

***Falcon Trace
Community Development District***

Agenda

October 18, 2023

AGENDA

Falcon Trace

Community Development District

219 East Livingston Street, Orlando, FL 32801

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

October 10, 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, October 18, 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 August 16, 2023 Board of Supervisors Meeting
4. Staff Reports
 - A. Attorney
 - B. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - C. Field Manager's Report
 - i. Ratification of Aquatic Weed Maintenance Services Agreement- Aquatic Weed Management, Inc.
 - ii. Consideration of Agreement for Pool Maintenance with Roberts Pools
 - iii. Discussion of Proposals for Bench Installation
 - iv. Discussion of Proposals for Parking Lot Sealing
 - a. PotHole Heroes
 - b. Rose Paving
 - c. D&C Parking Lot Maintenance
 - D. Amenity Manager Report
5. Supervisor's Requests
6. 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, **August 16, 2023** at 6:00 p.m. at the Big Hawk Lake Recreational Center, 13600 Hawk Lake Drive, Orlando, Florida.

Present and constituting a quorum were:

Sara Hurst
Carole Miller
Sue Marchesi Baron
Perry Shaikh

Chairperson
Vice Chairperson
Assistant Secretary
Assistant Secretary

Also Present were:

Jason Showe
Kate John
Jarett Wright
Marcia Calleja

District Manager
District Counsel *by telephone*
Field Operations
CALM

The following is a summary of the discussions and actions taken at the August 16, 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 July 19, 2023
Board of Supervisors Meeting**

Ms. Hurst moved to approve the minutes of the July 19, 2023 meeting as amended. Ms. Miller seconded the motion. The motion passed on the following roll call vote:
Ms. Hurst yes.
Mr. Shaikh yes.
Ms. Baron yes.
Ms. Miller yes.

FOURTH ORDER OF BUSINESS

Public Hearing

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

A. Consideration of Resolution 2023-07 Adopting the Fiscal Year 2024 Budget and Relating to Annual Appropriations

Mr. Showe stated Resolution 2023-07 adopts the fiscal year 2024 budget, there are no assessment increases. We expect about \$200,000 in the capital projects fund at the end of the next fiscal year.

No members of the public were present to provide comment.

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

B. Consideration of Resolution 2023-08 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Showe stated Resolution 2023-08 is the second part of the budget process and attached to this resolution will be the budget you just adopted and the assessment roll and this is what gets transmitted to the Orange County tax collector and those assessments will be on the individual property tax bills.

There are no members of the public present to provide comment.

Ms. Hurst stated I thought we had one homeowner who prepaid.

Mr. Showe stated they prepaid the debt service so they only get the O&M assessment on their tax bill.

Ms. Hurst moved to approve Resolution 2023-08. Ms. Miller seconded the motion. The motion passed on the following roll call vote:
Ms. Hurst yes.
Mr. Shaikh yes.
Ms. Baron yes.
Ms. Miller yes.

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

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Manager

i. Approval of Check Register

Mr. Shaikh asked when do we have an opportunity to look at the invoices?

Mr. Showe responded those are sent out with the agenda package.

Mr. Shaikh asked who evaluates the invoice?

Mr. Showe responded whichever staff member is responsible for the work, in many cases it is Jarett, he will review the invoice and make sure the work has been completed and that it is in accordance with our contract.

Ms. Miller stated every project we entertain we look at it, it is documented, we approve it and then the field staff ensures the work is done.

Ms. Miller 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 yes.
Ms. Baron yes.
Ms. Miller yes.

iii. Balance Sheet and Income Statement

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

iv. Review of Fiscal Year 2024 Meeting Schedule

Mr. Showe stated we kept the same meeting schedule and included that in the agenda package.

Ms. Hurst moved to approve the fiscal year 2024 meeting schedule. Ms. Baron seconded the motion. The motion passed on the following roll call vote:
Ms. Hurst yes.
Mr. Shaikh yes.
Ms. Baron yes.
Ms. Miller yes.

C. Field Manager's Report

Mr. Wright gave an overview of the field manager's report, copy of which was included in the agenda package and the board discussed the types, size, and proposed locations of benches.

- i. Consideration of Fiscal Year 2024 Landscape Maintenance Proposals**
 - a. Blade Runners**
 - b. United Land**
 - c. Yellowstone Landscaping**

Mr. Wright presented the landscape maintenance proposals and after discussion the board took the following action.

Ms. Hurst moved to approve the landscape maintenance proposal from Blade Runners. Ms. Miller seconded the motion. The motion passed on the following roll call vote:
Ms. Hurst yes.
Mr. Shaikh yes.
Ms. Baron yes.
Ms. Miller yes.

Mr. Showe stated we will work with counsel on getting the agreement drafted and we will follow-up with our current vendor to make sure they are aware of the timing.

- ii. Consideration of Fiscal Year 2024 Agreement Renewal with Roberts Pools**

This item tabled.

- iii. Consideration of Pickleball Addition to Tennis Court - GMS**

Mr. Wright stated if you choose the two-court option, I recommend you buy the nets and paddles that are sold in sets and they can check them out from the pool attendant.

Ms. Miller stated for now let's go with one and take it from there.

Ms. Hurst stated option one sounds good.

Ms. Hurst moved to approve the proposal from GMS in the amount of \$815 to convert one tennis court to a pickleball court. Ms. Miller seconded the motion. The motion passed on the following roll call vote:
Ms. Hurst yes.
Mr. Shaikh yes.
Ms. Baron yes.
Ms. Miller yes.

iv. Consideration of Sidewalk Lifting Proposals

- a. Alpha Foundations**
- b. LRE Foundations**
- c. Ram Jack**

Mr. Wright presented the proposals for sidewalk repair and stated the lowest cost is LRE at \$1,844.29.

Ms. Hurst moved to approve the proposal from LRE Foundations in the amount of \$18,44.29. Ms. Miller seconded the motion. The motion passed on the following roll call vote:
Ms. Hurst yes.
Mr. Shaikh yes.
Ms. Baron yes.
Ms. Miller yes.

D. Amenity Manager's Report

Ms. Calleja gave an overview of the amenity manager's report and the board discussed the ongoing issue with off-leash dogs.

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

Mr. Shaikh stated I would like to know the attendance at the amenity.

Mr. Showe stated it was in last month's report and will be in next month's report, but I will send it to you.

SEVENTH ORDER OF BUSINESS**Adjournment**

Ms. Miller moved to adjourn at 6:51 p.m. Ms. Hurst seconded the motion. The motion passed on the following roll call vote.
Ms. Hurst yes.
Mr. Shaikh yes.
Ms. Baron yes.
Ms. Miller yes.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION B

SECTION 1

Falcon Trace Community Development District

Summary of Check Register

August 2, 2023 through to October 4, 2023

Fund	Date	Check No.'s	Amount
General Fund	8/3/23	4476-4479	\$ 4,388.03
	8/11/23	4480-4483	\$ 20,737.19
	8/17/23	4484	\$ 2,035.73
	8/24/23	4485-4487	\$ 1,844.26
	8/31/23	4488	\$ 992.76
	9/7/23	4489-4493	\$ 4,762.82
	9/20/23	4494-4495	\$ 77,536.41
	9/21/23	4496-4500	\$ 13,875.28
	9/28/23	4501	\$ 27,874.00
			<u>\$ 154,046.48</u>
Capital Project	8/17/23	59	\$ 6,930.00
			<u>\$ 6,930.00</u>
Total Amount			\$ 160,976.48

