

***Falcon Trace
Community Development District***

Agenda

August 16, 2023

AGENDA

Falcon Trace

Community Development District

219 East Livingston Street, Orlando, FL 32801

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

August 9, 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, August 16, 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

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the July 19, 2023 Board of Supervisors Meeting
4. Public Hearing
 - A. Consideration of Resolution 2023-07 Adopting the Fiscal Year 2024 Budget and Relating to Annual Appropriations
 - B. Consideration of Resolution 2023-08 Imposing Special Assessments and Certifying an Assessment Roll
5. Staff Reports
 - A. Attorney
 - B. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Review of Fiscal Year 2024 Meeting Schedule
 - C. Field Manager's Report
 - i. Consideration of Fiscal Year 2024 Landscape Maintenance Proposals
 - a. Blade Runners
 - b. United Land
 - c. Yellowstone Landscaping
 - ii. Consideration of Fiscal Year 2024 Agreement Renewal with Roberts Pools
 - iii. Consideration of Pickleball Addition to Tennis Court- GMS
 - iv. Consideration of Sidewalk Lifting Proposals
 - a. Alpha Foundations
 - b. LRE Foundations
 - c. Ram Jack
 - D. Amenity Manager Report
6. Supervisor's Requests
7. 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, **July 19, 2023** at 6:00 p.m. at the Big Hawk Lake Recreational Center, 13600 Hawk Lake Drive, Orlando, Florida.

Present and constituting a quorum were:

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

Also Present were:

Jason Showe	District Manager
Mike Eckert	District Counsel
Kate John	Kutak Rock
Jarett Wright	Field Operations
Marcia Calleja	CALM

The following is a summary of the discussions and actions taken at the July 19, 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 no comments, the next item followed.

THIRD ORDER OF BUSINESS**Approval of the Minutes of the May 17, 2023 Meeting**

Mr. Hurst moved to approve the minutes of the May 17, 2023 meeting Ms. Stark seconded the motion. The motion passed on the following roll call vote:

Ms. Hurst yes.

Mr. Shaikh yes.

Ms. Stark yes.

Ms. Baron yes.

Ms. Miller yes

FOURTH ORDER OF BUSINESS**Review of Fiscal Year 2024 Budget**

Mr. Showe stated we didn't receive any feedback via email but will take any changes in advance of your hearing next month. This doesn't lock you into any of the account lines, if we need to make changes between now and the hearing or throughout the year, we can do that. You are setting the cap on your assessments.

Ms. Hurst stated the cap is \$419.70 per household and has remained the same since 2007.

Mr. Shaikh moved to lower the attorney fees to \$10,000 and there being no second, the motion died for lack of a second.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2023-07
Approving Mutual Aid Agreement**

Ms. John stated the mutual aid agreement allows the district to enter into agreement with other local units of government to request assistance during times of emergency or threats of emergency. For example, a hurricane hit Orlando and they are flooded with requests and Falcon Trace has a lot of trees that need to be removed. Under this agreement you can call Melbourne for assistance if they have also signed this agreement.

Ms. Hurst stated it is reciprocal, if we have resources and somebody needed our assistance we could reciprocate.

Ms. John stated you are not required to.

Ms. Miller asked is there any downside to entering into this agreement?

Ms. John stated it doesn't cost anything to enter into the agreement, however, if we do request assistance you would have to reimburse that party.

Ms. Hurst stated if we are unable to render aid there is no penalty for not assisting.

Mr. John stated yes.

Ms. Miller moved to approve Resolution 2023-07. Ms. Stark seconded the motion. The motion passed on the following roll call vote:
Ms. Hurst yes.
Mr. Shaikh yes.
Ms. Stark yes.
Ms. Baron yes.
Ms. Miller yes.

SIXTH ORDER OF BUSINESS

Ratification of Non-Ad Valorem Agreement with Orange County

Mr. Showe stated this is the agreement we enter into annually with Orange County to place our assessments on the tax roll.

Ms. Hurst moved to ratify the non-ad valorem agreement with Orange County. Ms. Baron seconded the motion. The motion passed on the following roll call vote:
Ms. Hurst yes.
Mr. Shaikh no.
Ms. Stark yes.
Ms. Baron yes.
Ms. Miller yes.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Eckert stated we were asked to look into an issue with the roof on the clubhouse, we provided advice on how we suggest you handle that issue. Staff has been getting proposals to evaluate and fix that damage. That is the first step and if you have to file a suit against them you want to know what your damages are. If your damages are \$800, I will tell you don't spend it on us, fix it for \$800. Until we know those numbers, we can't give the appropriate advice. If it is in the \$5,000 to \$10,000 range it is questionable whether it is worth it. In this particular case that number goes lower. I'm concerned if you go to court and win and get prevailing attorney's fees and they are not collectable. There are no assets so we want to take a quick look at that before we recommend that you actually file something.

You are going to have to have ethics training starting January 1, 2024. We will come out in the fall with your options on that. Kate has been doing a lot of work on your district behind the scenes and you may hear from her more. We anticipate being on the phone as much as we possibly can but there were enough legal issues raised tonight, we felt it was important to be here.

B. Manager

i. Approval of Check Register

Ms. Hurst moved to approve the check register. Ms. Baron seconded the motion. The motion passed on the following roll call vote:
Ms. Hurst yes.
Mr. Shaikh no.
Ms. Stark yes.
Ms. Baron yes.
Ms. Miller yes.

iii. Balance Sheet and Income Statement

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

C. Field Manager's Report

Mr. Wright reviewed the field manager's report and stated as to the roof repair, we haven't noticed any significant damage or cause of concern that would make us close the facility. From what we have noticed it is primarily cosmetic issues. If they say there are no major issues, I suggest having our guys come out and we will open this section clean up the tarp and at the turrets I would paint the white flash. It is not going to look perfect but at this point I don't recommend spending too much money dealing with that issue, but that is up to you.

i. Proposal for Sidewalk Foundation Lifting from Alpha Foundations

This item tabled.

Mr. Wright stated I know the topic of benches has come up before and apparently there was a not to exceed amount approved a couple years ago and we don't know if you would feel comfortable with something at this time.

Ms. Hurst stated I thought we approved benches.

Ms. Miller stated we did.

Mr. Showe stated we wanted more clear direction because I couldn't find it in the minutes.

Mr. Wright stated when we moved the ones we had, people sit on the top portion and that one is now bent. We need something a little more stable.

After discussion of the type and location of benches staff was directed to bring back options on benches with backs.

Ms. Calleja updated the board on rentals and pool usage and activity since the last meeting.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Showe stated we provided you with the email from Mr. Shaikh with his agenda item requests.

A. Review of CDD Related Policies and Procedures

i. Rules of Board Meetings

Mr. Shaikh asked is the CDD forever?

Mr. Eckert stated not necessarily.

Mr. Shaikh asked we had this thing for 20 years and what are we going to do? The rules how we conduct our meeting, this meeting does not require a predetermined agenda by law.

Mr. Eckert stated that is incorrect. I will send you the statute.

Mr. Shaikh stated that particular thing is in email and I will show you that. It is nice to have an agenda and when the meeting gets started the law permits the same things come up, they should be discussed, things can be added to the meeting and be productive. The email I sent to all of you.

Mr. Eckert asked why are you sending emails to other board members? I have told you over and over again not to send emails to other board members because it can create a sunshine law violation for you and the other board members.

Mr. Shaikh stated the law says you can't tell somebody you only have two minutes to talk.

Mr. Eckert stated that is not true. You adopted a resolution that says the public gets three minutes for comment for each member and the chair has the discretion to reduce that amount to a time she sees fit.

Mr. Shaikh stated I'm not talking about the comment. I'm talking about the agenda of the meeting; the people can add items to something not on the agenda.

Mr. Eckert stated 189.069(2)(a)(15) says you have to have an agenda with items, you have to put it on your website seven days in advance of the meeting. So, you do have to have an agenda.

ii. Sunshine Law

Mr. Shaikh stated the sunshine law 286 says any records that I need they can ask and get it.

Mr. Eckert stated that is not the sunshine law, that's the public records act.

Mr. Shaikh stated call it anything you want to but it clearly says that whatever records relevant to our organization can be asked for in writing. Let's say someone wants to know the minutes of our meeting from two months ago.

Mr. Eckert stated they would contact Jason and Jason would provide them with the minutes. He cannot say no on minutes. There are some things he can say no on.

Mr. Showe stated also we are not required to create records; we are not required to answer questions. We are required to provide specific records that are available from the district.

Ms. Hurst stated we don't allow our security conversations to be provided.

Mr. Eckert stated I agree but that is not what he is saying.

Mr. Shaikh asked can I request public documents over the telephone or whatever?

Mr. Eckert stated yes.

iii. Appointment to Treasurer

Mr. Shaikh stated according to Chapter 190 the treasurer will be appointed.

Mr. Eckert stated yes and you voted for Jason and he is the treasurer.

Mr. Shaikh stated the law says the board shall designate a person who is a resident of the state as treasurer, this person will have charge of the funds of the district but he just said somebody else writes the checks.

Mr. Showe stated the assistant treasurer signs the checks, that you also voted for.

Mr. Eckert stated you come in here and say stuff is against the law and it is not. I disagree with you on it each time then we talk about the same thing two months later, because the law isn't what you want it be so therefore it is wrong. That is where we are getting into a problem and that is why I'm here today. The only board member I have talked to in the last 60 days is you. The district got billed for that. I'm here today in person for this meeting for this. You are the one that is incurring the cost on behalf of the district right now, because you brought up a bunch of legal issues that we have gone over and over again that you want to talk about. Now we are going to spend time talking about it and the residents here are going to pay more money because you want to do this again.

Mr. Shaikh stated you are absolutely wrong. I want to make sure every word is recorded in these minutes. You are patronizing because how can you say, how do you like to have a neutral or third party or something.

