Flatbed	Maximum Gvw	25000 Lbs	200	Diesel Engine	hour	\$ 28.55
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	217	Diesel Engine	hour	\$ 32.90
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380	Diesel Engine	hour	\$ 52.73
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvw	0		hour	\$ 8.67
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvw	0	Enclosed	hour	\$ 9.82
8710	Trailer, semi	28ft, single axle, freight	25,000 gvw	0		hour	\$ 10.01



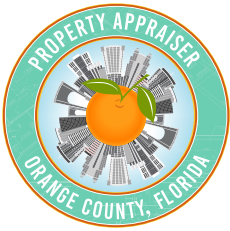
8711	Flat bed utility trailer	6 ton		0		hour	\$ 3.21
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY	50	Truck Mounted. (350 gal)	hour	\$ 25.51
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY	60	Truck Mounted. (1500 Gal)	hour	\$ 32.02
8714	Vactor-Combined Sewer Cleaning	800 Gal Spoils/400 Gal Water	500/800 gal	190	with water & waste Tanks	hour	\$ 85.10
8714-1	Vector Combine Vaccum Truck	1500 gal Water	15 Cu Yd	330	with water & waste Tanks	hour	\$ 86.94
8715	Truck, Hydro Vac	model LP555DT	36 - Hp pump	36	Towed by tractor	hour	\$ 18.50
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	\$ 52.93
8717	Truck, Vacuum	60,000 GVW		400		hour	\$ 76.72
8719	Litter Picker	model 2007 Barber		0	Towed by tractor	hour	\$ 9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	\$ 57.70
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	\$ 72.05
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	\$ 79.62
8723	Truck, Dump	Struck Capacity	14 CY	to 400		hour	\$ 77.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	\$ 136.57
8725	Truck, Dump	Struck Capacity	18 CY	to 400		hour	\$ 91.65
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$ 49.79
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$ 57.06
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor		0	Powered by Solar System	hour	\$ 3.07
8734	Attenuator, safety	that can stop a vehicle at 60 mph		0		hour	\$ 5.64
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph		0		hour	\$ 3.89
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$ 28.73
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$ 18.35
8745	Van, step	model MT10FD		300		hour	\$ 22.05
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	\$ 20.48
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	\$ 20.77
8748	Van-cargo	light duty, class 1		225 - 300		hour	\$ 22.44
8749	Van-cargo	light duty, class 2		225-300		hour	\$ 22.68
8750	Vehicle, Small			to 30		hour	\$ 6.41
8753	Vehicle, Recreational			to 10		hour	\$ 2.87
8754	<a href="#">Motor Coach</a>	GVW=50534	56 Passenger + 1-Driver	430	Passenger Transportation	Hour	\$ 63.94
8755	Golf Cart	Capacity	2 person	0	Battery operated	hour	\$ 3.80
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$ 4.11
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$ 7.21
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$ 13.66
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$ 13.75
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$ 31.05
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$ 56.57
8788	Container & roll off truck	Roll off Truck	30 yds,	200	Roll-off-Truck only	hour	\$ 23.73
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$ 56.81
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$ 43.43
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$ 47.57
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$ 52.98
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs	200	4 X 2 Axle (D)	hour	\$ 27.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs	280		hour	\$ 34.56
8796	Truck, freight	Eenclosed w/lift gate. Heavy duty, class 7	26,001 to 33,000 lbs gvwr	217	4 X 2 Axle (D)	hour	\$ 31.43
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr	217	4 X 2 Axle (D)	hour	\$ 32.13
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr	280	6 X 4 Axle (D)	hour	\$ 42.33
8800	Truck, Pickup				When transporting people.	mile	\$ 0.545
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	\$ 12.78
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$ 17.91
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$ 21.10
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$ 23.22

8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$ 24.85
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$ 14.32
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$ 22.64
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$ 22.99
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$ 26.55
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 26.82
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 27.55
8820	Skidder accessory	2005 JCB Grapple Claw		0		hour	\$ 1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket		0		hour	\$ 1.56
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$ 53.22
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$ 118.50
8824	Skidder	model Cat 525B		up to 160		hour	\$ 64.79
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$ 128.67
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	\$ 40.19
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	\$ 32.01
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator		0	Move to Location by Tractor	hour	\$ 14.73
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?		0	Move to Location by Tractor	hour	\$ 13.87
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	\$ 86.10
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	\$ 31.55
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	\$ 20.33
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equipied Mobile Command Center	48-Ft Long	0	Move to Location by Tractor	hour	\$ 31.69
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$ 50.69
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator		280	Generator Rate not included	hour	\$ 55.37
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	\$ 47.12
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230	Communication Equipment	hour	\$ 42.78
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$ 68.04
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$ 45.89
8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$ 98.84
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	\$ 11.11
8871	Light Tower	2004 Allmand				hour	\$ 6.93
8872	SandBagger Machine	(Spider) automatic	w/Vibration & Conveyor Motors	2-4.5		hour	\$ 49.42
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	\$ 467.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	\$ 489.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$ 575.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$ 585.47
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$ 763.30
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$ 625.35
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$ 476.60
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	\$ 507.20
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$ 2,974.45
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$ 5,559.04
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$ 10,857.50
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$ 620.38
8912	Helicopter- light utility	Modle Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$ 607.92
8913	Helicopter	Model Bell-206L4		726		hour	\$ 570.24
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$ 1,318.11
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$ 738.12
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$ 1,108.33
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	\$ 466.67
8918	Bell UH -1H Huey Helicopter II	Engine:1 × Lycoming T53-L-11 turboshaft		1100	Travel Range 253 Nautical Miles	hour	\$ 1,376.74



8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	\$ 20.16
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	\$ 14.84
8945	Aerial Lift - 20 Ft High	model 2008 Genie Scissor Lift	1000 Lbs		24 Volt	hour	\$ 6.44

## SECTION VI



## **NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT**

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An AGREEMENT made this 31 day of May 2023 between **AMY MERCADO** as Orange County Property Appraiser (Property Appraiser) and, **Falcon Trace CDD** (Taxing Authority), and is effective upon acceptance by both parties and through, September 30, 2023.