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/03/23	00079	7/31/23 16387	202307 320-53800-47000	MTHLY LAKE MAINT - JUL 23	*	400.00	
				AQUATIC WEED MANAGEMENT, INC.			400.00 004476
8/03/23	00114	7/31/23 INV16451	202307 320-53800-47500	IRRIGATION REPAIRS	*	456.28	
		8/01/23 INV16435	202308 320-53800-47500	LANDSCAPE MAINT - AUG 23	*	2,456.75	
				REW LAWN & IRRIGATION			2,913.03 004477
8/03/23	00100	8/01/23 8996	202308 320-53800-47400	POOL MAINTENANCE - AUG 23	*	650.00	
				ROBERTS POOL SERVICE AND REPAIR INC			650.00 004478
8/03/23	00022	7/25/23 404167	202307 320-53800-47400	SULFURIC ACID	*	425.00	
				SPIES POOL, LLC			425.00 004479
8/11/23	00124	8/01/23 8	202308 320-53800-12200	POOL ATTENDANTS - AUG 23	*	10,319.00	
				COMMUNITY ASSOCIATIONS AND			10,319.00 004480
8/11/23	99999	8/11/23 VOID	202308 000-00000-00000	VOID CHECK	C	.00	
				*****INVALID VENDOR NUMBER*****			.00 004481
8/11/23	00027	6/30/23 694	202306 320-53800-47600	FIX WALL HOLE/PAINT	*	1,520.00	
		8/01/23 692	202308 310-51300-34000	MANAGEMENT FEES - AUG 23	*	4,791.33	
		8/01/23 692	202308 310-51300-35200	WEBSITE ADMIN - AUG 23	*	62.50	
		8/01/23 692	202308 310-51300-35100	INFORMATION TECH - AUG 23	*	114.58	
		8/01/23 692	202308 310-51300-51000	OFFICE SUPPLIES	*	.21	
		8/01/23 692	202308 310-51300-42000	POSTAGE	*	4.41	
		8/01/23 692	202308 320-53800-47600	LOWES - CLEANING SUPPLIES	*	144.93	
		8/01/23 692	202308 320-53800-47600	POOL SIGNAGE	*	104.40	
		8/01/23 692	202308 320-53800-47600	HOME DEPOT-WALL PATCH KIT	*	140.98	
		8/01/23 692	202308 320-53800-49100	ACDMY SPRTS-BSKTBALL NET	*	64.24	

FALC FALCON TRACE CWRIGHT

*** CHECK DATES 08/02/2023 - 10/04/2023 ***
 FALCON TRACE CDD -GENERAL FUND
 BANK A FALCON TRACE CDD

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
9/07/23	00114	9/01/23	INV16708 202309 320-53800-47500	LANDSCAPE MAINT - SEP 23	*	2,456.75	
				REW LAWN & IRRIGATION			2,456.75 004491
9/07/23	00100	9/01/23	9067 202309 320-53800-47400	POOL MAINTENANCE - SEP 23	*	650.00	
				ROBERTS POOL SERVICE AND REPAIR INC			650.00 004492
9/07/23	00022	7/25/23	404403 202307 320-53800-47400	BULK BLEACH	*	795.00	
				SPIES POOL, LLC			795.00 004493
9/20/23	00088	9/13/23	09132023 202309 320-58100-10000	FY23 CAPITAL RESERVE TRFR	*	70,000.00	
				FALCON TRACE CDD CAPITAL RESERVE			70,000.00 004494
9/20/23	00027	9/01/23	696 202309 310-51300-34000	MANAGEMENT FEES - SEP 23	*	4,791.33	
		9/01/23	696 202309 310-51300-35200	WEBSITE ADMIN - SEP 23	*	62.50	
		9/01/23	696 202309 310-51300-35100	INFORMATION TECH - SEP 23	*	114.58	
		9/01/23	696 202309 310-51300-51000	OFFICE SUPPLIES	*	.54	
		9/01/23	696 202309 310-51300-42000	POSTAGE	*	11.39	
		9/01/23	696 202309 310-51300-42500	COPIES	*	48.75	
		9/01/23	697 202309 320-53800-12000	FIELD MANAGEMENT - SEP 23	*	1,795.58	
		9/01/23	697 202309 320-53800-47600	UMBRELLAS FOR POOL	*	711.74	
				GOVERNMENTAL MANAGEMENT SERVICES			7,536.41 004495
9/21/23	00124	9/01/23	9 202309 320-53800-12200	POOL ATTENDANTS - SEP 23	*	10,289.00	
		9/01/23	9 202309 310-51300-51000	MICROSOFT LICENSE RENEWAL	*	188.89	
		9/01/23	9 202309 320-53800-47600	TOLIET PAPER	*	93.56	
				COMMUNITY ASSOCIATIONS AND			10,571.45 004496
9/21/23	00113	9/18/23	3280556 202308 310-51300-31500	GENERAL COUNSEL - AUG 23	*	1,629.00	
				KUTAK ROCK LLP			1,629.00 004497
				FALC FALCON TRACE CWRIGHT			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/21/23	00019	8/31/23 07859349	202308 310-51300-48000	NOT OF FY24 MEETINGS	*	249.43	
				ORLANDO SENTINEL COMMUNICATIONS LLC			249.43 004498
9/21/23	00022	9/12/23 406509	202309 320-53800-47400	SODIUM BICARB/S ACID	*	513.00	
		9/12/23 406614	202309 320-53800-47400	BULK BLEACH	*	795.00	
		9/18/23 406681	202309 300-15500-10000	TANK RENTAL FEE	*	30.00	
				SPIES POOL, LLC			1,338.00 004499
9/21/23	00090	9/10/23 12868774	202309 300-15500-10000	SECURITY MONITORING OCT23	*	87.40	
				SAFE TOUCH SECURITY SYSTEMS			87.40 004500
9/28/23	00067	9/21/23 19996	202309 300-15500-10000	FY24 INSURANCE POLICY	*	27,874.00	
				EGIS INSURANCE & RISK ADVISORS			27,874.00 004501
TOTAL FOR BANK A						154,046.48	
TOTAL FOR REGISTER						154,046.48	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/17/23	00027	7/25/23 J89907	202307 600-53800-60012	CARD READER INSTALLED	*	6,930.00	
ACCESS CONTROL SYSTEMS LLC							6,930.00 000059

TOTAL FOR BANK C						6,930.00	
TOTAL FOR REGISTER						6,930.00	

SECTION 2

Falcon Trace
Community Development District

Unaudited Financial Reporting
September 30, 2023



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1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Capital Reserve Fund</u>
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Falcon Trace
Community Development District
Combined Balance Sheet
September 30, 2023

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
<u>Cash:</u>			
Operating Account	\$ 131,152	\$ 233,334	\$ 364,486
<u>Investments:</u>			
State Board Administration	\$ 167,360	\$ -	\$ 167,360
Prepaid Expenses	\$ 27,991	\$ -	\$ 27,991
Total Assets	\$ 326,504	\$ 233,334	\$ 559,838
Liabilities:			
Accounts Payable	\$ 1,175	\$ -	\$ 1,175
Total Liabilites	\$ 1,175	\$ -	\$ 1,175
Fund Balance:			
Assigned for:			
Capital Reserves	\$ -	\$ 233,334	\$ 233,334
Nonspendable:			
Deposits and Prepaid Items	\$ 27,991	\$ -	\$ 27,991
Unassigned	\$ 297,338	\$ -	\$ 297,338
Total Fund Balances	\$ 325,329	\$ 233,334	\$ 558,663
Total Liabilities & Fund Balance	\$ 326,504	\$ 233,334	\$ 559,838

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/23	Thru 09/30/23	Variance
Revenues:				
Maintenance Assessments	\$ 355,855	\$ 355,855	\$ 366,357	\$ 10,502
Miscellaneous Income	\$ 100	\$ 100	\$ 5,030	\$ 4,930
Interest Income	\$ 100	\$ 100	\$ 9,836	\$ 9,736
Total Revenues	\$ 356,055	\$ 356,055	\$ 381,223	\$ 25,168
Expenditures:				
<u>General & Administrative:</u>				
Supervisors Fees	\$ 8,000	\$ 8,000	\$ 7,400	\$ 600
FICA Expense	\$ 612	\$ 612	\$ 566	\$ 46
Engineering Fees	\$ 1,000	\$ 1,000	\$ -	\$ 1,000
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Attorney Fees	\$ 18,800	\$ 18,800	\$ 19,575	\$ (775)
Annual Audit	\$ 3,600	\$ 3,600	\$ 2,850	\$ 750
Management Fees	\$ 57,496	\$ 57,496	\$ 57,496	\$ (0)
Information Technology	\$ 1,375	\$ 1,375	\$ 1,375	\$ 0
Website Maintenance	\$ 750	\$ 750	\$ 750	\$ -
Telephone	\$ 50	\$ 50	\$ -	\$ 50
Postage	\$ 800	\$ 800	\$ 150	\$ 650
Printing and Binding	\$ 600	\$ 600	\$ 542	\$ 58
Insurance	\$ 14,242	\$ 14,242	\$ 12,825	\$ 1,417
Legal Advertising	\$ 2,500	\$ 2,500	\$ 2,616	\$ (116)
Contingency	\$ 2,000	\$ 2,000	\$ 264	\$ 1,736
Property Appraiser	\$ 1,000	\$ 1,000	\$ -	\$ 1,000
Office Supplies	\$ 350	\$ 350	\$ 268	\$ 82
Dues, Licenses, & Subscriptions	\$ 175	\$ 175	\$ 364	\$ (189)
Subtotal General & Administrative	\$ 118,350	\$ 118,350	\$ 112,041	\$ 6,308

