Falcon Trace Community
Development District

Agenda

October 21, 2026

AGENDA

Falcon Trace

Community Development District

219 East Livingston Street, Orlando, FL 32801
Phone: 407-841-5524 - Fax: 407-839-1526

Wednesday
October 21, 2026
6:00 PM

Big Hawk Lake Rec Center
13600 Hawk Lake Drive
Orlando, FL

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the August 19, 2026, Board of Supervisors Meeting
4. Public Hearing
    A. Consideration of Resolution 2027-01 Adopting Amended Rule of Procedure
5. Consideration of Resolution 2027-02 Approving Change of Designated Registered Agent
6. Consideration of DHMB Audit Engagement Letter
7. Discussion of Suspension Letter of Amenity Privileges
8. Staff Reports
    A. Attorney
    B. District Manager's Report
        i. Approval of Check Register
        ii. Balance Sheet and Income Statement
    C. Field Manager
        i. Field Manager Reports
    D. Amenity Manager Report
        i. Movie Night Discussion
9. Supervisor's Requests
10. 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 19, 2026** at 6:00 p.m. at the Big Hawk Lake Recreational Center, 13600 Hawk Lake Drive, Orlando, Florida.

Present and constituting a quorum were:

Sara Hurst	Chairperson
Carole Miller	Vice Chairperson
Sue Marchesi Baron	Assistant Secretary
Felix Kutlik	Assistant Secretary
Perry Shaikh	Assistant Secretary

Also Present were:

Jason Showe	District Manager
Kate John	District Counsel *by telephone*
Ashley Hilyard	Field Operations
Marcia Calleja	CALM

The following is a summary of the discussions and actions taken at the August 19, 2026 meeting.

FIRST ORDER OF BUSINESS **Roll Call**

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

SECOND ORDER OF BUSINESS **Public Comment Period**

A resident stated recently the lights have not been on at the courts at night. Will that be addressed? Mr. Showe stated it could be a timer issue or something else, but Ashley will take a look at that.

THIRD ORDER OF BUSINESS **Approval of the Minutes of the July 15, 2026 Board of Supervisors Meeting**

Ms. Hurst moved to approve the minutes of the July 15, 2026 meeting Mr. Kutlik seconded the motion. The motion passed on the following roll call vote: Ms. Hurst yes. Ms. Miller yes. Ms. Baron yes. Mr. Kutlik yes.

FOURTH ORDER OF BUSINESS **Consideration of Non-Ad Valorem Assessment Administration Agreement for Fiscal Year 2027 with Orange County Property Appraiser**

Ms. Hurst moved to approve the Fiscal Year 2027 non-ad valorem assessment administration agreement with the Orange County property appraiser. Ms. Baron seconded the motion. The motion passed on the following roll call vote: Ms. Hurst yes. Ms. Miller yes. Ms. Baron yes. Mr. Kutlik yes.

FIFTH ORDER OF BUSINESS **Staff Reports**

A. Attorney

Ms. Hurst stated I sent a note to Mike and copied Jason regarding swimwear. There is no Florida Statue for public pools and swimwear. I found examples of what is considered to be modest swimwear and there were several examples and when I sent those to Mike, he said the best guess was to give visual examples to our pool attendants if we have any concerns or questions. Not streetwear, not denim, if the fabric is designed to be swim attire, then whatever form or fashion it comes in, that is swim attire.

Ms. Miller asked didn't we discuss that some swim people come from their homes to the pool. If they wear something and the fabric is approved by us, they have a tendency of dragging on the ground.

Ms. Hurst stated that is where the visual examples came in. Mike sent pictures from other CDDs of what would be considered traditional swim attire and then there were non-approved

examples such as denim, thongs, others. I would set an example of what I clipped out of an Amazon ad, which was modest swimwear. I think we should share that with our pool attendants, so they are comfortable saying this is approved attire.

Mr. Showe stated I will forward the diagram that Mike sent and provide it to Marcia.

Ms. Baron asked is this something we need to have approved and in writing?

Mr. Showe stated it is in your rules already, but this gives a visual description.

Ms. Miller stated I'm concerned about staff if they are approached. Is there training for them?

Ms. Baron asked what happens if someone has a string bikini on?

Ms. Calleja stated they would show them a copy of the guidelines and policy.