1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions precedent to enter into this agreement.
2. The Property Appraiser agrees to perform the following service for the Taxing Authority:
  - A. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2023 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar for Implementation of Non- Ad Valorem Assessment Roll.
  - B. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments.
  - C. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and apply that amount to each parcel of real property as stipulated by Taxing Authority.
  - D. Include the Taxing Authority's non-ad valorem assessments on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.
  - E. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.
  - F. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.

3. Taxing Authority agrees to perform the following acts in connection with this agreement:
  - A. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non- ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and any other applicable Florida statute, and carry out its responsibilities under said sections.
  - B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar for Implementation of Non-Ad Valorem Assessment Roll.
  - C. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.
  - D. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.
4. The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with up-to-date and accurate data concerning its boundaries, proposed assessments, and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the district's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.
5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming, or any other associated costs.
6. On 1st day of October of each applicable year, the administrative fee will be invoiced to the Taxing Authority equivalent to **\$0** per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.
7. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar for Implementation of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.
8. This agreement constitutes the entire agreement between the parties and can only be modified in writing and signed by both parties.
9. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
10. All communications required by this agreement shall be in writing and sent by first class mail, email, or facsimile to the other party.

Notices to the Taxing Authority shall be addressed to:

Falcon Trace CDD  
Jason Showe  
Governmental Management Services  
219 E. Livingston Street  
Orlando, FL 32801  
[jshowe@gmscfl.com](mailto:jshowe@gmscfl.com)  
[kcosta@gmscfl.com](mailto:kcosta@gmscfl.com)  
(407)841-5524 x106

Notices to the Property Appraiser shall be addressed to:

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

11. TERMINATION. This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.
12. TERM. This Agreement shall continue until such time as either party terminates the Agreement pursuant to Paragraph 11, above.
13. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Any action to interpret or enforce any provision of this Agreement shall be brought in the State and Federal courts for Orange County, Florida.

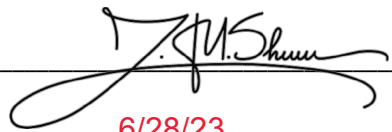
ORANGE COUNTY PROPERTY APPRAISER

Signed   
Amy Mercado (Jun 28, 2023 21:56 EDT)  
AMY MERCADO, MBA

Date Jun 28, 2023

FALCON TRACE CDD

Name Jason M Showe, District Manager

Signed   
Date 6/28/23

## SECTION VIII

# SECTION A

## SECTION B



# SECTION 1

# Falcon Trace Community Development District

## Summary of Check Register

May 5, 2023 through July 5, 2023

Fund	Date	Check No.'s		Amount
General Fund	5/10/23	4439-4443	\$	30,260.11
	5/19/23	4444-4447	\$	3,336.37
	5/24/23	4448-4449	\$	2,799.74
	6/1/23	4450-4455	\$	10,625.20
	6/9/23	4456-4457	\$	3,106.75
	6/15/23	4458-4460	\$	18,641.14
	6/22/23	4461-4462	\$	5,337.00
	6/29/23	4463-4464	\$	113.90
Capital Project	5/19/23	57	\$	3,500.00
	6/1/23	58	\$	500.00
Total Amount			\$	78,220.21