Mr. Eckert stated I have a neutral party and that is the board. The board reviews all the expenses that are made and the board has the option to go back and say GMS why did you pay \$50,000 for a bench, we want to see the invoice we want to know why you did that and that may be coming out of your pocket if you did that against our will.

Mr. Shaikh stated that's what I'm saying, GMS should not be paying out money.

Mr. Eckert stated you just asked for a neutral person, there is, it is this board. You look at those invoices every month and look at those if they were appropriate or not appropriate. If there is something inappropriate, embezzlement theft, misappropriation of funds we are going to go after GMS because they are the ones that have the insurance policy that we required in our district management contract.

Mr. Shaikh moved to remove Jason Showe as treasurer and there being no second, the motion died for lack of a second.

iv. Dissolution

Mr. Shaikh asked why is CDD created?

Mr. Eckert stated a CDD is created to finance, manage and maintain infrastructure.

Mr. Shaikh stated it is also spelled out that once CDD has accomplished whatever it is for and all the loans have been paid back CDD needs to go away.

Mr. Eckert stated that is absolutely not true.

Mr. Shaikh stated the only thing that is left, all we are doing now is the loans are paid, everything is complete, all the projects are complete, all the construction is complete, the CDD has lived its purpose. That is exactly what the law says. I request we plan and take our time and all these things if we just try to get some help from Susan or anybody else. We do not have to go through so much expense, we pay CDD \$58,000 and we open the swimming pool.

Ms. Stark asked how much do you think it takes to run this facility? You still have to pay a management company, you still have to operate this facility, you still have to maintain this facility, you still have to pay staff.

Mr. Eckert stated you said once the bonds are paid off the CDD should go away. That is not how it works. However, there is a provision in Chapter 190 in 190.046 that talks about what a CDD can do to dissolve. You have to not own anything; you have to have a plan of termination for how you are going to terminate the CDD and CDDs exist for as long as there are bonds outstanding and as long as you have maintenance responsibilities. What the board would have to do is figure out how not to have assets, the statute says we can turn them over to a local general purpose government, which for here is Orange County, which means we would be turning over this facility and the lake to Orange County. I don't know if Orange County wants this facility. I know they don't want the lake because there is not a county I can get to take a stormwater management pond. If you want to talk about dissolution there is a procedure for doing that. What we have tried to do in the past when we had a couple of these where we had a minor road or something like that, never an amenity center, we dissolved the CDD, we had a plan of transfer, we transferred that road to the county and the county transferred that road to the HOA. That is as much as you can do. If you wanted to get rid of this facility you cannot transfer it directly to an HOA; it would be the same as me saying let's transfer it to Perry because an HOA is a private entity, and local governments can't just pick winners and losers and give stuff away to private property owners.

Mr. Shaikh stated it makes sense. Everything needs to be paid off.

Ms. Miller stated this is going nowhere. Make a motion and let's move on.

Mr. Shaikh moved to direct staff to present a plan of dissolution to the board and there being no second, the motion died for lack of a second.

Mr. Shaikh stated Mike sent us information about the agenda.

Ms. Miller asked how much is this meeting going to cost us because you are here for the length of time?

Mr. Eckert stated I believe we have a flat fee for the meetings I attend in person, \$1,700 or something like that versus a few hundred dollars being on the phone.

Ms. Stark asked roughly what have you spent on all the emails?

Mr. Eckert stated not a lot. When I get an email or copied on it from Perry that he sends to other board members, I will chime in telling the board members not to respond. Perry and I spent probably less than half an hour talking about some of these issues he had concerns with.

Ms. Miller stated he needs to stop sending those emails.

Mr. Sheikh stated you and I haven't talked in a couple months.

Mr. Eckert stated after the last meeting you had concerns.

Ms. Hurst stated on 19th of May you talked with Perry for half an hour and it cost us \$182.50. On the 22nd Mike spent 45 minutes preparing for and a call from Supervisor Shaikh for \$255.50.

Mr. Showe stated you specifically requested a call from Mike in the board meeting.

Ms. Stark moved to adjourn the meeting at 7:26 p.m. Ms. Miller seconded the motion and the motion passed on the following roll call vote.

Ms. Hurst yes.

Mr. Shaikh no.

Ms. Stark yes.

Ms. Baron yes.

Ms. Miller yes.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

RESOLUTION 2023-07

THE ANNUAL APPROPRIATION RESOLUTION OF THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Falcon Trace Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Falcon Trace Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
CAPITAL RESERVE FUND(S)	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within sixty (60) days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in

the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within five (5) days after adoption and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 16th DAY OF AUGUST 2023.

ATTEST:

**FALCON TRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By:_____

Its:_____

Falcon Trace

Community Development District

Proposed Budget
FY 2024



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Falcon Trace
Community Development District

**Proposed Budget
General Fund**

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

Maintenance Assessments	\$355,855	\$350,996	\$4,859	\$355,855	\$355,855
Miscellaneous Income	\$100	\$2,725	\$681	\$3,406	\$500
Interest Income	\$100	\$6,901	\$1,725	\$8,627	\$1,500
Carry Forward Balance	\$113,879	\$ 212,180	\$0	\$212,180	\$136,577

TOTAL REVENUES	\$ 469,934	\$ 572,802	\$ 7,266	\$ 580,068	\$ 494,432
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EXPENDITURES:

Administrative:

Supervisors Fees	\$8,000	\$5,600	\$2,400	\$8,000	\$8,000
FICA Expense	\$612	\$428	\$184	\$612	\$612
Engineering Fees	\$1,000	\$0	\$250	\$250	\$1,000
Assessment Roll	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Attorney Fees	\$18,800	\$15,911	\$2,889	\$18,800	\$25,000
Annual Audit	\$3,600	\$2,850	\$0	\$2,850	\$2,950
Management Fees	\$57,496	\$43,122	\$14,374	\$57,496	\$60,946
Information Technology	\$1,375	\$1,031	\$344	\$1,375	\$1,458
Website Maintenance	\$750	\$563	\$188	\$750	\$795
Telephone	\$50	\$0	\$10	\$10	\$50
Postage	\$800	\$107	\$50	\$157	\$800
Printing and Binding	\$600	\$494	\$106	\$600	\$600
Insurance	\$14,242	\$12,825	\$0	\$12,825	\$14,034
Legal Advertising	\$2,500	\$1,825	\$675	\$2,500	\$2,500
Contingency	\$2,000	\$132	\$105	\$237	\$2,000
Property Appraiser	\$1,000	\$0	\$1,000	\$1,000	\$1,000
Office Supplies	\$350	\$78	\$20	\$98	\$350
Dues, Licenses, & Subscriptions	\$175	\$175	\$0	\$175	\$175

TOTAL ADMINISTRATIVE	\$ 118,350	\$ 90,139	\$ 22,595	\$ 112,734	\$ 127,269
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Falcon Trace
Community Development District

Proposed Budget
General Fund

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

Field Management	\$21,547	\$16,160	\$5,387	\$21,547	\$22,840
Property Insurance	\$10,964	\$9,991	\$0	\$9,991	\$14,987
Pool Staff Payroll	\$83,047	\$50,154	\$32,893	\$83,047	\$88,030
Security	\$1,500	\$755	\$252	\$1,007	\$1,500
Telephone Expense	\$2,880	\$2,232	\$756	\$2,988	\$3,175
Electric	\$18,150	\$14,834	\$5,700	\$20,534	\$21,420
Irrigation/Water	\$14,850	\$10,245	\$3,930	\$14,175	\$15,593
Lake Maintenance	\$10,290	\$4,000	\$1,200	\$5,200	\$10,290
Pest Control	\$683	\$0	\$171	\$171	\$683
Pool Maintenance	\$33,902	\$20,281	\$7,500	\$27,781	\$33,902
Grounds Maintenance	\$36,071	\$33,448	\$7,370	\$40,818	\$39,230
General Facility Maintenance	\$35,000	\$15,387	\$3,000	\$18,387	\$35,000
Refuse Service	\$6,700	\$7,626	\$2,970	\$10,596	\$10,000
Field Contingency	\$6,000	\$3,016	\$1,500	\$4,516	\$6,000

TOTAL MAINTENANCE	\$ 281,584	\$ 188,130	\$ 72,628	\$ 260,758	\$ 302,648
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Other Sources/(Uses)

Transfer Out - Capital Reserve	\$70,000	\$0	\$70,000	\$70,000	\$64,514
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TOTAL OTHER SOURCES/(USES)	\$ 70,000	\$ -	\$ 70,000	\$ 70,000	\$ 64,514
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TOTAL EXPENDITURES	\$ 469,934	\$ 278,269	\$ 165,223	\$ 443,491	\$ 494,432
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EXCESS REVENUES (EXPENDITURES)	\$ -	\$ 294,534	\$ (157,957)	\$ 136,577	\$ -
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Net Assessments	\$355,855
Add: Discounts & Collections (6%)	\$22,714
Gross Assessments	<u>\$378,569</u>
Total Units	902
Gross Per Unit Assessment	<u>\$ 419.70</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 CO₂ 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 6/30/23	Projected Next 3 Months	Projected Thru 9/30/23	Proposed Budget FY2024
REVENUES:					
Interest	\$50	\$13	\$5	\$18	\$50
Beginning Fund Balance	\$157,080	\$217,461	\$0	\$217,461	\$191,369
TOTAL REVENUES	\$ 157,130	\$ 217,474	\$ 5	\$ 217,479	\$ 191,419
EXPENDITURES:					
Landscape Improvements	\$15,000	\$3,650	\$11,350	\$15,000	\$15,000
Restroom Renovation	\$0	\$16,340	\$3,000	\$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	\$305	\$9,695	\$10,000	\$10,000
TOTAL EXPENDITURES	\$ 35,000	\$ 47,065	\$ 49,045	\$ 96,110	\$ 56,000
OTHER SOURCES/(USES)					
Transfer In - General Fund	\$70,000	\$0	\$70,000	\$70,000	\$64,514
TOTAL OTHER SOURCES/(USES)	\$70,000	\$0	\$70,000	\$70,000	\$64,514
EXCESS REVENUES	\$ 192,130	\$ 170,410	\$ 20,960	\$ 191,369	\$ 199,933

SECTION B

RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in Orange County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector

("Uniform Method"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Falcon Trace Community Development District ("**Assessment Roll**") attached to this Resolution as **Exhibit "B"** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B,"** is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits "A" and "B."** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 16th day of August 2023.