B. Manager

i. Approval of Check Register

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

ii. Balance Sheet and Income Statement

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

C. Field Manager's Report

Ms. Hilyard reviewed the task track for August 2026, copy of which was included in the agenda package.

i. Discussion of Plant Replacement Options

The board and staff discussed the plan replace options for the various areas, which were outlined in the agenda package.

**Mr. Shaikh joined the meeting at this time.*

ii. Consideration of FY 2027 Increase for Pool Maintenance Services

This item was tabled to a future meeting.

iii. Consideration of Proposal for Welding Services

> Ms. Hurst moved to approve the proposal for welding services in an amount not to exceed $3,500. Ms. Baron seconded the motion. The motion passed on the following roll call vote.
> Ms. Hurst yes.
> Ms. Miller yes.
> Ms. Baron yes.
> Mr. Kutlik yes.
> Mr. Shaikh yes.

iv. Consideration of Proposals for Painting & Stucco

Ms. Hilyard reviewed the proposals received for painting and stucco repair and the board took the following action.

> Ms. Hurst moved to approve the proposal from M.E.S. in an amount not to exceed $49,000. Ms. Baron seconded the motion. The motion passed on the following roll call vote.
> Ms. Hurst yes.
> Ms. Miller yes.
> Ms. Baron yes.
> Mr. Kutlik yes.
> Mr. Shaikh yes.

D. Amenity Manager's Report

Ms. Calleja stated when they close the pool at night, they are unable to close the parking lot because vehicles are still parked in there. We get complaints that people are hanging out there with loud music after hours.

A resident stated I live across from there and people are there playing loud music, doing drugs and I'm tired of picking up their trash when they leave and throw it in my front yard and backyard. Something has to be done.

The board discussed closing the parking lot at a certain time even if cars are parked there and putting up signage that the parking lot will close at a certain time.

Ms. Calleja stated my other concern is residents bringing in excessive guests.

i. Movie Night Continued Discussion

The board and staff discussed setting up the QR code for selection of movie, and discussed the speaker system.

SIXTH ORDER OF BUSINESS Supervisor's Requests

There being no comments, the next item followed.

SEVENTH ORDER OF BUSINESS Next Meeting Date

Mr. Showe stated the next meeting was scheduled for October 21, 2026.

EIGHTH ORDER OF BUSINESS Adjournment

Ms. Baron moved to adjourn the meeting, Mr. Kutlik seconded the motion. The motion passed on the following roll call vote. Ms. Hurst yes. Ms. Miller yes. Ms. Baron yes. Mr. Kutlik yes. Mr. Shaikh yes.

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION IV

SECTION A

RESOLUTION 2027-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Falcon Trace Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 21st day of October, 2026.

ATTEST:	**FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:

RULES OF PROCEDURE

RULES OF PROCEDURE
FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2

EFFECTIVE AS OF OctOCTOBER 21**, 2026**

TABLE OF CONTENTS

Rule 1.0 General.... 2

Rule 1.1 Board of Supervisors; Officers and Voting. 3

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination. 7

Rule 1.3 Public Meetings, Hearings, and Workshops. 10

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse.... 15

Rule 2.0 Rulemaking Proceedings. 16

Rule 3.0 Competitive Purchase. 29

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act. 34

Rule 3.2 Procedure Regarding Auditor Selection. 38

Rule 3.3 Purchase of Insurance. 42

Rule 3.4 Pre-qualification.... 44

Rule 3.5 Construction Contracts, Not Design-Build. 49

Rule 3.6 Construction Contracts, Design-Build. 54

Rule 3.7 Payment and Performance Bonds. 59

Rule 3.8 Goods, Supplies, and Materials. 60

Rule 3.9 Maintenance Services. 64

Rule 3.10 Contractual Services. 68

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9. 69

Rule 4.0 Effective Date. 72

Rule 1.0 General.

(1) The Falcon Trace Community Development District (the "**District**") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "**Rules**") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the "**Board**") shall consist of five (5) members. Members of the Board ("**Supervisors**") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

(b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.

(4) Record Book. The Board shall keep a permanent record book entitled "**Record of Proceedings**," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.

(6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.