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/10/23	00079	4/28/23 15973	202304 320-53800-47000		*	400.00	
		MONTHLY LAKE MAINT APR 23		AQUATIC WEED MANAGEMENT, INC.			400.00 004439
5/10/23	00124	3/01/23 3	202303 320-53800-12200		*	8,106.00	
		POOL ATTENDANTS - MAR 23					
		5/02/23 5	202305 320-53800-12200		*	10,319.00	
		POOL ATTENDANTS - MAY 23		COMMUNITY ASSOCIATIONS AND			18,425.00 004440
5/10/23	00027	3/31/23 686	202303 320-53800-47600		*	1,526.70	
		FIX FENCE,GATE,SPREAD SOD					
		3/31/23 687	202303 320-53800-47600		*	1,797.41	
		INSTL MSSG BRD/ADJ BENCH					
		5/01/23 684	202305 310-51300-34000		*	4,791.33	
		MANAGEMENT FEES - MAY 23					
		5/01/23 684	202305 310-51300-35200		*	62.50	
		WEBSITE ADMIN - MAY 23					
		5/01/23 684	202305 310-51300-35100		*	114.58	
		INFORMATION TECH - MAY 23					
		5/01/23 684	202305 310-51300-51000		*	.33	
		OFFICE SUPPLIES					
		5/01/23 684	202305 310-51300-42000		*	35.51	
		POSTAGE		GOVERNMENTAL MANAGEMENT SERVICES			8,328.36 004441
5/10/23	00114	5/01/23 INV15736	202305 320-53800-47500		*	2,456.75	
		LANDSCAPE MAINT - MAY 23		REW LAWN & IRRIGATION			2,456.75 004442
5/10/23	00100	5/01/23 8782	202305 320-53800-47400		*	650.00	
		POOL MAINTENANCE - MAY 23		ROBERTS POOL SERVICE AND REPAIR INC			650.00 004443
5/19/23	00027	5/01/23 685	202305 320-53800-12000		*	1,795.58	
		FIELD MANAGEMENT - MAY 23					
		5/01/23 685	202305 320-53800-47600		*	261.05	
		AMZN,LOWES,HOME DEPOT,ETC		GOVERNMENTAL MANAGEMENT SERVICES			2,056.63 004444
5/19/23	00113	5/10/23 3221969	202304 310-51300-31500		*	984.14	
		GENERAL COUNSEL - APR 23		KUTAK ROCK LLP			984.14 004445
5/19/23	00022	4/11/23 399789	202304 320-53800-47400		*	211.70	
		DE POWDER / DEGREASER		SPIES POOL, LLC			211.70 004446
				FALC FALCON TRACE CWRIGHT			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
5/19/23	00090	5/10/23 12623283	202305 300-15500-10000	SECURITY MONITORING JUN23	*	83.90	
				SAFE TOUCH SECURITY SYSTEMS			83.90 004447
5/24/23	00114	5/22/23 INV15870	202305 320-53800-47500	IRRIGATION REPAIRS	*	1,329.74	
				REW LAWN & IRRIGATION			1,329.74 004448
5/24/23	00022	5/09/23 401009	202305 320-53800-47400	SERVICE POOL CAT CONTROLS	*	215.00	
		5/15/23 400490	202305 320-53800-47400	SULFURIC ACID/BICARB	*	460.00	
		5/15/23 400571	202305 320-53800-47400	BULK BLEACH	*	795.00	
				SPIES POOL, LLC			1,470.00 004449
6/01/23	00079	5/27/23 16098	202305 320-53800-47000	MTHLY LAKE MAINT - MAY 23	*	400.00	
				AQUATIC WEED MANAGEMENT, INC.			400.00 004450
6/01/23	00127	4/26/23 9797	202304 320-53800-47600	3600 HAWK LAKE TREE TRIM	*	1,300.00	
				MCCULLOUGH TREE SERVICE			1,300.00 004451
6/01/23	00019	4/30/23 07222030	202304 310-51300-48000	NOT OF RULE DEV 04/12/23	*	193.17	
		4/30/23 07222030	202304 310-51300-48000	NOT OF RULE MAKE 04/13/23	*	358.18	
				ORLANDO SENTINEL COMMUNICATIONS LLC			551.35 004452
6/01/23	00114	5/31/23 INV15912	202305 320-53800-47500	POOL AREA: REPLACE PALMS	*	6,275.00	
		5/31/23 INV15913	202305 320-53800-47500	INSTALL RIVER ROCK @ POOL	*	1,440.00	
		5/31/23 INV15913	202305 320-53800-47500	REPLACE STUCK VALVE	*	534.97	
				REW LAWN & IRRIGATION			8,249.97 004453
6/01/23	00022	5/18/23 400626	202305 300-15500-10000	TANK RENTAL FEE	*	30.00	
				SPIES POOL, LLC			30.00 004454
6/01/23	00128	5/18/23 16383479	202305 320-53800-47600	FOAM ANTI BACTERIAL REFIL	*	93.88	
				ULINE			93.88 004455

FALC FALCON TRACE CWRIGHT

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	7/11/23	PAGE	3	
*** CHECK DATES 05/05/2023 - 07/05/2023 ***														FALCON TRACE CDD -GENERAL FUND	
														BANK A FALCON TRACE CDD	
CHECK DATE	VEND#	.....INVOICE.....		...EXPENSED TO...			VENDOR NAME		STATUS	AMOUNT	....CHECK.....				
		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS			AMOUNT		#		
6/09/23	00114	6/01/23	INV15992	202306	320	53800	47500		*	2,456.75					
LANDSCAPE MAINT - JUN 23															
REW LAWN & IRRIGATION														2,456.75	004456
6/09/23	00100	6/01/23	8853	202306	320	53800	47400		*	650.00					
POOL MAINTENANCE - JUN 23															
ROBERTS POOL SERVICE AND REPAIR INC														650.00	004457
6/15/23	00124	6/05/23	6	202306	320	53800	12200		*	10,289.00					
POOL ATTENDANTS - JUN 23															
COMMUNITY ASSOCIATIONS AND														10,289.00	004458
6/15/23	00027	6/01/23	688	202306	310	51300	34000		*	4,791.33					
MANAGEMENT FEES - JUN 23															
6/01/23	688	202306	310	51300	35200				*	62.50					
WEBSITE ADMIN - JUN 23															
6/01/23	688	202306	310	51300	35100				*	114.58					
INFORMATION TECH - JUN 23															
6/01/23	688	202306	310	51300	51000				*	.42					
OFFICE SUPPLIES															
6/01/23	688	202306	310	51300	42000				*	8.40					
POSTAGE															
6/01/23	688	202306	310	51300	42500				*	28.20					
COPIES															
6/01/23	689	202306	320	53800	12000				*	1,795.58					
FIELD MANAGEMENT - JUN 23															
6/01/23	689	202306	320	53800	47600				*	193.13					
CLEANING SUPPLIES															
GOVERNMENTAL MANAGEMENT SERVICES														6,994.14	004459
6/15/23	00022	6/07/23	401716	202306	320	53800	47400		*	563.00					
SULFURIC ACID/BICARB															
6/07/23	401842	202306	320	53800	47400				*	795.00					
BULK BLEACH															
SPIES POOL, LLC														1,358.00	004460
6/22/23	00129	3/22/23	90090609	202303	310	51300	32200		*	2,850.00					
FY 22 AUDIT SERVICES															
DIBARTOLOMEO,MCBEE,HARTLEY&BARNES														2,850.00	004461
6/22/23	00113	6/18/23	3237635	202305	310	51300	31500		*	2,487.00					
GENERAL COUNSEL - MAY 23															
KUTAK ROCK LLP														2,487.00	004462
6/29/23	00022	6/18/23	402143	202306	300	15500	10000		*	30.00					
TANK RENTAL FEE															
SPIES POOL, LLC														30.00	004463
FALC FALCON TRACE CWRIGHT															