ATTEST:

**FALCON TRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By:_____

Its:_____

Exhibit A: Budget

Exhibit B: Assessment Roll

Falcon Trace CDD FY 24 Assessment Roll

Parcel ID	Units	O&M
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292427266300020	1	\$419.70
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292426266800370	1	\$419.70
292426266800380	1	\$419.70
292426266800390	1	\$419.70
292426266800400	1	\$419.70
292426266800410	1	\$419.70
292426266800420	1	\$419.70
292426266800430	1	\$419.70
292426266800440	1	\$419.70
292426266800450	1	\$419.70
292434267000010	1	\$419.70
292434267000020	1	\$419.70
292434267000030	1	\$419.70
292434267000040	1	\$419.70
292434267000050	1	\$419.70
292434267000060	1	\$419.70
292434267000070	1	\$419.70
292434267000080	1	\$419.70
292434267000090	1	\$419.70
292434267000100	1	\$419.70
292434267000110	1	\$419.70
292434267000120	1	\$419.70
292434267000130	1	\$419.70
292434267000140	1	\$419.70
292434267000150	1	\$419.70
292434267000160	1	\$419.70
292434267000170	1	\$419.70

Parcel ID	Units	O&M
292434267000180	1	\$419.70
292434267000190	1	\$419.70
292434267000200	1	\$419.70
292434267000210	1	\$419.70
292434267000220	1	\$419.70
292434267000230	1	\$419.70
292434267000240	1	\$419.70
292434267000250	1	\$419.70
292434267000260	1	\$419.70
292434267000270	1	\$419.70
292434267000280	1	\$419.70
292434267000290	1	\$419.70
292434267000300	1	\$419.70
292434267000310	1	\$419.70
292434267000320	1	\$419.70
292434267000330	1	\$419.70
292434267000340	1	\$419.70
292434267000350	1	\$419.70
292434267000360	1	\$419.70
292434267000370	1	\$419.70
292434267000380	1	\$419.70
292434267000390	1	\$419.70
292434267000400	1	\$419.70
292434267000410	1	\$419.70
292434267000420	1	\$419.70
292434267000430	1	\$419.70
292434267000440	1	\$419.70
292434267000450	1	\$419.70
292434267000460	1	\$419.70
292434267000470	1	\$419.70
292434267000480	1	\$419.70
292434267000490	1	\$419.70
292434267000500	1	\$419.70
292434267000510	1	\$419.70
292434267000520	1	\$419.70
292434267000530	1	\$419.70
292434267000540	1	\$419.70
292434267000550	1	\$419.70
292434267000560	1	\$419.70
292434267000570	1	\$419.70
292434267000580	1	\$419.70
292434267000590	1	\$419.70
292434267000600	1	\$419.70
292434267000610	1	\$419.70
292434267000620	1	\$419.70
292434267000630	1	\$419.70
292434267000640	1	\$419.70

Parcel ID	Units	O&M
292434267000650	1	\$419.70
292434267000660	1	\$419.70
292434267000670	1	\$419.70
292434267000680	1	\$419.70
292434267000690	1	\$419.70
292434267000700	1	\$419.70
292434267000710	1	\$419.70
292434267000720	1	\$419.70
292434267000730	1	\$419.70
292434267000740	1	\$419.70
292434267000750	1	\$419.70
292434267000760	1	\$419.70
Total Gross	902	\$378,569.40

Total Net	\$355,855.24
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SECTION V

SECTION B

SECTION 1

Falcon Trace Community Development District

Summary of Check Register

July 6, 2023 through August 1, 2023

Fund	Date	Check No.'s	Amount
General Fund			
	7/6/23	4465-4466	\$ 1,050.00
	7/17/23	4467-4469	\$ 15,835.38
	7/21/23	4470-4474	\$ 7,129.90
	7/28/23	4475	\$ 167.80
Total Amount			\$ 24,183.08

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
7/06/23	00079	6/27/23 16199	202306 320-53800-47000	MTHLY LAKE MAINT - JUN23	*	400.00	
				AQUATIC WEED MANAGEMENT, INC.			400.00 004465
7/06/23	00100	7/01/23 8916	202307 320-53800-47400	POOL MAINTENANCE - JUL 23	*	650.00	
				ROBERTS POOL SERVICE AND REPAIR INC			650.00 004466
7/17/23	00124	7/10/23 7	202307 320-53800-12200	POOL ATTENDANTS - JUL 23	*	10,319.00	
				COMMUNITY ASSOCIATIONS AND			10,319.00 004467
7/17/23	00027	7/01/23 690	202307 310-51300-34000	MANAGEMENT FEES - JUL 23	*	4,791.33	
		7/01/23 690	202307 310-51300-35200	WEBSITE ADMIN - JUL 23	*	62.50	
		7/01/23 690	202307 310-51300-35100	INFORMATION TECH - JUL 23	*	114.58	
		7/01/23 690	202307 310-51300-51000	OFFICE SUPPLIES	*	.42	
		7/01/23 690	202307 310-51300-42000	POSTAGE	*	27.55	
				GOVERNMENTAL MANAGEMENT SERVICES			4,996.38 004468
7/17/23	00113	7/11/23 3250431	202306 310-51300-31500	GENERAL COUNSEL - JUN 23	*	520.00	
				KUTAK ROCK LLP			520.00 004469
7/21/23	00126	7/18/23 C95765	202307 320-53800-47600	HID PROX CRD(100)07/11/23	*	435.00	
				ACCESS CONTROL SYSTEMS LLC			435.00 004470
7/21/23	00027	7/01/23 691	202307 320-53800-12000	FIELD MANAGEMENT - JUL 23	*	1,795.58	
		7/01/23 691	202307 320-53800-47600	CALM CC STMTNT CLSING 5/15	*	183.98	
		7/01/23 691	202307 320-53800-47600	CALM CC STMTNT CLSING 6/15	*	45.60	
				GOVERNMENTAL MANAGEMENT SERVICES			2,025.16 004471
7/21/23	00114	7/05/23 INV16191	202307 320-53800-47500	LANDSCAPE MAINT - JUL 23	*	2,456.75	
		7/19/23 INV16354	202307 320-53800-47500	IRRIGATION REPAIRS	*	280.64	
				REW LAWN & IRRIGATION			2,737.39 004472
				FALC FALCON TRACE CWRIGHT			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/21/23	00022	7/04/23 403074	202307 320-53800-47400	SULFURIC ACID/BICARB	*	539.95	
		7/04/23 403170	202307 320-53800-47400	BULK BLEACH	*	825.00	
		7/06/23 403204	202307 320-53800-47400	SULFURIC ACID	*	450.00	
		7/18/23 403614	202307 300-15500-10000	TANK RENTAL FEE	*	30.00	
SPIES POOL, LLC							1,844.95 004473
7/21/23	00090	7/10/23 12744454	202307 300-15500-10000	SECURITY MONITORING AUG23	*	87.40	
SAFE TOUCH SECURITY SYSTEMS							87.40 004474
7/28/23	00090	1/10/23 12369482	202302 320-53800-34500	SECURITY MONITORING FEB23	*	83.90	
		2/10/23 12433822	202303 320-53800-34500	SECURITY MONITORING MAR23	*	83.90	
SAFE TOUCH SECURITY SYSTEMS							167.80 004475
TOTAL FOR BANK A						24,183.08	
TOTAL FOR REGISTER						24,183.08	

SECTION 2

Falcon Trace
Community Development District

Unaudited Financial Reporting
June 30, 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
June 30, 2023

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
<u>Cash:</u>			
Operating Account	\$ 303,141	\$ 170,410	\$ 473,551
<u>Investments:</u>			
State Board Administration	\$ 165,053	\$ -	\$ 165,053
Prepaid Expenses	\$ 114	\$ -	\$ 114
Total Assets	\$ 468,308	\$ 170,410	\$ 638,718
Liabilities:			
Accounts Payable	\$ 1,088	\$ -	\$ 1,088
Total Liabilites	\$ 1,088	\$ -	\$ 1,088
Fund Balance:			
Assigned for:			
Capital Reserves	\$ -	\$ 170,410	\$ 170,410
Nonspendable:			
Deposits and Prepaid Items	\$ 114	\$ -	\$ 114
Unassigned	\$ 467,106	\$ -	\$ 467,106
Total Fund Balances	\$ 467,220	\$ 170,410	\$ 637,630
Total Liabilities & Fund Balance	\$ 468,308	\$ 170,410	\$ 638,718