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/23	Thru 09/30/23	Variance
<u>Operations & Maintenance</u>				
Field Management	\$ 21,547	\$ 21,547	\$ 21,547	\$ (0)
Property Insurance	\$ 10,964	\$ 10,964	\$ 9,991	\$ 973
Pool Staff Payroll	\$ 83,047	\$ 83,047	\$ 81,081	\$ 1,966
Security	\$ 1,500	\$ 1,500	\$ 1,014	\$ 486
Telephone Expense	\$ 2,880	\$ 2,880	\$ 2,987	\$ (106)
Electric	\$ 18,150	\$ 18,150	\$ 20,996	\$ (2,846)
Irrigation/Water	\$ 14,850	\$ 14,850	\$ 11,715	\$ 3,135
Lake Maintenance	\$ 10,290	\$ 10,290	\$ 5,200	\$ 5,090
Pest Control	\$ 683	\$ 683	\$ -	\$ 683
Pool Maintenance	\$ 33,902	\$ 33,902	\$ 28,012	\$ 5,890
Grounds Maintenance	\$ 36,071	\$ 36,071	\$ 41,555	\$ (5,484)
General Facility Maintenance	\$ 35,000	\$ 35,000	\$ 21,141	\$ 13,859
Refuse Service	\$ 6,700	\$ 6,700	\$ 8,616	\$ (1,916)
Field Contingency	\$ 6,000	\$ 6,000	\$ 4,864	\$ 1,136
Subtotal Operations & Maintenance	\$ 281,584	\$ 281,584	\$ 258,720	\$ 22,864
Total Expenditures	\$ 399,934	\$ 399,934	\$ 370,761	\$ 29,173
Excess (Deficiency) of Revenues over Expenditures	\$ (43,879)		\$ 10,462	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out) - Capital Reserve	\$ (70,000)	\$ (70,000)	\$ (70,000)	\$ -
Total Other Financing Sources/(Uses)	\$ (70,000)	\$ (70,000)	\$ (70,000)	\$ -
Net Change in Fund Balance	\$ (113,879)		\$ (59,538)	
Fund Balance - Beginning	\$ 113,879		\$ 384,867	
Fund Balance - Ending	\$ -		\$ 325,329	

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

	Adopted Budget	Prorated Budget Thru 09/30/23	Actual Thru 09/30/23	Variance
Revenues				
Interest	\$ 50	\$ 50	\$ 19	\$ (31)
Total Revenues	\$ 50	\$ 50	\$ 19	\$ (31)
Expenditures:				
Landscape Improvements	\$ 15,000	\$ 15,000	\$ 3,650	\$ 11,350
Restroom Renovation	\$ -	\$ -	\$ 16,340	\$ (16,340)
Fence/Security	\$ -	\$ -	\$ 33,700	\$ (33,700)
Painting	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
Miscellaneous	\$ 10,000	\$ 10,000	\$ 457	\$ 9,543
Total Expenditures	\$ 35,000	\$ 35,000	\$ 54,147	\$ (19,147)
Excess (Deficiency) of Revenues over Expenditures	\$ (34,950)		\$ (54,128)	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ 70,000	\$ 70,000	\$ 70,000	\$ -
Total Other Financing Sources (Uses)	\$ 70,000	\$ 70,000	\$ 70,000	\$ -
Net Change in Fund Balance	\$ 35,050		\$ 15,872	
Fund Balance - Beginning	\$ 157,080		\$ 217,461	
Fund Balance - Ending	\$ 192,130		\$ 233,334	

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	\$ 3,026	\$ 9,946	\$ 2,389	\$ 366,357
Miscellaneous Income	\$ 620	\$ 50	\$ 50	\$ -	\$ -	\$ 530	\$ -	\$ 855	\$ 620	\$ 800	\$ 730	\$ 775	\$ 5,030
Interest Income	\$ 480	\$ 577	\$ 646	\$ 717	\$ 747	\$ 876	\$ 892	\$ 984	\$ 981	\$ 972	\$ 1,012	\$ 951	\$ 9,836
Total Revenues	\$ 1,100	\$ 16,228	\$ 75,789	\$ 159,463	\$ 60,277	\$ 21,692	\$ 14,303	\$ 4,500	\$ 7,270	\$ 4,798	\$ 11,688	\$ 4,116	\$ 381,223
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ 600	\$ 1,000	\$ 800	\$ -	\$ 7,400
FICA Expense	\$ 77	\$ 77	\$ 77	\$ 77	\$ -	\$ 77	\$ -	\$ -	\$ 46	\$ 77	\$ 61	\$ -	\$ 566
Engineering Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Attorney Fees	\$ 2,097	\$ 750	\$ 1,863	\$ 2,526	\$ 188	\$ 4,497	\$ 984	\$ 2,487	\$ 520	\$ 2,036	\$ 1,629	\$ -	\$ 19,575
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	\$ 4,791	\$ 4,791	\$ 4,791	\$ 57,496
Information Technology	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ 115	\$ 1,375
Website Maintenance	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 750
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 6	\$ 3	\$ 8	\$ 7	\$ 12	\$ 19	\$ 7	\$ 36	\$ 8	\$ 28	\$ 4	\$ 11	\$ 150
Printing and Binding	\$ 0	\$ 29	\$ -	\$ 298	\$ 120	\$ 3	\$ 15	\$ -	\$ 28	\$ -	\$ -	\$ 49	\$ 542
Insurance	\$ 12,758	\$ -	\$ 67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,825
Legal Advertising	\$ -	\$ 488	\$ 786	\$ -	\$ -	\$ -	\$ 551	\$ -	\$ -	\$ 542	\$ 249	\$ -	\$ 2,616
Contingency	\$ -	\$ 39	\$ 3	\$ -	\$ 18	\$ -	\$ 20	\$ -	\$ 51	\$ 37	\$ 48	\$ 47	\$ 264
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 0	\$ 13	\$ 0	\$ 15	\$ 16	\$ 32	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 189	\$ 268
Dues, Licenses, & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189	\$ -	\$ 364
Subtotal General & Administrative	\$ 26,082	\$ 7,366	\$ 8,771	\$ 8,892	\$ 5,321	\$ 13,447	\$ 6,546	\$ 7,491	\$ 6,223	\$ 8,688	\$ 7,950	\$ 5,265	\$ 112,041
Operations & Maintenance													
Field Management	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 1,796	\$ 21,547
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	\$ 10,319	\$ 10,319	\$ 10,289	\$ 81,081
Security	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 84	\$ 87	\$ 87	\$ 1,014
Telephone Expense	\$ 241	\$ 240	\$ 240	\$ 252	\$ 252	\$ 252	\$ 252	\$ 251	\$ 251	\$ 251	\$ 251	\$ 252	\$ 2,987
Electric	\$ 1,642	\$ 1,525	\$ 1,537	\$ 1,412	\$ 1,742	\$ 1,639	\$ 1,712	\$ 1,721	\$ 1,904	\$ 1,915	\$ 1,903	\$ 2,344	\$ 20,996
Irrigation/Water	\$ 1,063	\$ 1,713	\$ 908	\$ -	\$ 1,106	\$ 2,032	\$ -	\$ 1,301	\$ 2,121	\$ 1,025	\$ 444	\$ -	\$ 11,715
Lake Maintenance	\$ 800	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 5,200
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ 2,798	\$ 1,295	\$ 3,619	\$ 1,983	\$ 2,656	\$ 1,505	\$ 2,237	\$ 2,150	\$ 2,038	\$ 3,878	\$ 1,865	\$ 1,988	\$ 28,012
Grounds Maintenance	\$ 2,457	\$ 2,457	\$ 2,457	\$ 2,457	\$ 4,214	\$ 2,457	\$ 2,457	\$ 12,036	\$ 2,457	\$ 3,194	\$ 2,457	\$ 2,457	\$ 41,555
General Facility Maintenance	\$ 764	\$ 167	\$ 3,778	\$ 245	\$ 2,836	\$ 3,618	\$ 3,432	\$ 355	\$ 1,713	\$ 2,110	\$ 544	\$ 1,580	\$ 21,141
Refuse Service	\$ 816	\$ 820	\$ 825	\$ 820	\$ 794	\$ 795	\$ 785	\$ 988	\$ 984	\$ -	\$ -	\$ 990	\$ 8,616
Field Contingency	\$ -	\$ -	\$ 2,916	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,848	\$ -	\$ 4,864
Subtotal Operations & Maintenance	\$ 27,148	\$ 13,386	\$ 19,762	\$ 11,721	\$ 18,283	\$ 22,684	\$ 21,229	\$ 31,401	\$ 24,037	\$ 24,971	\$ 21,915	\$ 22,184	\$ 258,720
Total Expenditures	\$ 53,229	\$ 20,752	\$ 28,534	\$ 20,613	\$ 23,604	\$ 36,130	\$ 27,775	\$ 38,892	\$ 30,259	\$ 33,659	\$ 29,865	\$ 27,448	\$ 370,761
Excess Revenues (Expenditures)	\$ (52,129)	\$ (4,524)	\$ 47,255	\$ 138,850	\$ 36,673	\$ (14,438)	\$ (13,473)	\$ (34,392)	\$ (22,989)	\$ (28,861)	\$ (18,177)	\$ (23,333)	\$ 10,462
Other Financing Sources/Uses:													
Transfer In/(Out) - Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (70,000)	\$ (70,000)
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (70,000)	\$ (70,000)
Net Change in Fund Balance	\$ (52,129)	\$ (4,524)	\$ 47,255	\$ 138,850	\$ 36,673	\$ (14,438)	\$ (13,473)	\$ (34,392)	\$ (22,989)	\$ (28,861)	\$ (18,177)	\$ (93,333)	\$ (59,538)