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/29/23	00090	6/10/23 12682194	202306 300-15500-10000 SECURITY MONITORING JUL23	SAFE TOUCH SECURITY SYSTEMS	*	83.90	83.90 004464
TOTAL FOR BANK A						74,220.21	
TOTAL FOR REGISTER						74,220.21	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
5/19/23	00026	5/10/23 L2100032	202305 600-53800-60005	FINISH 50% RESTROOM CNTR	*	3,500.00	
				MARY AND DAVID REMODELING LLC			3,500.00 000057
6/01/23	00026	5/10/23 L2100032	202305 600-53800-60005	REMAINING AMOUNT DUE	*	500.00	
				MARY AND DAVID REMODELING LLC			500.00 000058
TOTAL FOR BANK C						4,000.00	
TOTAL FOR REGISTER						4,000.00	

## SECTION 2



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

***Unaudited Financial Reporting***  
***May 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**  
**May 31, 2023**

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>			
<u>Cash:</u>			
Operating Account	\$ 340,372	\$ 170,910	\$ 511,282
<u>Investments:</u>			
State Board Administration	\$ 164,333	\$ -	\$ 164,333
Prepaid Expenses	\$ 114	\$ -	\$ 114
<b>Total Assets</b>	<b>\$ 504,820</b>	<b>\$ 170,910</b>	<b>\$ 675,730</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 15,962	\$ 500	\$ 16,462
<b>Total Liabilites</b>	<b>\$ 15,962</b>	<b>\$ 500</b>	<b>\$ 16,462</b>
<b>Fund Balance:</b>			
Assigned for:			
Capital Reserves	\$ -	\$ 170,410	\$ 170,410
Nonspendable:			
Deposits and Prepaid Items	\$ 114	\$ -	\$ 114
Unassigned	\$ 488,743	\$ -	\$ 488,743
<b>Total Fund Balances</b>	<b>\$ 488,857</b>	<b>\$ 170,410</b>	<b>\$ 659,268</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 504,820</b>	<b>\$ 170,910</b>	<b>\$ 675,730</b>

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/23	Thru 05/31/23	Variance
<b>Revenues:</b>				
Maintenance Assessments	\$ 355,855	\$ 355,855	\$ 345,327	\$ (10,528)
Miscellaneous Income	\$ 100	\$ 100	\$ 2,105	\$ 2,005
Interest Income	\$ 100	\$ 100	\$ 5,920	\$ 5,820
<b>Total Revenues</b>	<b>\$ 356,055</b>	<b>\$ 356,055</b>	<b>\$ 353,352</b>	<b>\$ (2,703)</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisors Fees	\$ 8,000	\$ 5,333	\$ 5,000	\$ 333
FICA Expense	\$ 612	\$ 408	\$ 383	\$ 26
Engineering Fees	\$ 1,000	\$ 667	\$ -	\$ 667
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Attorney Fees	\$ 18,800	\$ 12,533	\$ 15,391	\$ (2,857)
Annual Audit	\$ 3,600	\$ 3,600	\$ 2,850	\$ 750
Management Fees	\$ 57,496	\$ 38,331	\$ 38,331	\$ (0)
Information Technology	\$ 1,375	\$ 917	\$ 917	\$ 0
Website Maintenance	\$ 750	\$ 500	\$ 500	\$ -
Telephone	\$ 50	\$ 33	\$ -	\$ 33
Postage	\$ 800	\$ 533	\$ 98	\$ 435
Printing and Binding	\$ 600	\$ 400	\$ 465	\$ (65)
Insurance	\$ 14,242	\$ 14,242	\$ 12,825	\$ 1,417
Legal Advertising	\$ 2,500	\$ 1,667	\$ 1,825	\$ (158)
Contingency	\$ 2,000	\$ 1,333	\$ 80	\$ 1,253
Property Appraiser	\$ 1,000	\$ -	\$ -	\$ -
Office Supplies	\$ 350	\$ 233	\$ 77	\$ 156
Dues, Licenses, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Subtotal General &amp; Administrative</b>	<b>\$ 118,350</b>	<b>\$ 85,906</b>	<b>\$ 83,916</b>	<b>\$ 1,990</b>

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

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/23	Thru 05/31/23	Variance
<b><u>Operations &amp; Maintenance</u></b>				
Field Management	\$ 21,547	\$ 14,364	\$ 14,365	\$ (0)
Property Insurance	\$ 10,964	\$ 10,964	\$ 9,991	\$ 973
Pool Staff Payroll	\$ 83,047	\$ 55,365	\$ 39,865	\$ 15,499
Security	\$ 1,500	\$ 1,000	\$ 503	\$ 497
Telephone Expense	\$ 2,880	\$ 1,920	\$ 1,981	\$ (61)
Electric	\$ 18,150	\$ 12,100	\$ 12,930	\$ (830)
Irrigation/Water	\$ 14,850	\$ 9,900	\$ 8,124	\$ 1,776
Lake Maintenance	\$ 10,290	\$ 6,860	\$ 3,600	\$ 3,260
Pest Control	\$ 683	\$ 455	\$ -	\$ 455
Pool Maintenance	\$ 33,902	\$ 22,601	\$ 18,243	\$ 4,359
Grounds Maintenance	\$ 36,071	\$ 24,047	\$ 30,991	\$ (6,944)
General Facility Maintenance	\$ 35,000	\$ 23,333	\$ 15,194	\$ 8,139
Refuse Service	\$ 6,700	\$ 4,467	\$ 6,642	\$ (2,175)
Field Contingency	\$ 6,000	\$ 4,000	\$ 3,016	\$ 984
<b>Subtotal Operations &amp; Maintenance</b>	<b>\$ 281,584</b>	<b>\$ 191,377</b>	<b>\$ 165,445</b>	<b>\$ 25,932</b>
<b>Total Expenditures</b>	<b>\$ 399,934</b>	<b>\$ 277,283</b>	<b>\$ 249,361</b>	<b>\$ 27,921</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (43,879)</b>		<b>\$ 103,991</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>\$ 103,991</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 113,879</b>		<b>\$ 384,867</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 488,857</b>	