(7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "**voting conflict of interest**" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

(c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

(d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

(a) Agenda packages for prior 24 months and next meeting;

(b) Official minutes of meetings, including adopted resolutions of the Board;

(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;

(d) Adopted engineer's reports;

(e) Adopted assessment methodologies/reports;

(f) Adopted disclosure of public financing;

(g) Limited Offering Memorandum for each financing undertaken by the District;

(h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;

(i) District policies and rules;

(j) Fiscal year end audits; and

(k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

(3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

(4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of $0.15 per page for one-sided copies and $0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar ($1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars ($25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

(5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

(6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

(7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

(e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

(f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District's website at least seven (7) days prior to such meeting, hearing, or workshop.

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into "meeting materials." For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comments
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports
    (a) District Counsel
    (b) District Engineer
    (c) District Manager
        1. Financial Report
        2. Approval of Expenditures
Supervisor's requests and comments

Adjournment

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

(11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

(a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

(b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

(a) Prevent and detect "**fraud**," "**waste**" and "**abuse**" as those terms are defined in section 11.45(1),

(b) Florida Statutes; and

(c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and

(d) Support economical and efficient operations; and

(e) Ensure reliability of financial records and reports; and

(f) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A "**rule**" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Requirements of a Rule. All District rules as drafted shall:

(a) Contain only one subject;

(b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;

(c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and

(d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.

(3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs ("**SERC**") based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of $200,000 in the aggregate in the state within one (1) year after implementation of the rule.

(4) Notice of Rule Development.

(a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule ("**Notice of Rule Development**") setting forth the following:

(i) the subject area to be addressed by rule development;

(ii) A short, plain explanation of the purpose and effect of the proposed rule;

(iii) The grant of rulemaking authority for the proposed rule;

(iv) The law being implemented;

(v) The proposed rule number; and

(vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.

(b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the "**Notice of Rulemaking**") setting forth the following:

(i) A short, plain explanation of the purpose and effect of the proposed rule;

(ii) The proposed rule number;

(iii) A summary of the proposed rule or amendment;

(v) The grant of rulemaking authority for the proposed rule;

(vi) The law being implemented or interpreted;

(vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

(viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;

(ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;

(x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;

(xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;

(x) The date, time, and location of the public hearing on the proposed rule;

(xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and

(xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.

(b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.

(d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

(i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.

(ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

(i) Prior to rule adoption, the District shall publish a notice of change ("**Notice of Change**") if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;

2. In response to written materials submitted to the District; or

3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

(a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.

(b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) In the event of a withdrawal of a proposed rule, the District shall publish a notice ("**Notice of Rule Withdrawal**") in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

(d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

(a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.

(b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.

(c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:

(i) The place, date, and time of the workshop;

(ii) The subject area that will be addressed; and

(iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

(a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

(b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

(c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.

(i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the "**Notice of Denial of Rulemaking Petition**"). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing ("**Notice of Public Hearing**") in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the

scheduled public hearing. The Notice of Public Hearing shall include the following information:

(i) The date, time, and location of the public hearing; and

(ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

(a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.

(b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the "**Notice of Emergency Rule**") which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

(i) The full text of the rule(s); and

(ii) The District's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

(c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

(i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the "**Notice of Renewal of Emergency Rule**") shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.

(ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.

(d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.

(e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.

(f) The District may repeal an emergency rule before it expires by publishing a notice ("**Notice of Repeal of Emergency Rule**") in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:

(i) The full text of the emergency rule and a summary thereof;

(ii) The rule number; and

(iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.

(12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

(13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record ("**Rulemaking Record**") which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:

(a) A copy of the rule;

(b) Any material incorporated by reference in the rule;

(c) A detailed written statement of the facts and circumstances justifying the proposed rule;

(d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;

(e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;

(f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and

(g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

(a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.

(ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

(c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:

(i) Administer oaths and affirmations;

(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

(v) Make or receive offers of settlement, stipulation, and adjustment.

(f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

(15) Variances and Waivers. A "**variance**" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "**waiver**" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "**substantial hardship**" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "**principles of fairness**" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

(16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.
Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

(1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

(a) "**Competitive Solicitation**" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) "**Continuing Contract**" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars ($2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars ($200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) "**Contractual Service**" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

(d) "**Design-Build Contract**" means a single contract with a Design-Build Firm for the design and construction of a public construction project.