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
07/14/23	14	\$ 2,937.90	\$ -	\$ -	\$ 88.13	\$ 3,026.03	\$ 3,026.03
08/15/23	15	\$ 9,895.67	\$ -	\$ -	\$ 50.36	\$ 9,946.03	\$ 9,946.03
09/15/23	16	\$ 2,098.50	\$ -	\$ -	\$ 290.67	\$ 2,389.17	\$ 2,389.17
TOTAL		\$ 378,565.12	\$ -	\$ (14,841.03)	\$ 2,633.02	\$ 366,357.11	\$ 366,357.11

100% Gross Percent Collected
\$4.28 Balance Remaining to Collect

SECTION C

Falcon Trace CDD

Field Management Report



October 18th, 2023

Jarett Wright

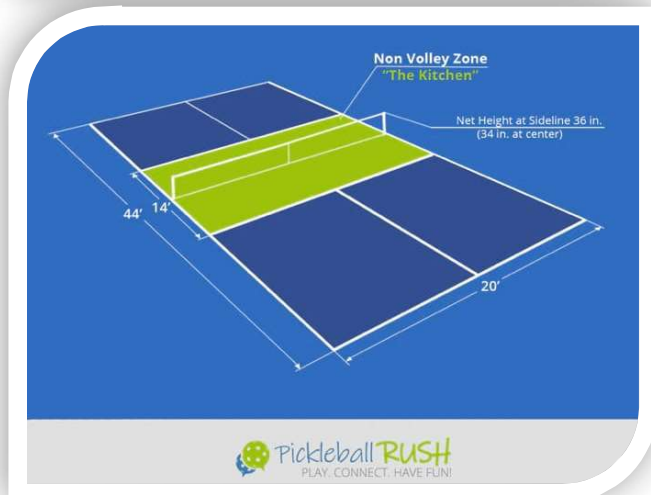
Field Manager

GMS

Completed

Pickleball Court

- ✚ After review, temporary pickleball court tape lines were installed to gauge community response.
- ✚ GMS staff will paint permanent lines after the Holidays pending community feedback.



InProgress

Roof Inspection / Soffit Repairs

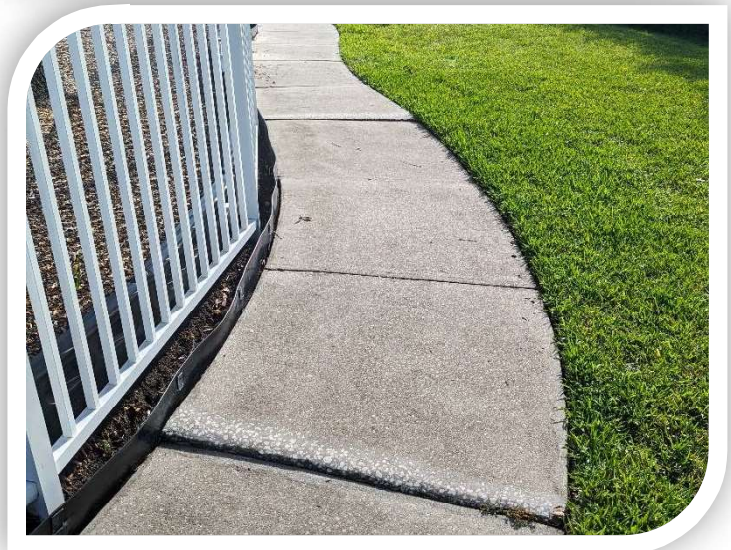
- ✚ Pulled all permit information and inspection reports from original installation. Contacted the county inspectors directly for more detailed information.
- ✚ Contacted multiple roofing and soffit repair companies. Only 3 companies were interested in the work, and we are awaiting their proposals and inspection reports.



InProgress

Sidewalk Repair

✚ LRE Foundations is expected to begin the repairs the week of October 16th.



Site Items

Contracted Services

- ✚ Received updated pricing for Aquatics and Pool Maintenance.
- ✚ Aquatics contract was amended to ensure all CDD areas were covered.
- ✚ Aquatics vendor is currently repairing the skimmer feature and mounting equipment for the water control structure that had broken and rusted out.
- ✚ Annual backflow inspections were performed, and a leaking pipe was repaired.



Site Items

Pool Slide Repair

- ✚ Reviewed the slide damage and rust with the previous vendor.
- ✚ Vendor recommended cutting off the excess metal to reduce exposure to rust. Also, the slide needs to be caulked and buffed. Currently awaiting their proposal for repairs.



Site Items

Landscaping Update

- ✚ Blade Runners assumed landscaping responsibilities on October 1st, 2023.
- ✚ Scheduling first palm pruning and mulch refresh for November. Mulch will be switched from golden mulch to cocoa cypress.
- ✚ Awaiting proposal for playground mulch refresh.
- ✚ Plant renovations in front of the pool is planned for after the winter and dormancy period has ended.



Site Items

Parking Lot Sealing / Striping

✚ Gathering proposals to seal and stripe the parking lot and driveway.



Site Items

Facility Maintenance

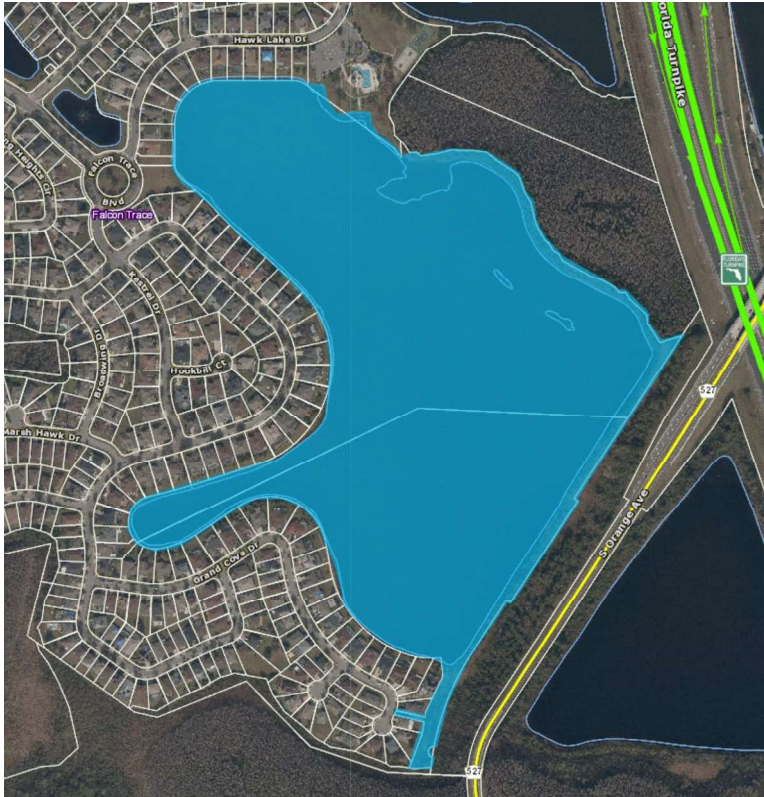
- ✚ The refrigerator in the meeting room was replaced.
- ✚ Proposals and material options will be presented at the next meeting for replacing the flooring.
- ✚ Umbrella bases were ordered and installed.
- ✚ The office printer stopped working and a replacement was installed.