Falcon Trace
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/23	Thru 06/30/23	Variance
Revenues:				
Maintenance Assessments	\$ 355,855	\$ 355,855	\$ 350,996	\$ (4,859)
Miscellaneous Income	\$ 100	\$ 100	\$ 2,725	\$ 2,625
Interest Income	\$ 100	\$ 100	\$ 6,901	\$ 6,801
Total Revenues	\$ 356,055	\$ 356,055	\$ 360,622	\$ 4,567
Expenditures:				
<u>General & Administrative:</u>				
Supervisors Fees	\$ 8,000	\$ 6,000	\$ 5,600	\$ 400
FICA Expense	\$ 612	\$ 459	\$ 428	\$ 31
Engineering Fees	\$ 1,000	\$ 750	\$ -	\$ 750
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Attorney Fees	\$ 18,800	\$ 14,100	\$ 15,911	\$ (1,811)
Annual Audit	\$ 3,600	\$ 3,600	\$ 2,850	\$ 750
Management Fees	\$ 57,496	\$ 43,122	\$ 43,122	\$ (0)
Information Technology	\$ 1,375	\$ 1,031	\$ 1,031	\$ 0
Website Maintenance	\$ 750	\$ 563	\$ 563	\$ -
Telephone	\$ 50	\$ 38	\$ -	\$ 38
Postage	\$ 800	\$ 600	\$ 107	\$ 493
Printing and Binding	\$ 600	\$ 450	\$ 494	\$ (44)
Insurance	\$ 14,242	\$ 14,242	\$ 12,825	\$ 1,417
Legal Advertising	\$ 2,500	\$ 1,875	\$ 1,825	\$ 50
Contingency	\$ 2,000	\$ 1,500	\$ 132	\$ 1,368
Property Appraiser	\$ 1,000	\$ -	\$ -	\$ -
Office Supplies	\$ 350	\$ 263	\$ 78	\$ 185
Dues, Licenses, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Subtotal General & Administrative	\$ 118,350	\$ 93,767	\$ 90,139	\$ 3,628

Falcon Trace
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/23	Thru 06/30/23	Variance
<u>Operations & Maintenance</u>				
Field Management	\$ 21,547	\$ 16,160	\$ 16,160	\$ (0)
Property Insurance	\$ 10,964	\$ 10,964	\$ 9,991	\$ 973
Pool Staff Payroll	\$ 83,047	\$ 62,285	\$ 50,154	\$ 12,131
Security	\$ 1,500	\$ 1,125	\$ 755	\$ 370
Telephone Expense	\$ 2,880	\$ 2,160	\$ 2,232	\$ (72)
Electric	\$ 18,150	\$ 13,613	\$ 14,834	\$ (1,222)
Irrigation/Water	\$ 14,850	\$ 11,138	\$ 10,245	\$ 892
Lake Maintenance	\$ 10,290	\$ 7,718	\$ 4,000	\$ 3,718
Pest Control	\$ 683	\$ 512	\$ -	\$ 512
Pool Maintenance	\$ 33,902	\$ 25,427	\$ 20,281	\$ 5,146
Grounds Maintenance	\$ 36,071	\$ 27,053	\$ 33,448	\$ (6,395)
General Facility Maintenance	\$ 35,000	\$ 26,250	\$ 15,387	\$ 10,863
Refuse Service	\$ 6,700	\$ 5,025	\$ 7,626	\$ (2,601)
Field Contingency	\$ 6,000	\$ 4,500	\$ 3,016	\$ 1,484
Subtotal Operations & Maintenance	\$ 281,584	\$ 213,929	\$ 188,130	\$ 25,799
Total Expenditures	\$ 399,934	\$ 307,696	\$ 278,269	\$ 29,427
Excess (Deficiency) of Revenues over Expenditures	\$ (43,879)		\$ 82,354	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out) - Capital Reserve	\$ (70,000)	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ (70,000)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (113,879)		\$ 82,354	
Fund Balance - Beginning	\$ 113,879		\$ 384,867	
Fund Balance - Ending	\$ -		\$ 467,220	

Falcon Trace
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/23	Thru 06/30/23	Variance
Revenues				
Interest	\$ 50	\$ 38	\$ 13	\$ (24)
Total Revenues	\$ 50	\$ 38	\$ 13	\$ (24)
Expenditures:				
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	\$ 7,500	\$ -	\$ 7,500
Miscellaneous	\$ 10,000	\$ 7,500	\$ 305	\$ 7,195
Total Expenditures	\$ 35,000	\$ 30,000	\$ 47,065	\$ (17,065)
Excess (Deficiency) of Revenues over Expenditures	\$ (34,950)		\$ (47,051)	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ 70,000	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ 70,000	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 35,050		\$ (47,051)	
Fund Balance - Beginning	\$ 157,080		\$ 217,461	
Fund Balance - Ending	\$ 192,130		\$ 170,410	

Falcon Trace
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	\$ -	\$ 15,601	\$ 75,093	\$ 158,747	\$ 59,530	\$ 20,286	\$ 13,410	\$ 2,661	\$ 5,669	\$ -	\$ -	\$ -	\$ 350,996
Miscellaneous Income	\$ 620	\$ 50	\$ 50	\$ -	\$ -	\$ 530	\$ -	\$ 855	\$ 620	\$ -	\$ -	\$ -	\$ 2,725
Interest Income	\$ 480	\$ 577	\$ 646	\$ 717	\$ 747	\$ 876	\$ 892	\$ 984	\$ 981	\$ -	\$ -	\$ -	\$ 6,901
Total Revenues	\$ 1,100	\$ 16,228	\$ 75,789	\$ 159,463	\$ 60,277	\$ 21,692	\$ 14,303	\$ 4,500	\$ 7,270	\$ -	\$ -	\$ -	\$ 360,622
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ 5,600
FICA Expense	\$ 77	\$ 77	\$ 77	\$ 77	\$ -	\$ 77	\$ -	\$ -	\$ 46	\$ -	\$ -	\$ -	\$ 428
Engineering Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Attorney Fees	\$ 2,097	\$ 750	\$ 1,863	\$ 2,526	\$ 188	\$ 4,497	\$ 984	\$ 2,487	\$ 520	\$ -	\$ -	\$ -	\$ 15,911
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,850
Management Fees	\$ 4,791	\$ 4,791	\$ 4,791	\$ 4,791	\$ 4,791	\$ 4,791	\$ 4,791	\$ 4,791	\$ 4,791	\$ -	\$ -	\$ -	\$ 43,122
Information Technology	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ -	\$ -	\$ -	\$ 1,031
Website Maintenance	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ -	\$ -	\$ -	\$ 563
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 6	\$ 3	\$ 8	\$ 7	\$ 12	\$ 19	\$ 7	\$ 36	\$ 8	\$ -	\$ -	\$ -	\$ 107
Printing and Binding	\$ 0	\$ 29	\$ -	\$ 298	\$ 120	\$ 3	\$ 15	\$ -	\$ 28	\$ -	\$ -	\$ -	\$ 494
Insurance	\$ 12,758	\$ -	\$ 67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,825
Legal Advertising	\$ -	\$ 488	\$ 786	\$ -	\$ -	\$ -	\$ 551	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,825
Contingency	\$ -	\$ 39	\$ 3	\$ -	\$ 18	\$ -	\$ 20	\$ -	\$ 51	\$ -	\$ -	\$ -	\$ 132
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 0	\$ 13	\$ 0	\$ 15	\$ 16	\$ 32	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ 78
Dues, Licenses, & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Subtotal General & Administrative	\$ 26,082	\$ 7,366	\$ 8,771	\$ 8,892	\$ 5,321	\$ 13,447	\$ 6,546	\$ 7,491	\$ 6,223	\$ -	\$ -	\$ -	\$ 90,139
Operations & Maintenance													
Field Management	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ -	\$ -	\$ -	\$ 16,160
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	\$ 10,289	\$ -	\$ -	\$ -	\$ 50,154
Security	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ -	\$ -	\$ -	\$ 755
Telephone Expense	\$ 241	\$ 240	\$ 240	\$ 252	\$ 252	\$ 252	\$ 252	\$ 251	\$ 251	\$ -	\$ -	\$ -	\$ 2,232
Electric	\$ 1,642	\$ 1,525	\$ 1,537	\$ 1,412	\$ 1,742	\$ 1,639	\$ 1,712	\$ 1,721	\$ 1,904	\$ -	\$ -	\$ -	\$ 14,834
Irrigation/Water	\$ 1,063	\$ 1,713	\$ 908	\$ -	\$ 1,106	\$ 2,032	\$ -	\$ 1,301	\$ 2,121	\$ -	\$ -	\$ -	\$ 10,245
Lake Maintenance	\$ 800	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ -	\$ -	\$ -	\$ 4,000
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ 2,798	\$ 1,295	\$ 3,619	\$ 1,983	\$ 2,656	\$ 1,505	\$ 2,237	\$ 2,150	\$ 2,038	\$ -	\$ -	\$ -	\$ 20,281
Grounds Maintenance	\$ 2,457	\$ 2,457	\$ 2,457	\$ 2,457	\$ 4,214	\$ 2,457	\$ 2,457	\$ 12,036	\$ 2,457	\$ -	\$ -	\$ -	\$ 33,448
General Facility Maintenance	\$ 764	\$ 167	\$ 3,778	\$ 245	\$ 2,836	\$ 3,618	\$ 3,432	\$ 355	\$ 193	\$ -	\$ -	\$ -	\$ 15,387
Refuse Service	\$ 816	\$ 820	\$ 825	\$ 820	\$ 794	\$ 795	\$ 785	\$ 988	\$ 984	\$ -	\$ -	\$ -	\$ 7,626
Field Contingency	\$ -	\$ -	\$ 2,916	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,016
Subtotal Operations & Maintenance	\$ 27,148	\$ 13,386	\$ 19,762	\$ 11,721	\$ 18,283	\$ 22,684	\$ 21,229	\$ 31,401	\$ 22,517	\$ -	\$ -	\$ -	\$ 188,130
Total Expenditures	\$ 53,229	\$ 20,752	\$ 28,534	\$ 20,613	\$ 23,604	\$ 36,130	\$ 27,775	\$ 38,892	\$ 28,739	\$ -	\$ -	\$ -	\$ 278,269
Excess Revenues (Expenditures)	\$ (52,129)	\$ (4,524)	\$ 47,255	\$ 138,850	\$ 36,673	\$ (14,438)	\$ (13,473)	\$ (34,392)	\$ (21,469)	\$ -	\$ -	\$ -	\$ 82,354
Other Financing Sources/Uses:													
Transfer In/(Out) - Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (52,129)	\$ (4,524)	\$ 47,255	\$ 138,850	\$ 36,673	\$ (14,438)	\$ (13,473)	\$ (34,392)	\$ (21,469)	\$ -	\$ -	\$ -	\$ 82,354

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&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
06/15/23	13	\$ 5,153.59	\$ -	\$ (21.00)	\$ 536.00	\$ 5,668.59	\$ 5,668.59
TOTAL		\$ 363,633.05	\$ -	\$ (14,841.03)	\$ 2,203.86	\$ 350,995.88	\$ 350,995.88

96% Gross Percent Collected
\$14,936.35 Balance Remaining to Collect

SECTION 3

**BOARD OF SUPERVISORS MEETING DATES FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024**

The Board of Supervisors of the Falcon Trace Community Development District will hold their regular meeting for the Fiscal Year 2024 at Big Hawk Lake Recreation Center, 13600 Hawk Lake Drive, Orlando, FL 32837 at 6:00 P.M. unless otherwise indicated as follows:

October 18, 2023
January 17, 2024
March 20, 2024
May 15, 2024
July 17, 2024
August 21, 2024

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts.