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

	Adopted Budget	Prorated Budget Thru 05/31/23	Actual Thru 05/31/23	Variance
<b>Revenues</b>				
Interest	\$ 50	\$ 33	\$ 13	\$ (20)
<b>Total Revenues</b>	<b>\$ 50</b>	<b>\$ 33</b>	<b>\$ 13</b>	<b>\$ (20)</b>
<b>Expenditures:</b>				
Landscape Improvements	\$ 15,000	\$ 15,000	\$ 3,650	\$ 11,350
Restroom Renovation	\$ -	\$ -	\$ 16,340	\$ (16,340)
Fence/Security	\$ -	\$ -	\$ 26,770	\$ (26,770)
Painting	\$ 10,000	\$ 6,667	\$ -	\$ 6,667
Miscellaneous	\$ 10,000	\$ 6,667	\$ 305	\$ 6,362
<b>Total Expenditures</b>	<b>\$ 35,000</b>	<b>\$ 28,333</b>	<b>\$ 47,065</b>	<b>\$ (18,731)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (34,950)</b>		<b>\$ (47,051)</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>\$ (47,051)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 157,080</b>		<b>\$ 217,461</b>	
<b>Fund Balance - Ending</b>	<b>\$ 192,130</b>		<b>\$ 170,410</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	\$ 59,530	\$ 20,286	\$ 13,410	\$ 2,661	\$ -	\$ -	\$ -	\$ -	\$ 345,327
Miscellaneous Income	\$ 620	\$ 50	\$ 50	\$ -	\$ -	\$ 530	\$ -	\$ 855	\$ -	\$ -	\$ -	\$ -	\$ 2,105
Interest Income	\$ 480	\$ 577	\$ 646	\$ 717	\$ 747	\$ 876	\$ 892	\$ 984	\$ -	\$ -	\$ -	\$ -	\$ 5,920
<b>Total Revenues</b>	<b>\$ 1,100</b>	<b>\$ 16,228</b>	<b>\$ 75,789</b>	<b>\$ 159,463</b>	<b>\$ 60,277</b>	<b>\$ 21,692</b>	<b>\$ 14,303</b>	<b>\$ 4,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 353,352</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisors Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
FICA Expense	\$ 77	\$ 77	\$ 77	\$ 77	\$ -	\$ 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 383
Engineering Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Attorney Fees	\$ 2,097	\$ 750	\$ 1,863	\$ 2,526	\$ 188	\$ 4,497	\$ 984	\$ 2,487	\$ -	\$ -	\$ -	\$ -	\$ 15,391
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,850
Management Fees	\$ 4,791	\$ 4,791	\$ 4,791	\$ 4,791	\$ 4,791	\$ 4,791	\$ 4,791	\$ 4,791	\$ -	\$ -	\$ -	\$ -	\$ 38,331
Information Technology	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ -	\$ -	\$ -	\$ -	\$ 917
Website Maintenance	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ -	\$ -	\$ -	\$ -	\$ 500
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 6	\$ 3	\$ 8	\$ 7	\$ 12	\$ 19	\$ 7	\$ 36	\$ -	\$ -	\$ -	\$ -	\$ 98
Printing and Binding	\$ 0	\$ 29	\$ -	\$ 298	\$ 120	\$ 3	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 465
Insurance	\$ 12,758	\$ -	\$ 67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,825
Legal Advertising	\$ -	\$ 488	\$ 786	\$ -	\$ -	\$ -	\$ 551	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,825
Contingency	\$ -	\$ 39	\$ 3	\$ -	\$ 18	\$ -	\$ 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 0	\$ 13	\$ 0	\$ 15	\$ 16	\$ 32	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 77
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>\$ 5,321</b>	<b>\$ 13,447</b>	<b>\$ 6,546</b>	<b>\$ 7,491</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 83,916</b>
<b>Operations &amp; Maintenance</b>													
Field Management	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ -	\$ -	\$ -	\$ -	\$ 14,365
Property Insurance	\$ 9,991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,991
Pool Staff Payroll	\$ 4,696	\$ 2,889	\$ 1,203	\$ 2,273	\$ 2,303	\$ 8,106	\$ 8,076	\$ 10,319	\$ -	\$ -	\$ -	\$ -	\$ 39,865
Security	\$ 84	\$ 84	\$ 84	\$ 84	\$ -	\$ -	\$ 84	\$ 84	\$ -	\$ -	\$ -	\$ -	\$ 503
Telephone Expense	\$ 241	\$ 240	\$ 240	\$ 252	\$ 252	\$ 252	\$ 252	\$ 251	\$ -	\$ -	\$ -	\$ -	\$ 1,981
Electric	\$ 1,642	\$ 1,525	\$ 1,537	\$ 1,412	\$ 1,742	\$ 1,639	\$ 1,712	\$ 1,721	\$ -	\$ -	\$ -	\$ -	\$ 12,930
Irrigation/Water	\$ 1,063	\$ 1,713	\$ 908	\$ -	\$ 1,106	\$ 2,032	\$ -	\$ 1,301	\$ -	\$ -	\$ -	\$ -	\$ 8,124
Lake Maintenance	\$ 800	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ 3,600
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ 2,798	\$ 1,295	\$ 3,619	\$ 1,983	\$ 2,656	\$ 1,505	\$ 2,237	\$ 2,150	\$ -	\$ -	\$ -	\$ -	\$ 18,243
Grounds Maintenance	\$ 2,457	\$ 2,457	\$ 2,457	\$ 2,457	\$ 4,214	\$ 2,457	\$ 2,457	\$ 12,036	\$ -	\$ -	\$ -	\$ -	\$ 30,991
General Facility Maintenance	\$ 764	\$ 167	\$ 3,778	\$ 245	\$ 2,836	\$ 3,618	\$ 3,432	\$ 355	\$ -	\$ -	\$ -	\$ -	\$ 15,194
Refuse Service	\$ 816	\$ 820	\$ 825	\$ 820	\$ 794	\$ 795	\$ 785	\$ 988	\$ -	\$ -	\$ -	\$ -	\$ 6,642
Field Contingency	\$ -	\$ -	\$ 2,916	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,016
<b>Subtotal Operations &amp; Maintenance</b>	<b>\$ 27,148</b>	<b>\$ 13,386</b>	<b>\$ 19,762</b>	<b>\$ 11,721</b>	<b>\$ 18,199</b>	<b>\$ 22,600</b>	<b>\$ 21,229</b>	<b>\$ 31,401</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 165,445</b>
<b>Total Expenditures</b>	<b>\$ 53,229</b>	<b>\$ 20,752</b>	<b>\$ 28,534</b>	<b>\$ 20,613</b>	<b>\$ 23,520</b>	<b>\$ 36,046</b>	<b>\$ 27,775</b>	<b>\$ 38,892</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 249,361</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (52,129)</b>	<b>\$ (4,524)</b>	<b>\$ 47,255</b>	<b>\$ 138,850</b>	<b>\$ 36,757</b>	<b>\$ (14,354)</b>	<b>\$ (13,473)</b>	<b>\$ (34,392)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 103,991</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>\$ 138,850</b>	<b>\$ 36,757</b>	<b>\$ (14,354)</b>	<b>\$ (13,473)</b>	<b>\$ (34,392)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 103,991</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
02/03/23	8	\$ 58,864.55	\$ -	\$ (2,341.20)	\$ -	\$ 56,523.35	\$ 56,523.35
02/16/23	9	\$ 3,777.30	\$ -	\$ (770.72)	\$ -	\$ 3,006.58	\$ 3,006.58
03/16/23	10	\$ 19,527.37	\$ -	\$ (757.97)	\$ 1,516.25	\$ 20,285.65	\$ 20,285.65
04/14/23	11	\$ 13,881.19	\$ -	\$ (470.91)	\$ -	\$ 13,410.28	\$ 13,410.28
05/15/23	12	\$ 2,714.67	\$ -	\$ (53.23)	\$ -	\$ 2,661.44	\$ 2,661.44
TOTAL		\$ 358,479.46	\$ -	\$ (14,820.03)	\$ 1,667.86	\$ 345,327.29	\$ 345,327.29