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

**AGREEMENT BETWEEN THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT
AND AQUATIC WEED MANAGEMENT, INC. FOR AQUATIC MAINTENANCE SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of October 2023, by and between:

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

Aquatic Weed Management, Inc., a Florida corporation, with a mailing address of P.O. Box 1259, Haines City, Florida 33845 ("Contractor," together with District, "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Act"); and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping improvements, recreational facilities, and a lake commonly identified as Big Hawk Lake ("Lake"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide aquatic maintenance services for the Lake and the area 100 feet beyond the water control structure at the south end of the Lake ("Drainage Canal"); and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide aquatic maintenance services for the Lake and the Drainage Canal, and has agreed to provide to the District those services more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional aquatic maintenance services for the Lake and Drainage Canal ("Service Area") within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**. Additionally, the Contractor will provide treatments to the Service Area for submerged vegetation on an as-needed basis.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF AQUATIC MAINTENANCE SERVICES. The Contractor will provide monthly herbicide application for the treatment of shoreline weeds and grasses for the Service Area, as identified in **Exhibit A**. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**, on a monthly basis. Additionally, the Contractor will apply treatments to the Service Area for submerged vegetation on an as-needed basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any amendment, addendum or work authorization executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized

representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager or his or her designee to act as its representative.

(2) Upon request by the District Manager or his or her designee, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in **Exhibit A** and this Agreement, including but not limited to as-needed treatments for submerged vegetation, the District agrees to pay the Contractor Six Hundred Fifty Dollars (\$650.00) per month.

B. The term of this Agreement shall be from October 1, 2023, through September 30, 2024, unless terminated earlier by either party in accordance with the provisions of this Agreement.

C. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

D. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations

with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date.

SECTION 6. INSURANCE.

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

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all

information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

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

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

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any

governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under

this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Falcon Trace Community Development
District
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: Aquatic Weed Management, Inc.
P.O. Box 1259
Haines City, Florida 33845
Attn: _____

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

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party agrees to and consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be brought in a court of appropriate jurisdiction,

in and for Orange County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jason Showe** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-841-5524, JSHOWE@GMSCFL.COM, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such

counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

FALCON TRACE COMMUNITY
DEVELOPMENT DISTRICT


Assistant Secretary


Chairperson, Board of Supervisors

WITNESS:

AQUATIC WEED MANAGEMENT, INC.


Signature of Witness

Tom Snively
Print Name of Witness

By:

Its:



Bill Snively
VP

Exhibit A Proposal and Service Area Map

Exhibit A

ESTIMATE

Aquatic Weed Management, Inc. WATERWEED1@AOL.COM
PO Box 1259 +1 (863) 412-1019
Haines City, FL 33845



Falcon Trace CDD

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

Estimate details
Estimate no.: 1324
Estimate date: 08/12/2023

Product or service		Amount
1. Falcon Trace	1 unit x \$650.00	\$650.00
Big Hawk Lake monthly shoreline herbicide maintenance targeting shoreline weeds and grasses. Price includes treating approx. 100ft beyond the water control structure at the south end of the lake.		
Total		\$650.00

Note to customer
Thank you for your business!



SECTION 2

**AGREEMENT BETWEEN THE FALCON TRACE COMMUNITY DEVELOPMENT
DISTRICT AND ROBERTS POOL SERVICE AND REPAIR, INC. FOR THE
PROVISION OF POOL MAINTENANCE SERVICES**

THIS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____ 2023, by and between:

FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is 219 East Livingston Street, Orlando, Florida 32801 (“**District**”); and

ROBERTS POOL SERVICE AND REPAIR, INC., a Florida corporation, whose address is 19315 Lake Pickett Road, Orlando, Florida 32820 (“**Contractor**” and, together with the District, “**Parties**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including amenities; and

WHEREAS, the District has a need to retain an independent contractor to provide maintenance services for the District’s pool and attendant facilities (“**Aquatics Facilities**”); and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with its proposal submitted to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which the Parties have agreed upon:

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A** (together, “**Work**”). The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. The Work shall be performed three (3) times per week with respect to the District’s pool. The Contractor shall ensure that the Aquatic Facilities are maintained, and that any necessary reporting information is collected and submitted, in a manner consistent with Florida law, including but not limited to Chapter 64E-9, Florida Administrative Code, as well as any applicable permits and/or approvals.

Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any work authorization issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. The District hereby designates Jason Showe and other representatives of Governmental Management Services – Central Florida, LLC, to serve as the District Representatives. The District shall have the right to change the District Representatives at any time by written notice to the Contractor.

At the District's request, the Contractor shall provide to management a written report of the Work performed for each month with notification of any problem issues. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin November 1, 2023, and end October 31, 2024, unless terminated earlier by either Party pursuant to the terms of this Agreement. Thereafter, this Agreement may be renewed for four (4) additional, one (1) year periods upon written agreement executed by both parties.
- b. As compensation for the Work, the District agrees to pay Contractor the amount of **Seven Hundred Fifty Dollars (\$750.00)** per month. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. **Additional Work.** Should the District desire that the Contractor provide additional work and/or services, such additional work and/or services shall be fully performed by the Contractor after prior written approval of a work authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed written work authorization. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. **Payments by District.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. **Payments by Contractor.** Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly

to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid.

8. INSURANCE.

- a. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:
 - i. Workers Compensation Statutory
 - ii. General Liability
 1. Bodily Injury (incl. contractual) \$1,000,000
 2. Property Damage (incl. contractual) \$1,000,000
 - iii. Automobile Liability (if applicable)
 1. Bodily Injury and Property Damage \$1,000,000
- b. With the exception of the Worker's Compensation insurance, the District, its staff, supervisors and consultants shall be named additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII.
- c. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

9. INDEMNIFICATION.

- a. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments

against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor for in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

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

10. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals. The Contractor shall keep all equipment clean and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, and correcting any other harm resulting from the Work to be performed by Contractor.

11. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall promptly notify the District in writing upon receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

12. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third

party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

13. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

14. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

15. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

16. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

17. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

18. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the Parties shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

19. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

20. **AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the Work's scope of services for the labor and materials to be provided under this Agreement.

21. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

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

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

24. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. **If to the District:** Falcon Trace Community
Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. **If to Contractor:** Roberts Pool Service and Repair, Inc.
19315 Lake Pickett Road
Orlando, Florida 32820
Attn: Patricia Buchanan

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time

for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

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

26. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Orange County, Florida.

27. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Governmental Management Services – Central Florida, LLC (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524,
RECORDREQUEST@GMSCFL.COM, AND 219 EAST
LIVINGSTON STREET, ORLANDO, FLORIDA 32801.**

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

29. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

31. **E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

32. **COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

33. **SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized

Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**FALCON TRACE
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

- ☐ Secretary
☐ Assistant Secretary

By: _____

- ☐ Chairperson
☐ Vice Chairperson

Date: _____

ATTEST:

**ROBERTS POOL SERVICE AND
REPAIR, INC.**

By: _____

Its: _____

By: _____

Its: _____

Date: _____

Exhibit A: Scope of Services

EXHIBIT A: SCOPE OF SERVICES

PROPOSAL AND ACCEPTANCE

ROBERTS POOL SERVICE and REPAIR, Inc.

19315 Lake Pickett Road, Orlando, FL 32820

339571E

Date: October 9, 2023

Office 407 568-1074

Fax 407 568-7483

Cells Pat 407 948-6063

J.P. 407 948-5810

E mail: RobertsPool1977@aol.com

CPC 041419

Proposal submitted to: Jarett Wright

Work to be performed at:

Name Falcon Trace

Falcon Trace

Street 13600 Hawk Lake Dr

City Orlando, Florida 32837

E Mail:

Phone 407 398-2890

jwright@gmscfl.com

We hereby submit specifications and estimates for:

COMMERCIAL POOL MAINTENANCE

1. Balance water chemicals
2. Cleaning filters
3. Brush pool as needed
4. Vacuum pool as needed
5. Cleaning tile
6. Adjusting water level
7. Clean and maintain pump room
8. Maintain log sheets for inspections

This proposal includes : 1 Pools

We propose to furnish labor

Complete in accordance with above specifications for the sum of: \$ 750.00 Per Month
for 3 day a week maintenance Effective Date ; November 1,2023

With payment to be made as follows:

All billings to be submitted on the 1st of each month of service and are due at Net 30 days.

Authorized Signature Patricia C. Buchanan

This contract is ongoing and requires a 30 day cancellation notice by either party to terminate.