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Governmental Management Services - Central Florida, LLC or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Jason Showe
District Manager
Governmental Management Services
Central Florida, LLC

SECTION C

Falcon Trace CDD

Field Management Report



August 16th, 2023

Jarett Wright

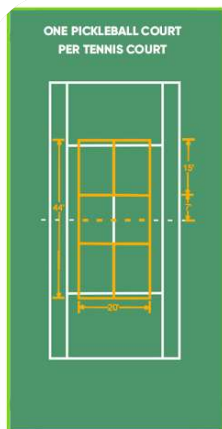
Field Manager

GMS

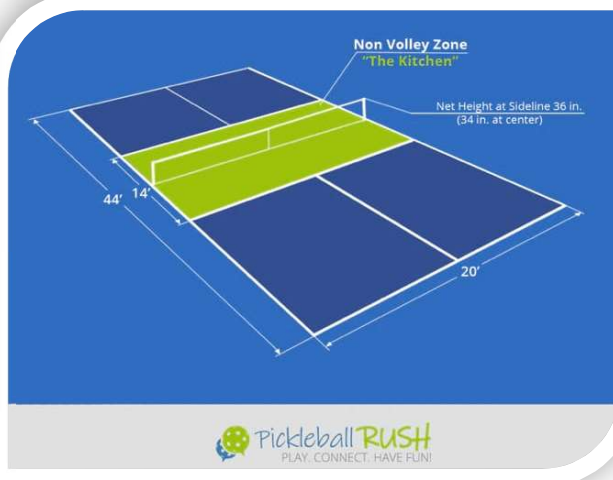
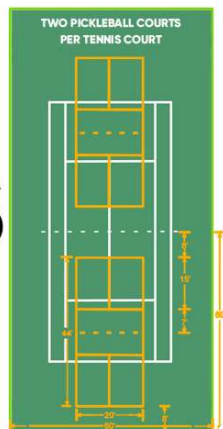
Site Items

Pickleball Court

✚ Due to the increasing popularity of pickleball we recommend converting the tennis court to support both activities.



VS



InProgress

Sporting Fence / Court Update

- ✚ Maglock security is now fully operational.
- ✚ GMS staff installed self-closing springs on both gates to help ensure the gates lock after each use. The basketball court is a larger gate and will require a second spring.



InProgress

Sidewalk Repair

✚ Received proposals 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.



Site Items

Bench Options

- ✚ **Recycled plastic bench with back – 6'. \$862.50 per / \$822.25 with 3+. Recommend installing with a concrete pad.**

Install Cost: \$1559.35 + Bench Cost.

- ✚ **Inground Mount Bench with Back – 6'. \$741.75 per / \$713.00 with 3+.**

Bench legs will be concreted in, no pad necessary. Thermoplastic coating subject to wear and tear. **Install Cost: \$315.00 + Bench Cost.**

- ✚ **Plaza Bench – 6'. \$1,213.25 per / \$1,173.00 for 3+. Metal frame with recycled plastic planks. Recommend installing with a concrete pad.**

Install Cost: \$1559.35 + Bench Cost.



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. Thank you.

Respectfully,
Jarett Wright

SECTION 1

SECTION A

Falcon Trace CDD Landscape Fee Summary

Contractor: BLADE RUNNERS COMMERCIAL LANDSCAPING ORLANDO, LLC

Property: Falcon Trace CDD

Address: 19 N. TEXAS AVENUE ORLANDO, FL 32805

Address: 219 E. Livingston St.

Phone: 407-305-0600

Phone: 407-750-3599

Fax:

Contact: JUAN RAMIREZ

Contact: JWright@gmscfl.com

Email: JUAN@BLADERUNNERSORLANDO.COM

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES													
(Schedule A) -	1,920	1,920	1,920	1,920	1,920	1,920	1,920	1,920	1,920	1,920	1,920	1,920	\$23,040
Mowing/Detailing													
TURF CARE													
(Schedule B)	105	105	105	105	105	105	105	105	105	105	105	105	\$1,260
Bahia/St Augustine Fort													
TREE/SHRUB CARE													
(Schedule C)	60	60	60	60	60	60	60	60	60	60	60	60	\$720
Tree/Shrub Fort													
BED DRESSING - Estimate mulch yds													
(Schedule E - B.)					2,400						2,400		\$4,800
Per Yard Pricing:					Mulch Yds						Mulch Yds		
PALM TRIMMING													
(Schedule E - C.) Per Palm Price:		2,000						2,000					\$4,000
ANNUAL CHANGES - None at this time													
(Schedule E - A.)													\$0
Per Annual Pricing:													
IRRIGATION MAINT.													
(Schedule D)	140	140	140	140	140	140	140	140	140	140	140	140	\$1,680
TOTAL FEE PER MONTH:	\$2,225	\$4,225	\$2,225	\$2,225	\$4,625	\$2,225	\$2,225	\$4,225	\$2,225	\$2,225	\$4,625	\$2,225	\$35,500

Flat Fee Schedule	\$2,958	\$2,958	\$2,958	\$2,958	\$2,958	\$2,958	\$2,958	\$2,958	\$2,958	\$2,958	\$2,958	\$2,958	\$35,500
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Essential Services	\$26,700
Mowing/Detailing/Irrigation/Fert and Pest	
Extra Services	\$8,800
Annual Changes, Palm Pruning, Mulch	
TOTAL	\$35,500.00

SECTION B

Falcon Trace CDD Landscape Fee Summary

Contractor: United Land Services

Address: 6386 Beth Rd. Orlando, FL

Phone: 904-788-9199

Fax:

Contact: Tom Enright

Email: tenright@unitedlandservice.com

Property: Falcon Trace CDD

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

Phone: 407-750-3599

Contact: JWright@gmscfl.com

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing	955	955	1,273	1,273	1,592	1,592	1,592	1,592	1,592	1,273	1,273	955	\$15,918
TURF CARE (Schedule B) Bahia/St Augustine Fert	216	81	460	135	216	135	460	162	216	81	460	81	\$2,706
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert	19	86	29	33	38	29	43	43	29	86	19	24	\$478
BED DRESSING - Estimate mulch yds (Schedule E - B.) <i>Per Yard Pricing: \$50/cy, \$8/bale</i>					3,730 <i>55cy, 60 bale</i>						3,730 <i>55cy, 60 bale</i>		\$7,460
PALM TRIMMING (Schedule E - C.) <i>Per Palm Price:</i> <i>\$50 Washingtonian,</i>		1,700						1,700					\$3,400
ANNUAL CHANGES - None at this time (Schedule E - A.) <i>Per Annual Pricing:</i>													\$0
IRRIGATION MAINT. (Schedule D)	162	162	162	162	162	162	162	162	162	162	162	162	\$1,944
TOTAL FEE PER MONTH:	\$1,353	\$2,984	\$1,924	\$1,604	\$5,738	\$1,918	\$2,257	\$3,659	\$1,999	\$1,603	\$5,645	\$1,222	\$31,906

Flat Fee Schedule	\$2,659	\$2,659	\$2,659	\$2,659	\$2,659	\$2,659	\$2,659	\$2,659	\$2,659	\$2,659	\$2,659	\$2,659	\$31,906
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$21,046
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Extra Services Annual Changes, Palm Pruning, Mulch	\$10,860
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TOTAL	\$31,905.60
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SECTION C

Falcon Trace CDD Landscape Fee Summary

Contractor: Yellowstone Landscape

Address: 1773 Business Center Lane,

Kissimmee, FL 34758

Phone: 407-396-0529

Fax: 352-396-2023

Contact: Nicole Ailes

Email: nailes@yellowstonelandscape.com

Property: Falcon Trace CDD

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

Phone: 407-750-3599

Contact: JWright@gmscfl.com

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing	1,998	1,998	1,998	1,998	1,998	1,998	1,998	1,998	1,998	1,998	1,998	1,998	\$23,976
TURF CARE (Schedule B) Bahia/St Augustine Fert	115	115	115	115	115	115	115	115	115	115	115	115	\$1,380
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert	80	80	80	80	80	80	80	80	80	80	80	80	\$960
BED DRESSING - Estimate mulch yds (Schedule E - B.) <i>Per Yard Pricing: \$52</i>					2,600 <i>50 CY</i>						2,600 <i>50 CY</i>		\$5,200
PALM TRIMMING (Schedule E - C.) <i>Per Palm Price: \$48-62</i>		1,920						2,208					\$4,128
ANNUAL CHANGES - <i>None at this time</i> (Schedule E - A.) <i>Per Annual Pricing:</i>													\$0
IRRIGATION MAINT. (Schedule D)	180	180	180	180	180	180	180	180	180	180	180	180	\$2,160
TOTAL FEE PER MONTH:	\$2,373	\$4,293	\$2,373	\$2,373	\$4,973	\$2,373	\$2,373	\$4,581	\$2,373	\$2,373	\$4,973	\$2,373	\$37,804

Flat Fee Schedule	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$37,804
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Essential Services Mowing/Detailing/Irrigation/Fert and F	\$28,476
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Extra Services Annual Changes, Palm Pruning, Mulc	\$9,328
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TOTAL	\$37,804.00
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SECTION 2

to be provided under separate cover

SECTION 3

Proposal # 1143

8/16/2023



Governmental
Management Services, LLC
Central Florida

Maintenance Services
Phone: 407-750-3599
Email:
JWright@gmscfl.com

TO:
Falcon Trace CDD
13600 Hawk Lake Dr, Orlando, FL, 32837

Prepared By:
Governmental Management Services- CF,
LLC
219 E. Livingston Street
Orlando, FL 32801

Job name and Description

Tennis Court Painting

-Two GMS staff members will lower the tennis court net to 32" and paint yellow regulation lines in order to convert the tennis court to be able to also support pickleball.