**95%** Gross Percent Collected  
\$20,089.94 Balance Remaining to Collect



# SECTION C

# Falcon Trace CDD

## Field Management Report



July 19th, 2023

Jarett Wright

Field Manager

GMS

# Completed

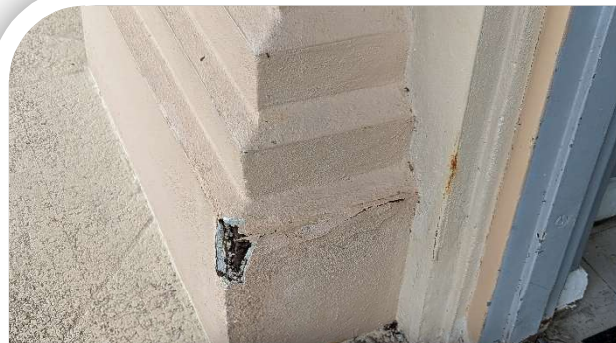
## Landscape Border

- ✚ The landscape border that was previously installed around the pool was relocated to the playground to prevent washouts.



## Wall Repairs

- ✚ Damaged and eroded sections of the wall were removed and repaired.
- ✚ Recommend repainting the entire facility in the off season.





# InProgress

## Sporting Fence / Court Update

- ✚ Maglock security system is almost complete. Working with the vendor on the final steps of the process to include test inspections and cleanup of the area.
- ✚ Per board member request options to potentially accommodate a Pickleball setup on the tennis court is being explored.



# InProgress

## Sidewalk Repair

- ✚ Received proposal for lifting the concrete foundation in various areas. Lifting the foundation will allow us to have an even walking surface without having to break the concrete, regrade, and pour new concrete.
- ✚ Vendor noted this can also be done for the entirety of the pool surfacing to help prevent cracking in the future.





# InProgress

## Roof Repairs

✚ Request for proposals were sent out to vendors to repair the previous vendors work. At this time there does not appear to be any damage that would cause concern regarding the safety of residents. These repairs would be primarily cosmetic, but the roof integrity will still be inspected during this process.



# Site Items

## Landscape Adjustments

- ✚ Irrigation washouts have been reported and are currently being addressed.
- ✚ Recommend reducing the mulch beds in this area and installing sod along the sidewalk.



# 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

Orlando  
3723 Hogshead Rd  
Apopka, FL 32073



Toll Free: (800) 714-3020  
Website: www.alphafoundations.com

#### CONTRACT

Licensed Contractor	Date
CBC1257350	5/24/2023
Customer	Phone (Work or Home)
Falcon Trace CDD	CallerID: 4077503599
Project Location	E-mail
13600 Hawk Lake Dr ORLANDO, FL 32837	JWright@gmscfl.com

#### PROPOSED PRODUCTS

	QTY
Utilities Protection	1.0
SettleStop PolyRenewal	150.0
<b>Subtotal</b>	<b>\$2,392.97</b>
<b>Discount</b>	<b>\$239.30</b>
<b>Fuel Surcharge</b>	<b>\$99.00</b>
<b>Contract Price</b>	<b>\$2,252.67</b>

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and Alpha Foundation Specialists, LLC (the "Contractor").

X_____ Customer is responsible for removing all personal items from the work area.	X_____ A full perimeter drainage system with sump pump was recommended.
X_____ Customer assumes responsibility for damages to hidden or unmarked utility lines.	X_____ Customer is aware of warranty and all addenda.
X_____ Stabilization is warrantied. Contractor can attempt to lift at Customer's request.	X_____ Customer is responsible for providing all necessary electrical outlets.