(e) "**Design-Build Firm**" means a partnership, corporation or other legal entity that:

(i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

(f) "**Design Criteria Package**" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(g) "**Design Criteria Professional**" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) "**Emergency Purchase**" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

(i) "**Invitation to Bid**" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

(j) "**Invitation to Negotiate**" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.

(k) "**Negotiate**" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.

(l) "**Professional Services**" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

(m) "**Proposal (or Reply or Response) Most Advantageous to the District**" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:

(i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;

(ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n) "**Purchase**" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

(o) "**Request for Proposals**" or "**RFP**" is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(p) "**Responsive and Responsible Bidder**" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise.

(q) "**Responsive Bid**," "**Responsive Proposal**," "**Responsive Reply**," and "**Responsive Response**" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

(1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "**Project**" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

(2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

(a) Hold all required applicable state professional licenses in good standing;

(b) Hold all required applicable federal licenses in good standing, if any;

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has

the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

(i) The ability and adequacy of the professional personnel employed by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant's past performance;

(iv) The willingness of each consultant to meet time and budget requirements;

(v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. "**Auditing Services**" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("**Committee**"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

(iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

(3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("**RFP**"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

(5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(6) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

(i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.

(ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

(iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

(iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

(v) The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

(vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

(vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

(viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

(ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

(x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

(xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

(xii) The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

(i) Impacts on project schedule, cost, or quality of work;

(ii) Unsafe conditions allowed to exist;

(iii) Complaints from the public;

(iv) Delay or interference with the bidding process;

(v) The potential for repetition;

(vi) Integrity of the public contracting process;

(vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(l) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

(6) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

    a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

    b. Hold all required applicable federal licenses in good standing, if any;

    c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

    d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

    Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

(3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

(1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding $200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "**goods, supplies, and materials**" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

(5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

(1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the B**i**ds, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.

(7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective October 21, , 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

SECTION V

RESOLUTION 2027-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND APPROVING THE CHANGE OF DESIGNATED REGISTERED AGENT AND REGISTERED OFFICE OF FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT.

WHEREAS, the Falcon Trace Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Orange County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes.*

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

SECTION 1. Wesley S. Haber of Kutak Rock LLP is hereby designated as the Registered Agent for the District.

SECTION 2. The District's Registered Office shall be located at the office of Kutak Rock LLP, 107 West College Avenue, Tallahassee, Florida 32301, Phone: 850-692-7300; e-mail Wesley.Haber@KutakRock.com.

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District's Secretary is hereby directed to file certified copies of this Resolution with Orange County and the Florida Department of Commerce.

SECTION 4. This Resolution shall become effective immediately upon adoption and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED AND ADOPTED this 21st day of October 2026.

ATTEST:

_____
Secretary/Assistant Secretary

FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT

_____
Chair/Vice Chair, Board of Supervisors

SECTION VI

September 10, 2026

Falcon Trace Community Development District
Board of Supervisors

We are pleased to confirm our understanding of the services we are to provide Falcon Trace Community Development District, ("the District") for the fiscal year ended September 30, 2026 and with an option for additional annual renewals. This letter serves to renew our agreement and establish the terms and fee for the 2026 audit.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund (general fund, debt service fund, capital projects fund), and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended September 30, 2026. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis
2. Budgetary comparison schedule

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of Falcon Trace Community Development District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making information available for the drafting of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of DiBartolomeo, McBee, Hartley & Barnes, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jim Hartley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fees for these services are not to exceed $3,250. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary or if additional Bonds are issued, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Either party may unilaterally terminate this agreement, with or without cause, upon thirty (30) days written notice. Upon any termination of this Agreement, the District will pay all invoices for services rendered prior to the date of the notice of termination but subject to any offsets that the District may have. Pursuant to Section 218.391, Florida Statutes, all invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this engagement.

We shall take all necessary steps to ensure that the audit is completed in a timely fashion so that the financial reports and audits may be approved by the District's Board of Supervisors within 180 days after the end of the fiscal year under review.

We agree and understand that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agree to cooperate with public record requests made there under. In connection with this Agreement, we agree to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, we will:

a. Keep and maintain public records required by the District to perform the service.

b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. Ensure that public records that 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 completion of the Agreement if the auditor does not transfer the records to the District.

d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor

keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

e. If auditor has questions regarding the application of Chapter 119, Florida statutes, to its duty to provide public records relating to this agreement, contact the public records custodian at: c/o Governmental Management Services – Central Florida LLC, 219 East Livingston Street, Orlando, Florida 32801, or recordrequest@gmscfl.com, phone: (407) 841-5524.