Qty	Description	Unit Price	Line Total
1	Mobilization	\$65.00	\$65.00
	Equipment	\$30.00	\$30.00
	Materials	\$150.00	\$150.00
10	Labor	\$47.50	\$570.00
Total Due:			\$815.00

All proposals are valid for 30 days from date of completion.

Thank You!

Client: _____

SECTION 4

SECTION A

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
Subtotal	\$2,392.97
Discount	\$239.30
Fuel Surcharge	\$99.00
Contract Price	\$2,252.67

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 warranted. 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 _____

SECTION B



Prepared by:
Matt Kupic
matt.kupic@lregsi.com

LRE Foundation Repair, LLC
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License# CBC1256398

Prepared for:
Jarett Wright Falcon Trace CDD
jwright@gmscfl.com
P (407) 750-3599

Job location:
13600 Hawk Lake Dr
Orlando, FL 32837

Prepared on:
7-19-23

Project Summary

Lift and Level	\$1,844.29
Total Investment	\$1,844.29
Total Contract Price	\$1,844.29
Deposit Required - 25%	\$461.07
Deposit Paid	\$461.07
Amount Due Upon Installation	\$1,383.22

Customer Consent

_____ **Date** _____

Customer Consent

Customer understands that after the three day rescind period from the date the contract is signed, a 25% non-refundable restocking fee will apply. If additional post-repair settling or damage occurs that is the result of sinkhole activity, any warranties offered, expressed or implied would be null and void. If final payment is not received, any warranties offered, expressed or implied would be null and void. My signature indicates that I have reviewed and accepted the terms within this contract including the Limited Warranty and Rescind Contract page(s). The prices proposed, specifications, and conditions are satisfactory and are hereby accepted. Deposit due prior to mobilization, remaining balance due upon completion of project. Remaining balances will be charged 1.5% monthly interest. L.R.E. reserves the right to cancel the contract at any time. *THIS PROPOSAL, INCLUDING PRICING, IS GOOD FOR ONLY THIRTY (30) DAYS FROM THE DATE OF PREPARATION. By signing any forms or agreements provided to you by LRE, you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature and their binding effect.

Customer Signature _____ **Date** _____

Customer acknowledges that lift is likely, but not guaranteed.

Initial _____

I have reviewed and accepted all pages within this contract.

Initial _____

Job Details

Contractor to stabilize and attempt to lift 5 sidewalk slabs

Job Details (Continued)

Specifications

Poly Mobilization

Install PolyLEVEL to stabilize concrete and attempt to lift as indicated on job drawing. Lift is not guaranteed.

Contractor Will

- 1.) Attempt to lift the foundation, but is not responsible for cosmetic damage that may result. (Achieving lift is not guaranteed)
- 2.) Contact and have the proper, necessary local and state authorities locate all public underground utilities prior to start of work.
- 3.) Provide coordination with engineering company in regards to their report(s) and material used in drafting said report(s).
- 4.) Attempt to lift, but is not guaranteed. Grinding may be needed, but authorization will be requested to grind if lift is not achieved.
- 5.) LRE is licensed, bonded, and insured for all work performed.
- 6.) LRE will inject a two-part polyurethane material to compact soils, fill voids, and stabilize.

Customer Will

- 1.) Be responsible for removal and replacement of any landscaping and/or sod that is in the work area.
- 2.) Move items at least 10 feet away from the work area.
- 3.) Mark any private utilities that may be hidden underground.
- 4.) Water supply within 100 feet of the work area.
- 5.) Site access to the work area.
- 6.) Pay balance upon completion of each individual project on the final day of installation.
- 7.) Customer acknowledges that foundation piers were proposed and are the recommended solution for settlement.

Additional Notes

Any associated fees/costs for the removal and/or replacement of personal contents and/or obstructions (including but not limited to) - furniture, appliances, cabinets, fixtures, floor coverings, HVAC, pool pumps, screen enclosures, low overhead clearances and pavers are not included in this proposal unless otherwise noted. This work should be performed by contractor(s) who specialize in these areas/ specialty trades.

LRE Foundation Repair, LLC. will provide customer with a "Contractor's or Supplier's Final Waiver of Lien" upon payment of final invoice. Due to engineering tests/reports and permitting processes, it can take up to a total of 12 weeks for LRE to complete Pier-related projects. We cannot guarantee a specific installation date or timeframe unless otherwise noted.

Product List

Lift and Level

Poly Mobilization - Zone 2	1
PolyLEVEL	1 areas

Lift and Level - Areas

Area Title	LxWxD	Lbs	Location	Notes
Sidewalk Repair Lifting	40x4x1	51	Street sidewalk	

Limited Warranty

GENERAL CONDITIONS

Customer will provide LRE Foundation Repair, LLC, with site access to the work area and water supply within 100 feet of the work area. LRE will contact and have the proper, necessary local and state authorities locate all known underground utilities prior to start of work. If applicable, L.R.E. will provide coordination with the engineering company in regards to their report(s) and material used in drafting said report(s).

LIABILITY

LRE will perform the repair program based on the outline above in coordination and cooperation with the Engineer of Record and / or their representative will monitor, if one is required for the completion of the project. Customer agrees that a representative from the Engineer of Record will be present and/or monitor LRE's performance at all times and LRE will not be held responsible if said representative is not present and/or monitor LRE's performance at any time during LRE's work being requested by Customer.

CHANGE ORDERS

This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement. LRE Foundation Repair, LLC., reserves the right to request change orders for extra work required as a result of conditions unforeseen based on the original information obtained during the proposal stage. Grout quantities are very difficult, if not impossible to accurately predict. Customer will be responsible for any additional costs associated with such written change orders.

DISCLOSURE

Customer certifies that all actual or constructive knowledge of any and all certain conditions and information known only to the Customer concerning the subject property has been communicated and/or shared with both the Engineer of Record (where applicable) and LRE., and said knowledge is true and complete and to the best of the Customer's knowledge prior to LRE's mobilization and/or performance. If the Customer shall fail to disclose and/or communicate any latent conditions, then Customer shall inform both the Engineer of Record and LRE as soon as it is practicable. If the Customer shall fail to disclose any known latent condition that could not otherwise be revealed upon a reasonable inspection or discovery by any outside entity, LRE shall not be held liable for any damage(s) that said failure should produce during or after LRE work is completed. This disclosure shall in no way be considered a substitute for any entity to do their own independent professional inspections and environmental tests connected to the Customer's property and any and all entities are encouraged to check all reasonable known public records pertaining to the Customer's property. Any knowingly false or incomplete statement given by the Customer to LRE may subject the Customer to claims, legal or otherwise, by LRE.

CONFIDENTIALITY

LRE requests that this proposal remains confidential and is for the sole use of whom it is addressed and isolated only to the project referenced.

OPPORTUNITY TO CURE

The client must provide LRE Foundation Repair, LLC. with reasonable notice of any alleged deficiencies in performance and give LRE the first and reasonable opportunity to cure any alleged defect in performance. Expenses incurred will be the sole responsibility of the customer, if LRE is denied the first opportunity to cure. Customer is required to notify LRE in writing of any and all unsatisfactory performance/repair issues before final invoice is sent to Customer by LRE. Customer is required to notify LRE in writing of any and all unsatisfactory performance/repair issues before final invoice is sent to Customer by LRE. The Customer must submit this notification in writing via e-mail and/or certified mail to 1115 South Main Street / Brooksville, FL 34601. LRE will always do its best to remedy any outstanding issues. Regardless of outcome, this does not relinquish the customer's obligation to make timely final payment.

INSURANCE

LRE maintains all necessary insurance coverage's including, but not limited to, automobile liability, comprehensive general liability and workmen's compensation.

GOVERNING LAW

This Agreement shall be construed under and in accord with the laws of the State of Florida. Unless otherwise stated, any legal proceedings against the customer related to this agreement, including but not limited to collection and lien foreclosure actions, venue shall be in Hernando County, Florida, if possible.

SUCCESSORS

This Proposal shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

SEVERABILITY

In any case where one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

NO ASSIGNMENT

Customer may not assign this Agreement or any interest herein without LRE's express prior written consent.