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work..

#### Customer

X\_\_\_\_\_

X\_\_\_\_\_

Date \_\_\_\_\_ 5/24/2023 \_\_\_\_\_

#### Contractor

X\_\_\_\_\_

Date \_\_\_\_\_ 5/24/2023 \_\_\_\_\_

## **Product Specifications**

### **Utilities Protection**

Utilities protection will cover repairs to private utilities damaged during installation (cable, sprinklers, private water lines, private electric lines etc). Repairs limited to damaged area and do not include full line replacement.

### **SettleStop PolyRenewal**

PolyRenewal is a two-part urethane polymer that expands into rigid, structural foam to fill voids, stabilize, and sometimes lift concrete. Small 3/8" holes are drilled in strategic locations in the slab. PolyRenewal is injected beneath the slab to fill voids and attempt lift. Holes are grouted and sealed but may not match the color of the existing flooring or concrete. Customer is aware that the concrete can crack during the lifting process. Contractor will repair cracks that are caused by the lift but will not replace any concrete. The concrete can sometimes be ground down to reduce tripping hazards. Customer is aware that the concrete may not be perfectly level. Contractor guarantees stabilization. Sealing all joints and preexisting cracks are recommended and can be added for an additional charge.

## Terms and Conditions

1. **Services.** Alpha Foundation Specialists, LLC d/b/a Alpha Foundations, license no.CBC1257350, is licensed by the Florida Department of Business and Professional Regulation. This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.
2. **Acceptance of Contract.** By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 1% per month shall be applied to any amounts owed by Customer to Contractor (both pre-judgment and post-judgment) if Customer fails to pay the amounts owed for the Work as agreed.
4. **Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.
5. **Dispute Resolution.** Dispute Resolution. The Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules. Except for instances of failure to pay the full amount of the Contract, any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at <http://info.adr.org/constructionfeeschedule/>. The arbitrator has the discretion and authority to award such remedies as may be available under applicable law. Each party shall be responsible for its own attorneys' fees for the arbitration. If payment in full is not made when due, Contractor is entitled to proceed with litigation and may recover all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the court may adjudge reasonable. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 1% per month. EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.
6. **Customer's Responsibility.**
  - a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeded, and resodding that may be necessary after Contractor has completed the Work.
  - b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
  - c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a Water Management System is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
  - d. **Access and Personal Property.** Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.
  - e. **Representations.** Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.
7. **On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement.
8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
9. **Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.
10. **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
12. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS.
13. **FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND.**

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF CUSTOMER LOSES MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 921-6593, Construction Industry Licensing Board, 2601 Blair Stone Road, Tallahassee, Florida 32399.

**IN WITNESS WHEREOF**, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

**Customer**

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

By: Falcon Trace CDD

**Contractor Alpha Foundation Specialists, LLC**

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

By: Chris Batten

## Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of \$200 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement," as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For Carbon Fiber Strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
4. Steel Columns/Adjustable Screw Jacks/IntelliJack Support. Contractor warrants that the IntelliJacks will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of ten (10) years from the date of installation. Contractor DOES NOT WARRANT TO LIFT the slab back to its original position.
6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.
7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawlSeal has a transferable twenty-five (25) years warranty—there will be no charge for service calls on any tears or holes in the CrawlSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.
9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTICE OF CANCELLATION

**Transaction Date:** \_\_\_\_\_

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If you do make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

Alpha Foundation Specialists, LLC at 3723 Hogshead Rd, Apopka, FL 32073

NOT LATER THAN MIDNIGHT OF X \_\_\_\_\_ (Date).

I HEREBY CANCEL THIS TRANSACTION.

(Date) \_\_\_\_\_

(Customer's signature) \_\_\_\_\_

If after three business days the transaction has not been canceled, then the deposit will be non-refundable.

## PAYMENT TERMS

We propose hereby to complete the services indicated in this Contract for the sum of:

Contract Amount	\$2,252.67
Deposit	\$563.17
Due Upon Completion	\$1,689.50

Is the project financed? YES \_\_\_\_\_ NO \_\_\_\_\_ (Financing must be set up at the time of the signed contract.)

Approval/Account # \_\_\_\_\_

X \_\_\_\_\_ (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

X \_\_\_\_\_ (initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

**BUYER'S RIGHT TO CANCEL.** This is a home solicitation sale, and if Customer does not want the goods or services, Customer may cancel the Contract by providing written notice to Contractor in person, by telegram, or by mail. This notice must indicate that Customer does not want the goods or services and must be delivered or postmarked before midnight of the third business day after Customer signs the Contract. The notice must be mailed or delivered to: Alpha Foundation Specialists, LLC at 3723 Hogshead Rd, Apopka, FL 32073. If Customer cancels the Contract, Contractor may not keep all or part of any cash down payment. If Customer does not cancel the transaction during the cancellation period listed in this paragraph of the Contract, the deposit will be non-refundable. See the attached Notice of Cancellation form for further explanation of this cancellation right.

Customer

Contractor

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

Date \_\_\_\_\_ 5/24/2023 \_\_\_\_\_

Date \_\_\_\_\_ 5/24/2023 \_\_\_\_\_





# A Safe and Stabilized Path Moving Forward

*Concrete Lifting Solutions by the SettleStop® PolyRenewal® System*

- ▶ Uneven, sinking, and cracking concrete slabs are more than an eyesore. They are harmful and unsightly tripping hazards that can put your family and your home's property value at risk.
- ▶ Prevent tripping hazards, protect your home's property value, and renew sinking concrete slabs.
- ▶ Our exclusive SettleStop® PolyRenewal® System is the most innovative solution for stabilizing sinking front porches, sidewalks, pool decks, driveways, and MORE!