No visits will be made on public holidays in effort to allow our employees to enjoy these family days. If your pool is missed on one of these days, extraordinary effort will be taken on the previous visit to assure that the pool will remain in good condition during the extended period.

It is the expectation that debris on the pool decks will be removed daily by the property maintenance team

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____

Date of Acceptance: _____

Serving Central Florida since 1977

SECTION 3

*to be provided under separate
cover*

SECTION 4

Section a.



Falcon Trace CDD

Client Information:

Jason Showe

Governmental Management Services

407-470-8825

jshowe@gmscfl.com

219 E Livingston St

Orlando, Florida 32801

Project # 1253

AUGUST 24, 2023

Project Information:

13600 Hawk Lake Dr

Orlando, FL 32837



POTHOLE HEROES

Introduction

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

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

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

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



Carlos Rodriguez

Pothole Heroes

Overview

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

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

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



Services We Offer

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



Infrared Asphalt Repair

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



Lot Striping and Marking

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



Concrete Repair

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



Sealcoating

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

DESCRIPTION	PRICE
Standard sealcoating: (1) coat squeegee, (1) coat spray in (1) mobilizations up to (28,302) Sq. Ft. <ol style="list-style-type: none"> 1. Secure area with cones and barricades as needed 2. Clean the entire asphalt area being sealed 3. Treat oil spots with primer as needed 4. Apply by squeegee, the first coat of coal tar sealer as per the manufacturer's specifications 5. Apply by spray a second coat of coal tar sealer 	\$5,424
Striping: <ol style="list-style-type: none"> 1. Stripe to existing layout using DOT- approved latex white, yellow, and/or blue paint to match what was previously existing to include: Stall Lines, Handicap Stalls, Lineal Footage and Stop Bar. 	\$879
<p>*Project bid with typical industry standards. City specifications, permit, and code requirements are subject to change.</p>	
Total	\$6,303



Let's Work Together

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

Total price including any selected options: \$6,303.00.

Pricing Valid for 30 days from date above

Payment Terms:

40% deposit, balance upon completion



SIGNATURE

Carlos Rodriguez



SIGNATURE

Jason Showe

Carlos Rodriguez
Account Manager | Pothole Heroes

Jason Showe
District Manager | Governmental Management
Services

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

Name

Legal Billing Address

Company Legal Name

Billing Email

Phone

BEFORE WE START WORK

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

CUSTOMER EXPECTATIONS

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

CONTRACT TERMS AND CONDITIONS

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

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

I have read and accept these terms and conditions:



INITIALS
Jason Showe

Section b.



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PROPOSAL

OPP-23-023482

10 / 13 / 2023

Account Information	Contact Information	Rose Paving Information
Account Name: Falcon Trace CDD	Contact Name: Jarett Wright	Account Executive: Stephen Morrison
Street Address: 13600 Hawk Lake Dr	Contact Email: jwright@gmscfl.com	Email: stephen.morrison@rosepaving.com
City State Zip: OrlandoFL32837-8094	Contact Phone: 4077503599	Cell: 813-625-5603

Notes/Exclusions

PRICING TABLE					
Service Line Name	QTY	U of M	Depth	Unit Price	Subtotal
Sealcoat PMM - Spray / Spray	28613	SF		\$0.19	\$5,462.38
Lot Marking Restripe - Single Bays	49	Bays		\$33.21	\$1,627.43
Total					\$7,089.81



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PROPOSAL

CUSTOMER APPROVAL

Total Dollars Approved: **\$7,089.81**

Name:

Authorized Signature:

BILLING INSTRUCTIONS:

Scope Detail

Service Line Name	Service Description
Sealcoat PMM - Spray / Spray	<ul style="list-style-type: none">-Pavement will be cleaned of all loose debris prior to seal application.-Oil spots will be primed prior to sealcoat; however, there is no guarantee of sealcoat adhesion to these areas.-Apply two coats of sealer using a spray application.-Areas will be barricaded for 24 hours after sealer is applied. <p>If additional mobilizations are required, there will be a charge of \$1,750 for each additional mobilization.</p> <p>*Rose Paving cannot guarantee sealer adhesion to polished rock.</p> <p>Warranty - 12 months.</p>
Lot Marking Restripe - Single Bays	<ul style="list-style-type: none">-Restripe per existing layout.-We use the best Federal Specification paint available & our power equipment assures a 30-50% better flow rate of paint; this will assure you of a longer lasting job.

Rose Paving Contract Terms & Conditions

- 1. ESCALATION:** This proposal is based on material costs at current market rates. Due to the current volatile market conditions for liquid asphalt that are beyond Rose Paving's control and in the event of future material price increases the responsible party agrees to pay for the escalation of material costs without a change order. This paragraph applies only to materials.
- 2. TIMING:** Due to fluctuation in the cost of raw materials, including but not limited to liquid asphalt, if the current date is past 15 days from the proposal date, customer should clarify that pricing is still valid.
- 3. CONTRACT DOCUMENTS:** Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation.
- 4. PAYMENT TERMS:** NET BALANCE DUE 30 DAYS AFTER COMPLETION OF WORK. Unpaid balances will accrue a late fee of 1% per month until paid in full. In the event of your failure to conform to the terms and conditions of this agreement, you hereby agree to pay Rose Paving LLC. all sums earned to date. Price reflects a 4% (four percent) discount for payments by cash or check.
- 5. DEPOSIT:** If contracted amount exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.
- 6. PERMITS AND FEES:** Owner is responsible for obtaining and paying for any required PERMITS, BONDS, and LICENSES, or plans required to obtain the aforementioned.
- 7. UNMARKED / UNDOCUMENTED UTILITIES:** The client shall be responsible for repairing any private utility lines damaged by Rose Paving during the course of this project which were unmarked, undocumented or non-conforming to prevailing codes. While Rose Paving shall be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming private utility lines, Rose Paving shall not be held liable for additional costs associated with utility interruption regardless of whether the lines were marked and / or documented properly or not. The customer is responsible to call the utility company.
- 8. WORK ACCESSIBILITY:** The price(s) quoted herein is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc.) at the scheduled project start date and time. Rose Paving, reserves the right to adjust the agreed upon project price if the job conditions prevent Rose Paving work crews from starting on time and proceeding without interruption
- 9. SOIL CONDITIONS:** The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. Rose Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, etc. If failure does occur, Rose Paving will notify agent or owner for inspection.
- 10. WATER DRAINAGE:** On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. After repair and Rose Paving shall not be held liable for ponding or retention in surrounding areas. On projects where the scope of work includes an overlay, the overlay will follow the contour of the existing base surface and Rose Paving cannot guarantee and will not be liable for drainage issues in the work area or surrounding areas.
- 11. CLEANING EXPENSES:** The owner understands that the work called for in this agreement is a messy process. The parties agree that Rose Paving is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Rose Paving employees.

12. INDEMNITY: Rose Paving agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions. However, once installation is complete and customer takes possession of the work area, Owner/Customer understands and agrees that Rose Paving cannot be responsible for materials, area maintenance and safety, and therefore Owner/Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Owner/Customer agrees to indemnify, defend and hold Rose Paving and its agents harmless from any and all loss, expense, liability, or attorneys' fees in connection with any such damages or injuries occurring thereafter. Nothing contained within this paragraph means, or should be construed to mean that Rose Paving or others shall be indemnified for their own negligence.

13. CHOICE OF LAW & VENUE: To the fullest extent permitted by law, each provision of this contract shall be interpreted in such manner as to be effective and valid under the laws of the State of Project and corresponding Choice of Law indicated below without regard to that state's conflict of laws principles, and venue and jurisdiction for any dispute under this agreement shall rest in the Venue and Jurisdiction identified:

	State of Project	Choice of Law	Venue and Jurisdiction
A.	Arizona	Arizona	Superior Court of Maricopa County or the United States District Court District of Arizona-Phoenix
B.	California	California	Superior Court of California County of Los Angeles or the United States District Court Central District of California
C.	Florida	Florida	Circuit Court of Hillsborough County Florida or the United States District Court Middle District of Florida
D.	Illinois	Illinois	Circuit Court of Cook County or Northern District of Illinois
E.	Tennessee	Tennessee	Davidson County Circuit Court or the U.S. District Court Middle District of Tennessee Nashville Division
F.	All other states	Illinois	Circuit Court of Cook County or Northern District of Illinois

14. ATTORNEY FEES & COSTS: In the event Rose Paving places any amounts owed under this proposal for collection with either a collection firm or attorney, Rose Paving shall be entitled to reasonable collection fees, attorneys fees and costs.