LIMITATIONS

The program does not address the problem of shrink/swell materials (clay). This material is highly subjected to volume changes due to climatic conditions such as drought and heavy rainfall. These types of conditions are beyond the scope of this program. Work, which has not been addressed in this proposal, will not be included as LRE's responsibility. PolyLevel, while likely to succeed in lifting, it is not guaranteed to lift. Final location of pier(s) is subject to field conditions. Proposal for piers assumes footings are no more than 2' below grade, 8" from foundation wall or 16" thick. If not, additional charges will occur through a change order, unless otherwise noted. If cracked footings are observed during underpinning, additional piers or steel plates may be necessary and handled as a change order per customer's permission. Concrete removal to access the pile/pier location is an additional charge unless otherwise noted. Attempt to lift foundation, ability to lift foundation is subject to field conditions and restoring to original position is not guaranteed. Not responsible for any additional damage. Should LRE mobilize to the property after notifying the customer of the scheduled date and on the day of installation the customer requests to cancel or change the installation date, LRE reserves the right to charge a remobilization fee.

Limited Warranty (Continued)

NOTICES

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

PAYMENT AUTHORIZATION

Customer gives their authorization to have LRE Foundation Repair, LLC's paid directly from the insurance carrier as a result of a Homeowner's Claim being filed. Should funds be released to a lending institution on record as a result of such insurance claim, Customer gives their authorization that LRE be named as a party on all payments released by the insurance company and/or lending institution for their services, including labor and/or materials supplied, pursuant to this agreement. The undersigned also transfers and assigns to LRE Foundation Repair, LLC's claim to the proceeds from the insurance company, if applicable, and/or lending institution, for the full amount owed to LRE based on their final invoice.

PAYMENT TERMS

Subject to the terms set forth hereinafter, payment is due in full immediately upon completion of the individual project. If the Customer is in possession or come into possession of the insurance proceeds before mobilization, 50% of the contract amount is due at the time of mobilization. All "private pay" customers will be subject to a deposit of 25% of the contract amount due at the time of signing. Should the insurance proceeds be held in a restricted escrow account with the Customer's mortgage company, bank, or other institution, a first release or 50% of the proceeds is to be released to LRE at time of mobilization. Payment will not be considered made until all the funds owed to LRE have been released to LRE by all additional named payees, if any. Interest on balances over ten (10) days will be charged at 1.5 % per month. Should payment not be received upon completion of your project, LRE reserves the right to proceed to enforce its statutory construction lien rights against the Customer's property. Should any payment not be received when due, the Customer shall be liable for the costs of collection, including attorney's fees, paid or incurred by LRE as a consequence of such non-payment, whether or not suit is brought. Notwithstanding any term of this Agreement to the contrary, it is fully understood and agreed that the Customer is personally, primarily and unconditionally responsible for timely payment to LRE upon performance of any labor, services and/or materials provided pursuant to the terms and conditions of this Agreement regardless of any pending or future claim(s) or request(s) filed by the Customer with their insurance company authorizing the utilization of any insurance proceeds in satisfaction, whether in whole or in part, of the Customer's obligation to LRE under this Agreement. Customer is required to notify LRE in writing of any and all unsatisfactory performance/repair issues before final invoice is sent to Customer by LRE. The Customer must submit this notification in writing via e-mail and/or certified mail to 1115 South Main Street / Brooksville, FL 34601. LRE will always do its best to remedy any outstanding issues. Regardless of outcome, this does not relinquish the customer's obligation to make timely final payment.

The fees proposed remain in effect for thirty (30) days from the date of this proposal only. Prices are subject to change thereafter according to market fluctuations.

INSURANCE DEDUCTIBLE REQUIREMENTS

In the State of Florida, insurance companies are allowed to offer sinkhole coverage as a separate coverage within their homeowners' insurance program, (Florida Statute 627.706). Within the separate sinkhole coverage, as with most all insurance policies, there may be a deductible involved which requires the homeowner to pay the initial cost of the repair program before the insurance company assumes the remainder of the costs. It is the customer's sole financial responsibility to determine their deductible requirements prior to entering into a contract for repair services. The customer agrees to review their homeowners' insurance policy involved with the claim that will establish the presence of a deductible. Once deductible amount has been determined, Customer agrees to pay to LRE Foundation Repair, LLC the deductible amount prior to the commencement of the repair program.

CONTRACT AGREEMENT

In addition to all preceding pages, and all following addendums, its attached conditions, terms and lien law page, this contract shall represent the acceptance and agreement of all Terms and Conditions and Scope of Work descriptions contained therein. Upon receipt of authorization, indicated by your signature, this proposal IS A CONTRACT between LRE Foundation Repair, LLC and the undersigned customer indicated below.

FINAL AGREEMENT

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof.

TERMINATION FOR CAUSE BY LRE

LRE may, without prejudice to any other right or remedy available to LRE, and upon written notice to Owner, terminate this Agreement, in whole or part, if any of the following occur:

- 1) Owner is named as a debtor in any bankruptcy proceeding, or a foreclosure action is initiated against the real property that is subject of this Agreement;
- 2) If the subject real property or any interest therein is sold to any person who is not a party to this Agreement, whether before or after work has commenced;
- 3) A receiver is appointed for Owner for any real property that is subject of this Agreement;
- 4) Owner refuses, fails, or is unable to make timely payment(s) for the work, services or labor provided;
- 5) Owner fails to timely perform any of its obligations under or is in violation of or in default under any provision of this Agreement.
- 6) Owner delays the project over 120 days from contract signing. If owner delays project more than 120 days, LRE will keep any deposits paid.

The rights or remedies provided to LRE in this paragraph are in addition to, and not in place of, any other rights or remedies available to LRE under this Agreement or at law or in equity. In the event of a breach of this Agreement by Owner, and whether or not this Agreement is terminated by LRE, Owner will be liable for all damages, losses, costs, and expenses incurred by LRE as a result of Owner's breach. The termination or expiration of this Agreement for whatever reason, in accordance with the provisions hereunder, shall not prejudice or affect any accrued rights or claims of LRE, as provided for in this Agreement.

INDEMNIFICATION CLAUSE

Client assumes all responsibility for damages due to breakage of any hidden fuel lines, utility lines, irrigation lines, pool plumbing and/or exterior or interior cosmetic or structural damage due to the stabilization process, though we will do our best to avoid such damage.

Limited Warranty (Continued)

3 YEAR POLYLEVEL WARRANTY

LRE's 3-year limited transferable PolyLEVEL warranty gives you that peace of mind by providing our customers the assurance that our word is as reliable as our work.

What Does My Warranty Cover?

In our quest to provide a superior level of protection to all of our customers, LRE offers this 3-year limited transferable PolyLEVEL warranty, which commences the day LRE completes the project. LRE Foundation Repair, LLC is fully licensed, bonded and insured. If you wish to verify LRE's credentials and A+ standing with the Better Business Bureau, we encourage you to visit SunBiz.org and BBB.org. LRE's PolyLEVEL warranty covers its labor, materials and workmanship as it relates to its PolyLEVEL services.

What Does My Warranty Not Cover?

This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) system damage caused by Customer's negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage; 10) heave or any damages caused by it; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.

What is the Coverage Period for My Warranty?

Coverage under LRE's warranty lasts 3 years from the date LRE completes the repairs on the property. This is a 3-year limited transferable warranty, so whether you decide to remain on your property or eventually move, the property is warranted for a 3-year period. The two main components of these obligations include: 1. the new property owner(s) notifying LRE of the transfer of title to property. 2. producing the original signed contract and warranty documentation, all within 30 calendar days of the transfer of the title to property.

What will LRE do to Correct Any Problems with Products and/or Workmanship?

To obtain service under this warranty, call LRE's customer service department at 1-800-580-0229. LRE reserves the right to investigate its work and/or remedy an issue(s) as it relates to the services/products that are warranted. If we determine that additional damage has occurred due to a material defect in the workmanship, LRE will carry out additional repairs and/or replace products free of charge, not to exceed original cost of repairs completed by LRE.

GENERAL WARRANTY TERMS AND CONDITIONS

Standard Exclusions As Permitted By Law – This Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of the contractor (LRE Foundation Repair, LLC.) to the customer identified below. There are no other written or verbal warranties, no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

General Terms – For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor's workers are fully covered by Worker's Compensation Insurance.

PolyLEVEL – For concrete slab raised with PolyLEVEL manufactured by Supportworks, Contractor warrants that the area where the slab of concrete was lifted will not settle more than 1/2 inch for a period of three years from the date of installation. If it does, Contractor will provide the labor and materials to re-level the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. This Warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.

Exclusions from this Warranty – This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) system damage caused by Customer's negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage; 10) heave or any damages caused by it; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.

Items For Which Customer is Responsible – Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any finish carpentry, painting, paneling, landscaping, etc., that may be necessary after Contractor's work is finished; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) maintaining positive drainage away from repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s); 8) maintaining proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract.

LRE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY.

Limited Warranty (Continued)

3 YEAR POLYLEVEL WARRANTY

LRE's 3-year limited transferable PolyLEVEL warranty gives you that peace of mind by providing our customers the assurance that our word is as reliable as our work.

What Does My Warranty Cover?

In our quest to provide a superior level of protection to all of our customers, LRE offers this 3-year limited transferable PolyLEVEL warranty, which commences the day LRE completes the project. LRE Foundation Repair, LLC is fully licensed, bonded and insured. If you wish to verify LRE's credentials and A+ standing with the Better Business Bureau, we encourage you to visit SunBiz.org and BBB.org. LRE's PolyLEVEL warranty covers its labor, materials and workmanship as it relates to its PolyLEVEL services.

What Does My Warranty Not Cover?

This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) system damage caused by Customer's negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage; 10) heave or any damages caused by it; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.

What is the Coverage Period for My Warranty?

Coverage under LRE's warranty lasts 3 years from the date LRE completes the repairs on the property. This is a 3-year limited transferable warranty, so whether you decide to remain on your property or eventually move, the property is warranted for a 3-year period. The two main components of these obligations include: 1. the new property owner(s) notifying LRE of the transfer of title to property. 2. producing the original signed contract and warranty documentation, all within 30 calendar days of the transfer of the title to property.

What will LRE do to Correct Any Problems with Products and/or Workmanship?