# Understanding Concrete Slab Sinking

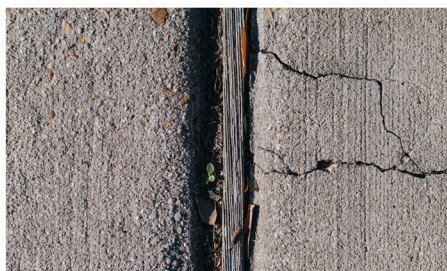
## What Causes a Sinking Slab?

Uneven concrete slabs are most often caused by slab settlement. Slab settlement occurs when soil movement underneath the slab reduces its ability to support the slab above. When it comes to the causes of concrete settlement, there are three main culprits.



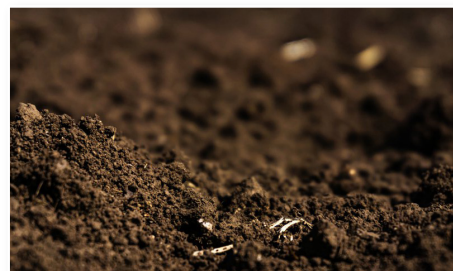
### Soil Washout

Excess water caused by plumbing leaks, erosion, large rains, etc. may find its way underneath your concrete slab. As this water moves, it can wash away the soil that's supporting the weight of the concrete. Over time, voids may develop underneath the concrete slab causing your slab to sink.



### Soil Moisture Content

Cycles of wet and dry have a direct effect on the soil underneath the concrete slab. When soil types like clay get wet, they expand. When the soil dries during drought conditions or from tree roots drawing valuable soil moisture, soil begins to shrink, creating voids under the slab. This lack of support can lead to uneven and cracked concrete.



### Poorly Compacted Fill

During the construction of a driveway, patio, sidewalk or home, soil is spread out and moved around to achieve a desired grade level. As the fill soil underneath the slab compresses and settles so does the concrete slab.



## WARNING SIGNS



### Cracks

Having open cracks in your concrete slab means water and moisture have another way in. Allowing water to enter cracks and control joints can accelerate soil erosion, causing further damage.



### Unevenness

Uneven concrete slabs are very dangerous and create tripping hazards. They also contribute to improper drainage and erosion.



# Choosing the Best Solution, There is No Comparison!



Our SettleStop® PolyRenewal® System outperforms traditional repair methods. Unlike invasive and intensive processes like mudjacking and concrete replacement, PolyRenewal's unique expansive polyurethane technology utilizes high density polymers to stabilize and lift uneven concrete slabs.



## SettleStop® PolyRenewal® Features



**Fast-Acting:** Reaches its final strength and is ready to support weight within 15 minutes



**Waterproof:** Closed cell foam does not absorb water, cannot be washed out, and is not affected by freeze and thaw cycles



**Lightweight:** Weighs 4-6 lbs. per cubic foot when installed, which is significantly less than the traditional methods



**Strong:** High density foam has 7,200 psf compressive strength



**Environmentally Friendly:** Foam is inert when cured



**Precision Lift:** Lift is achieved by actual expansion of the material rather than by pressurization of the material, meaning less chance of "blowouts" like with mudjacking

## Seal the Cracks with our SettleStop® PolyRenewal® Crack Sealant

Prevent water from seeping into your newly stabilized and lifted concrete!





# How SettleStop® PolyRenewal® Works

PolyRenewal's innovative technology renews and stabilizes sunken concrete slabs using a simple 4-step process:



## Step 1

Penny-sized holes are drilled in the concrete slab



## Step 2

Temporary injection ports are installed

We've engineered convenience into our process, ***so even extensive repairs can be completed in just a few hours!***



## Step 3

Expansive polyurethane foam is injected to support and lift the slab



## Step 4

The drilled holes are patched and smoothed over

# A Multi-Use Concrete Solution

- ▶ Patio Repair
- ▶ Floor Repair
- ▶ Foundation Repair
- ▶ Garage Floor Repair
- ▶ Driveway Repair
- ▶ Pool Deck Repair
- ▶ Porch Repair
- ▶ Step Repair



## Quick Results for Long Time Stability

Initial Reaction:  
**8 seconds**

Full Rise:  
**30 seconds**

90% Strength:  
**15 minutes**







# A Smooth Ride Ahead

When concrete slabs begin to sink and sag, they become tripping hazards. Protect your sidewalk, porches, driveways, pool decks, and more while restoring your home's beauty and safety with SettleStop® PolyRenewal®.

## Your Home is Everything. Why Compromise?

SettleStop® PolyRenewal® System can:

- ▶ *Deliver long-term results, fast*
- ▶ *Stabilize sinking, uneven concrete without harmful environmental effects*
- ▶ *Support heavy loads up to 7,200 psf*



A Groundworks Company

(833) 733-0059 | [AlphaFoundations.com](https://AlphaFoundations.com)

Rev. 12.02.21

# SECTION IX

# SECTION A



**From:** Perry Shaikh falcontracesupervisor@gmail.com  
**Subject:** Request to add items on upcoming July 23 Board Meeting Agenda  
**Date:** July 11, 2023 at 10:03 AM  
**To:** Jason Showe jshowe@gmscfl.com  
**Cc:** Brittany Brookes bbrookes@gmscfl.com

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PS

Jason, if you could please add the following items on the agenda..for me to review with all the attendees of the meeting.  
Now I am Aware the State does not mandate an advance agenda  
...however I am doing it as a courtesy.

1. Review the law and rules for the conduct of our Board meetings. Law for saving minutes etc .
- 2 . Review how GMS should conform to the Florida Sunshine law one hundred percent.
- 3 . Review appointment of Treasurer according to Florida law Chapter 190
4. Review related details the law that require Dissolution of CDD...chapter 190

I will be attending the coming meeting.....  
Thank you