15. TAXES: All taxes are included in proposal price unless otherwise specified.

16. MATERIAL & WORKMANSHIP: All material is guaranteed to be as specified. Unless otherwise specified within this Proposal, Rose Paving warrants workmanship and materials for a period of 1 year from the date of completion. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the amount set forth above. We shall not be responsible for delays caused by strikes, accidents, weather or other contingencies beyond our control. Our workers are fully insured.



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PROPOSAL

17. CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS: Customer consents to Rose Paving using images and videos of jobsite as a described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have right to use the name, logos, trademarks, trade names, service marks or other marks of customer to the extent any of the foregoing appear in photographs, images and videos of the jobsite.

18. NON-DISCLOSURE: Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Rose Paving's Confidential Information. This Proposal shall not be shared, distributed or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and Rose Paving shall be entitled to injunctive relief in addition to any other remedy available in law or equity.

19. ALTERATIONS TO THIS PROPOSAL: Alterations or notations on or to this Proposal will not be valid unless accepted in writing by an authorized representative of Rose Paving.

20. SEVERABILITY OF TERMS: Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force

**As a duly authorized representative of Falcon Trace CDD, I
agree to these Terms & Conditions**



Address:

- Falcon Trace CDD
- 13600 Hawk Lake Dr, Orlando, FL 32837

Sealcoat: Spray/Spray Application

- Area: 28,613 SF

Lot Marking:

- No. of Bays: 49
- No. of ADA: 4
- Stop Bars: 1
- Painted Curbs: 50 LF

Steve Morrison
stephen.morrison@rosepaving.com
813.625.5603



Section c.

D&C Parking Lot Maintenance, Inc.
13518 Parkfield Way
Winter Garden, FL 34787 US
info@dcplm.com
www.dcplm.com



Estimate

ADDRESS

Clayton Smith
GMS- Central Florida
219 E. Livingston St Orlando
Florida 32801
407-201-1514

SHIP TO

Jarett Wright
GMS- Central Florida
219 E. Livingston St Orlando
Florida 32801
407-201-1514

ESTIMATE # 3639

DATE 10/05/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Job Location: 13600 Hawk Lake Dr, Orlando, FL, 32837			
	Seal Coating	Sealcoat crew mobilization:1	3,505	1.20	4,206.00
		Delivery and retrieval and equipment to and from job site. Transportation and disposal of debris.			
		Sealcoating: Approximately (3,505) square yards of asphalt parking and access aisle with two coats of Gemseal coat tar of pavement sealer modified with Sealer A.M. or FSA additive. Product shall be applied with mechanical spray rig as per manufacturer specifications at a minimum coverage of six yards per gallon. Curbs and other joined edges shall be "cut in" by hand. Product from manufacturer certified bulk only. Mix design =20-30% diluted (seasonal variations), 3% additive, 3lbs. aggregate (sand) per gallon.			
	Pavement Markings	Striping crew mobilization:1	1	1,400.00	1,400.00
		Delivery and retrieval of equipment to and from job site.			
		Striping and layout back to			

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		existing: Parking stalls (35) in a 4 inch line DOT standard. Handicap stalls (4) striped to ADA code compliant. Access Aisles (0) ADA Cross Walks (0) ADA Stop Bars (1) Stop Stencil (0) Arrows (0) DOT standard. Painted Car Stops (0) White Center Lines LNF (0) Yellow lines LNF (0) White lines LNF (0) Speed Bumps (0) No Parking (0) Painted Curb Yellow LNF (60) Painted Ramps yellow (0) Paint D&C Parking Lot uses: WATERBORNE TRAFFIC PAINT Formulated with high solids for more coverage, durability and brighter colors. Formulated to reduce new asphalt cracking. Lead free, low VOC's and non- hazardous. Exceeds Fed Spec TTP-1952-D			



Material work is guaranteed to be as described above. All work will be completed in a workmanlike manner per standard practices.
Changes to scope of work will be executed only upon written orders.
Extra charges will be outlined for additional work.
All agreements contingent upon strikes, accidents or delays beyond our control.
Owner to carry fire, tornado and other necessary insurance ABOVE WORK.
Our workers are covered by workers compensation insurance.
This job is bid for (1) mobilizations of sealcoating. Additional days due to unattended vehicles, irrigation systems on, tenants not cooperating, dumpsters, and so on will be photo documented and sent to management. Additional days required to complete project will be added to final invoice at \$1,350.00 per day.
Payment Terms: 50% Deposit. Balance Due Upon Completion or within 30 days whichever comes first.
All "NOTICE TO OWNER" information to be submitted prior to work being performed.
We appreciate your business.
Thank you!

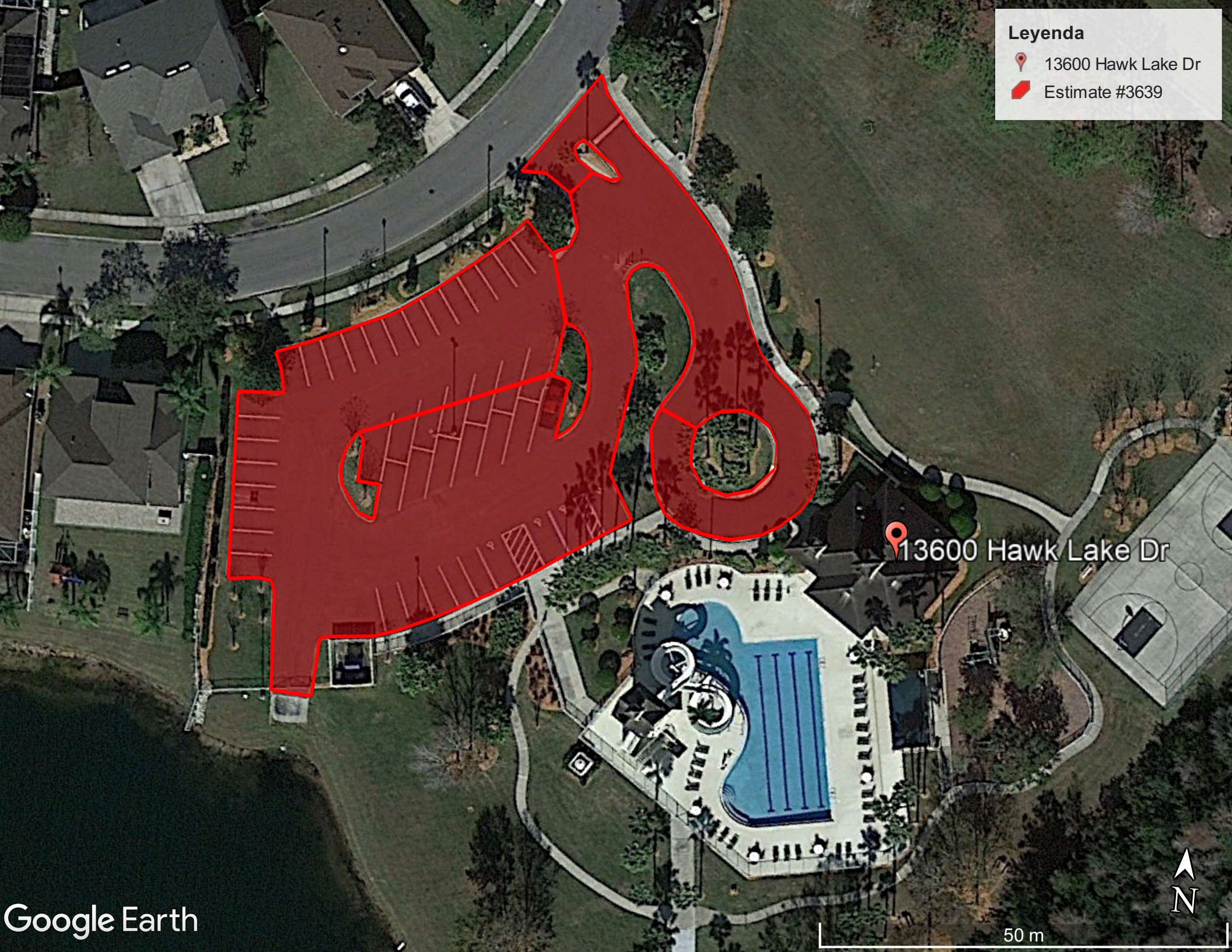
SUBTOTAL	5,606.00
TAX	0.00
TOTAL	\$5,606.00


Accepted By

Accepted Date

Leyenda

-  13600 Hawk Lake Dr
-  Estimate #3639



 13600 Hawk Lake Dr



D&C PARKING LOT MAINTENANCE

Phone Number: (407) 618-9646

Email: info@dcplm.com

Address: 2908 Woods Ave,
Orlando, FL 32805



[CLICK HERE TO
GIVE US A REVIEW!](#)

FOLLOW US



SEALCOATING OWNER'S RESPONSIBILITIES & CONDITIONS

1) LAWN FERTILIZATION should not be installed seven days before or after service.