To obtain service under this warranty, call LRE's customer service department at 1-800-580-0229. LRE reserves the right to investigate its work and/or remedy an issue(s) as it relates to the services/products that are warranted. If we determine that additional damage has occurred due to a material defect in the workmanship, LRE will carry out additional repairs and/or replace products free of charge, not to exceed original cost of repairs completed by LRE.

Limited Warranty (Continued)

5 YEAR DEEP INJECTION WARRANTY

What Does My Warranty Cover?

In our quest to provide a superior level of protection to all of our customers, LRE offers this 5-year limited, transferable soil stabilization warranty, which commences the day LRE completes the project.

Not only is this warranty the most comprehensive of its kind in the soil stabilization industry, LRE Foundation Repair, LLC. is also fully licensed, bonded and insured. If you wish to verify LRE's credentials and A+ standing with the Better Business Bureau, we encourage you to visit SunBiz.org and BBB.org.

LRE's soil stabilization warranty covers its labor, materials and workmanship as it relates to soil stabilization services, specifically Chemical Grouting.

What Does My Warranty Not Cover?

LRE is not responsible for damages caused by "Acts of God," including, but not limited to: hurricanes, earthquakes, fire, flooding, mold, ground subsidence, soil erosion, expansive clays, organics or any other type of natural disaster. This warranty does not cover negligence as it may relate to buried debris. In addition, this warranty does not cover grout supplied by cement companies or the repair plans created and recommended by geological or structural engineers since LRE is required to follow the professional recommendations of these entities.

What is the Coverage Period for My Warranty?

Coverage under LRE's warranty lasts 5 years from the date LRE completes the repairs on the property. This is a 5-year limited, transferable warranty, so whether you decide to remain on your property or eventually move, the property is warranted for a 5-year period. The two main components of these obligations include: 1. the new property owner(s) notifying LRE of the transfer of title to property. 2. producing the original signed contract and warranty documentation, all within 30 calendar days of the transfer of the title to property.

What will LRE do to Correct Any Problems with Products and/or Workmanship?

To obtain service under this warranty, call LRE Foundation Repair, LLC.'s customer care department at 1-800-580-0229. LRE reserves the right to investigate its work and/or remedy an issue(s) as it relates to the

services/products that are warranted. If we determine that additional damage has occurred due to a material defect in the workmanship, LRE will carry out additional repairs and/or replace products free of charge, not to exceed original cost of repairs completed by LRE.

Standard Exclusions As Permitted By Law – This LRE Foundation Repair, LLC. 5-Year Limited Transferable Warranty (the "Warranty") is made in lieu of and excludes all other warranties, and all other obligations on the part of LRE Foundation Repair, LLC. ("LRE") to you and is the exclusive remedy on the part of LRE to the Owner. The only exception is the 5-year limited, transferrable warranty that LRE offers for its Construction/Restoration services, if applicable. There are no other written or verbal warranties, no warranties which extend beyond the description on the face hereof, and NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

General Terms – This warranty commences when LRE has completed the soil stabilization portion of the project. The Warranty is in effect if you have paid for LRE's services in full and, alternatively, is null and void if you did not pay for LRE's services in full. The 5-Year Limited Transferrable Warranty is transferable to any new property owner(s) as long as two obligations are met: 1. the new property owner(s) notifies LRE in writing of the transfer of title to property. 2. the new property owner(s) produces the original signed contract and warranty documentation, all within 30 calendar days of the transfer of the title to property.

The soil stabilization services ("Work") provided by LRE pursuant to the agreement with the Owner are warranted, subject to limitations and exclusions in this warranty document, against any material defect in workmanship for a term of 5 years from the date LRE completes the work. For the purposes of this Warranty, a material defect in workmanship of the soil stabilization work shall only occur in the event the Owner's dwelling experiences structural damages within 5 years from the date the work is completed by LRE and such structural damage is the result of a material defect in workmanship of the soil stabilization work.

For the purposes of this Limited Warranty, "structural damage" shall mean that the Owner's dwelling has experienced a. interior floor displacement or deflection in excess of acceptable variance as defined in ACI117-80 or the Florida Building Code, which results in settlement-related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code. b. foundation displacement or deflection in excess of acceptable variances as defined in ACI318-85 of the Florida Building Code, which results in settlement-related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or systems exceeds one and one third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose or location. c. damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base as defined within the Florida Building Code; or d. damage that results in the building, or any portion of the building containing primary structural members or primary structural systems being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the shear plane necessary for the purpose of supporting such building as defined within the Florida Building Code. In the event that the Owner believes there is a material defect in the workmanship of the work performed, the Owner shall promptly notify LRE in writing of alleged material defect. The owner must retain, at their own expense, an independent engineer professional to submit a written report for LRE's review and subsequent submission by LRE to the original engineer of record or an engineer of LRE's choosing, in order to determine the cause of the alleged material defect in the workmanship of the work. For this Limited Warranty to apply, the original engineer of record or the engineer chosen by LRE must find that a material defect in workmanship of the work performed by LRE exists and that such defect was a result of the material defect in the workmanship of the work provided by LRE. The Owner's exclusive remedy pursuant to this Limited Warranty and LRE's only liability shall be for LRE to repair the material defect in the workmanship of the work at no cost to the Owner; provided, however, in no event shall the value of the services, labor and materials provided pursuant to this Limited Warranty exceed the original contract price for the work provided by LRE.

Notwithstanding any other provisions contained in this Limited Warranty or the agreement with the Owner, this Limited Warranty does not, and shall not apply to or include any movement, defects and/or damages related to or arising out of acts of God, including, but not limited to: hurricanes, earthquakes, fire, flood, mold, wind, ground subsidence, soil, soil erosion, expansive clays, organics or any other type of natural disaster. In addition, LRE is not responsible for any manmade condition, including, any subsidence or soil that was not repaired by LRE, any subsidence or soils on any adjacent property, any existing concrete foundation, slab, wall and/or footing which is defective, insufficient or inadequate in width, thickness, structural integrity and/or strength, any act, negligence, error, omission or condition caused by anyone other than LRE, any error, omission or defect in any design, engineering or testing by Owner, the Owner's agents or contractors or professionals, including without limitation any engineer or architect, failure of, defects in, or the inadequacy of any existing movements, construction, materials and/or repairs; and, any unknown or hidden conditions. THIS WARRANTY IS NULL AND VOID UNLESS SIGNED BY A CORPORATE OFFICER FROM LRE FOUNDATION REPAIR, LLC. LRE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY.

Limited Warranty (Continued)

GENERAL WARRANTY TERMS AND CONDITIONS

Standard Exclusions As Permitted By Law – This Limited Warranty (“Warranty”) is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of the contractor (LRE Foundation Repair, LLC.) to the customer identified below. There are no other written or verbal warranties, no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

General Terms – For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer’s warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor’s workers are fully covered by Worker’s Compensation Insurance.

PolyLEVEL – For concrete slab raised with PolyLEVEL manufactured by Supportworks, Contractor warrants that the area where the slab of concrete was lifted will not settle more than 1/2 inch for a period of three years from the date of installation. If it does, Contractor will provide the labor and materials to re-level the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. This Warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.

Exclusions from this Warranty – This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) system damage caused by Customer’s negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage; 10) heave or any damages caused by it; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.

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L.R.E. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY.

Construction Lien Law and Rescind Contract Terms

CONSTRUCTION LIEN LAW INFORMATION

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

RESCIND CONTRACT TERMS

The 1968 Truth in Lending Act and the 1969 Federal Reserve Board Regulation Z Rules under the Consumer Credit Protection Act gives property OWNERS a three day cancellation / rescission right. By signing and dating the contract below, you, the Homeowner(s), understand that you may cancel this transaction without any penalty or obligation, within three business days from the date signed below. Your written cancellation must be postmarked no later than midnight of the third business day after the contract date below. However, if this agreement should be breached or cancelled after the allotted timeframe aforementioned, we, the Contractor, are entitled to recovering any and all applicable fees, which include, but are not limited to, documenting fees, labor, travel, or equipment, to complete any portion of the contract, equaling 25% of the contract's value. Additionally, LRE will not be held liable for any cost, expense or compromise incurred by legal action associated with the breach of contract.

SECTION C



QUOTE #3579

SENT ON:

Jul 18, 2023

RECIPIENT:

Falcon Trace CDD

13600 Hawk Lake Drive
Orlando, Florida 32837
Phone: (407) 750-3599

SENDER:

Ram Jack

Corporate Office for FL, TN, LA, GA & SC
2075 U.S. Highway 21 S
Ridgeway, South Carolina 29130

Phone: 8667353085

Email: info@ramjackse.com

Website: www.ramjackse.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
This RamJack Florida Project Qualifies for GreenSky financing!	12 Months Same as Cash, no payments, no interest or 6.99 fixed interest loan for 60, 84 or 120 months. Apply through GreenSky today! 1) Apply through the GreenSky mobile app, online (ask your Consultant for Link) or call (866) 936-0602 2) Provide the Merchant ID 81052481 3) Provide the Greensky Plan number and requested loan amount. Plan #2521 12 Month No Interest No Payment Plan #2716 60 Months 6.99 Fixed Interest Loan Plan #2716 84 Months 6.99 Fixed Interest Loan Plan #2736 120 Months 6.99 Fixed Interest Loan	1	\$0.00	\$0.00*
Polyurethane Foam Injection (3)	Attempt Lift	200	\$15.00	\$3,000.00*
Mobilization		1	\$750.00	\$750.00

A non refundable payment of \$750.00 will be required up front for mobilization, permits and third party engineering fees.



QUOTE #3579

SENT ON:

Jul 18, 2023

Total

\$3,750.00

* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change. This is a bid before final agreements, if pricing is accepted Ram Jack will issue full contractual documents and warranties for your signature.

Signature: _____ Date: _____