2) RAIN

If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealers has not bonded.

3) SPRINKLERS

Should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.

4) SITE SERVICES

The property is responsible for notifying all landscapers and garbage companies to not show up in the area of work the day we are performing work. In the event of a rescheduling due to unforeseen conditions, you are required to let all service providers know about the change.

5) BARRICADED PARKING LOT

It is vital that all vehicles are removed from our area of work no later than 7:15 a.m. unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people, and objects in the area of work. Tow trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles.

6) PAVEMENT SEALER

Will take a minimum of 30 days to fully cure and is sensitive to animal droppings, tree droppings, water stains from irrigation systems, ponding water, and tire markings during this time. This is normal and no reason to be concerned, it will fade over time. Areas of shade will take longer to dry and cure than areas in direct sunlight.

7) DRIVING ON SURFACE

Once you start driving on a sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, no worries in time they will blend in with the surrounding surface.

8) WHITE CHALK RESIDUE IN CRACK AREAS

When sealcoating a parking lot with significant underwater issues a white residue that looks like salt may appear in the areas of crack through the parking lot. This is a condition where the base material of limestone or other surfaces is dark to the top of the surface. Since the surface is a dark black, this will be far more evident for a period of time. No worries, it will fade and eventually disappear.

9) OVERSPRAY ON GRASS

Where grass meets your pavement, you may expect a small "drift spray" of pavement sealer. This is normal and will disappear generally after the next mowing.

10) WEEDS

It is important to note that we have proposed all work at the time of the assessment. If you decide to do work 3 months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.



D&C PARKING LOT MAINTENANCE

Phone Number: (407) 618-9646

Email: info@dcplm.com

Address: 2908 Woods Ave, Orlando, FL 32805

WARRANTY

Sealcoating, crack sealing and line striping carries a 30-day **limited warranty**. This warranty does not cover damage due to sprinkler systems left on during or after installation, tire marks, weather-related damage (rain, wind, etc.) people or animals walking across wet seal coat or paint.

We hereby warrant all sealcoating applications against defects in material and workmanship for a period of one year from date of application. We will honor all written claims under the following conditions and guidelines.

1. D & C cannot be responsible for damage of sealer due to lawn chemicals or sprinklers, domestic animals, foot or vehicle traffic for the appropriate sealer cure time. This is usually 24 to 48 hours.
2. D & C will not be responsible for damage due to excessive standing gravel, also for any gas, oil or anti-freeze on your sealed surface.
3. D & C will not be responsible for sealer peeling and flaking due to oil or gas stains on asphalt. Although we will not warrant this we will do our best to prime and clean these areas to ensure the sealer adheres to the asphalt.
4. D & C cannot be responsible for peeling and flaking due to tree sap or transparent petroleum-based products. The owner of the driveway is responsible for power-washing their drive before application to ensure there is no tree sap on the asphalt surface. Almost all trees leave a form of invisible sap on asphalt surfaces causing the sealer to peel after the first winter.
5. D & C owner will have final say should an issue arise in whether or not it is a warranty repair or non-warranty repair. D & C will certainly stand behind anything we feel we are responsible for. This has worked for 20+ years.

Everyday products that can cause sealer to not adhere properly or can cause damage to your freshly sealed driveway:

- Antifreeze and oil dripping from your car.
- Playground chalk – will come through the sealer.
- Chocolate – has oil & and paraffin wax in it and will peel sealer. (Believe it or not, this happened to a customer).
- Pitch from pine trees (and possibly other sap-dripping trees)- brown ring marks or streaks will come through the sealer.
- Lawn chemicals that are sprayed on the grass and allowed to overspray on the sealer.
- Wash and Wax products used to wash your car – if you use them, do it on the street or on your lawn – sealer will not stick to these products. It will cause a “milky white film” on the asphalt.
- Foam tire cleaner for white walls that are silicone-based products.
- Anything that has a paraffin wax base.



D&C PARKING LOT MAINTENANCE

Phone Number: (407) 618-9646

Email: info@dcplm.com

Address: 2908 Woods Ave, Orlando, FL 32805

WHAT TO EXPECT AFTER YOUR SEALCOATING SERVICE WITH D&C PARKING LOT MAINTENANCE

1) TIRE MARKS ON NEWLY SEALED AREAS

For 30-60 days you might notice tire marks or scuffing. These areas will blend in over time. This occurs more often in the hot summer months.

2) SEALER DISCOLORATION

Newly sealed areas may appear different colors due to temperature, humidity, cure rates and application methods. This is normal and will blend in over time.

3) TRACKING ON PAINTED AREAS

Striping may appear dirty from auto traffic while sealcoating cures. This will stop overtime and lines will clear up.

4) CRACKS IN ASPHALT

Sealcoat does not fill in cracks; it does, however, help to seal them to protect the base from moisture penetration.

5) SECOND COATS

Once the pavement is sealed, a second coat is often applied on drive lanes or other high-traffic areas. A 2nd coat is recommended for drive lines in poor conditions. Generally, the second coat will take 1/3 less precut than the first coat. Coverage rate may vary due to the pavement age, porosity, and method of application.

6) KEEP ALL HEAVY EQUIPMENT OFF NEW SEALCOAT FOR AS LONG AS POSSIBLE

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SECTION D

BIG HAWK LAKE RECREATION CENTER

**JUL -SEP
2023**



QUARTERLY REPORT

PROVIDED BY C.A.L.M.

TOTAL RENTALS

JUL - 8

AUG - 7

SEP - 8

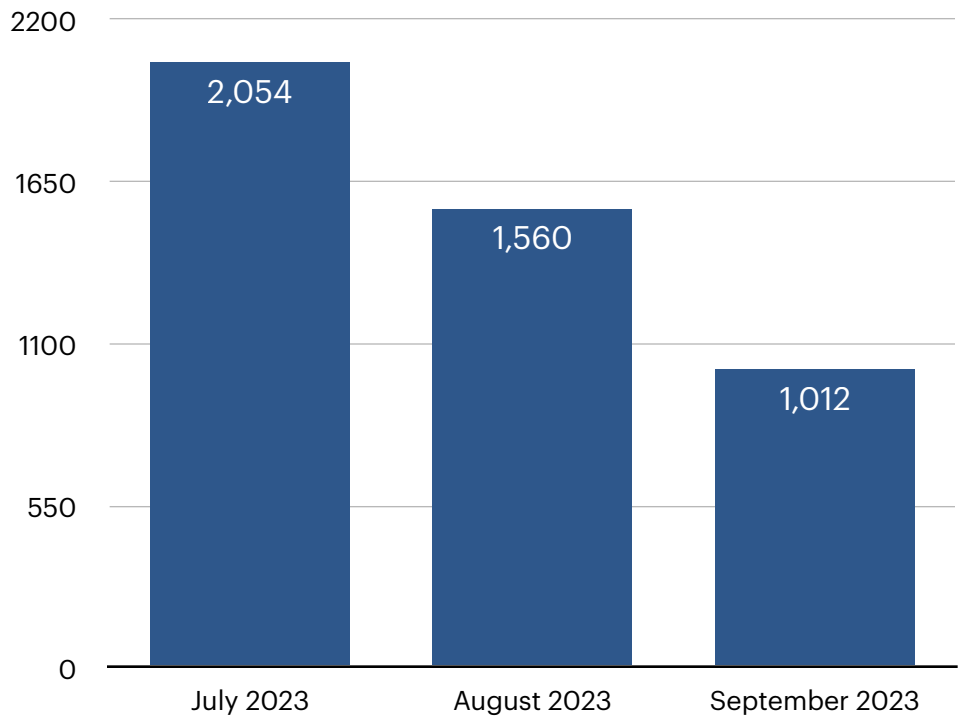
HOURS OF OPERATION:

October:

M, W, Fr, Sa, Su 10-7

CLOSED: Tues. & Thurs.

Pool Usage per Family Big Hawk Lake Usage Report



PENDING ITEMS:

- *Pool Attendant Annual Performance Reviews will be conducted during the month of October.*
- *For the next meeting, I will be bringing some proposed changes to the amenity policies. I am waiting to obtain feedback from all the pool attendants.*