Reporting

We will issue a written report upon completion of our audit of Falcon Trace Community Development District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Falcon Trace Community Development District and believe this letter accurately summarizes the terms of our engagement, and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between DiBartolomeo, McBee, Hartley & Barnes and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

DiBartolomeo, McBee, Hartley & Barnes

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

RESPONSE:

This letter correctly sets forth the understanding of Falcon Trace Community Development District.

Signature: _____

Title: _____

Date: _____

SECTION VII

Falcon Trace Community Development District
219 East Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524—Fax: 407-839-1526

September 16, 2026

Via U.S. Mail and Certified Mail

Ms. Kamoliddin Adilov
1876 Derby Glen Drive
Orlando, Florida 32837

Re: Falcon Trace Community Development District Suspension of Amenity Privileges

Dear Mrs. Adilov:

As District Manager for the Falcon Trace Community Development District ("District"), I am writing to notify you that, as a result of an incident at the District's amenity facilities on Saturday, August 8, 2026, your amenity access card has been deactivated and your amenity privileges are suspended through at least October 21, 2026. During this period, you may not access or use any District amenity facilities, and you are not eligible to reserve or rent the community room or pavilion. Any attempt to access District facilities during the suspension will be treated as trespassing and referred to the appropriate authorities. You remain permitted to attend the Board meeting referenced below.

Reason for Suspension. On Saturday, August 8, 2026, District Management observed that you had a number of guests exceeding that permitted by amenity policies and requested that the additional guests leave the facilities. Despite being directed to leave the area, these additional guests returned to the pool approximately an hour later.

This conduct is a violation of the District's adopted *Amenity Facilities Policies*, including, but not limited to, the following prohibited behaviors: (i) failing to abide by the rules and policies established for use of facilities; and (ii) engaging in another violation of the rules and policies after a verbal warning has been given by staff.

Opportunity to Address the Board. You will have an opportunity to address the Board regarding this suspension at the next meeting of the District's Board of Supervisors on **October 21, 2026, at 6:00 p.m., at the Big Hawk Lake Recreational Center, located at 13600 Hawk Lake Drive, Orlando, Florida 32837** ("Hearing"). Please provide any relevant written materials to the undersigned at least seven days prior to the Hearing. At the Hearing, the Board may take additional action, including a termination or extension of the suspension of your amenity privileges. In determining whether to take such additional action, the Board shall consider materials provided by you and District staff, as well as the nature of the violation and prior violations, if any. The Board may also require payment of administrative reimbursement up to $500 in accordance with the Suspension and Termination Access Rule, Section 5, in order to offset the legal and/or administrative expenses incurred by the District in accordance with the District's *Amenities Rules and Policies*.

Should you have any questions regarding this matter, please contact me at 407-841-5524 or jshowe@gmscfl.com.

Sincerely,

Jason Showe
District Manager

Cc: Michael Eckert, District Counsel

SECTION VIII

SECTION B

SECTION 1

Falcon Trace
Community Development District

Summary of Check Register

August 6, 2026 to October 7, 2026

Fund	Date	Check No.'s		Amount
General Fund				
	8/11/26	4893-4896	$	7,008.95
	8/19/26	4897-4899	$	8,099.30
	9/2/26	4900-4902	$	3,466.00
	9/16/26	4903-4906	$	1,056.30
	9/23/26	4907-4913	$	49,200.77
	9/28/26	4914	$	9,134.04
	9/30/26	4915-4917	$	24,506.79
	10/7/26	4918-4922	$	13,213.62
			$	115,685.77
General Fund Auto Pays				
	8/24/26 - 9/28/26	80039-80044	$	7,351.77
			$	7,351.77
	Supervisors			
	Carole Miller	50509	$	184.70
	Felix J. Kutlik	50510	$	184.70
	Pervaiz Shaikh	50511	$	184.70
	Sara Hurst	50512	$	184.70
	Susan Baron	50513	$	184.70
			$	923.50
		Total Amount	**$**	**123,961.04**

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
9/23/26	00143	2/02/26	DORAN560	202602	320	53800-47600				V	48.00-		
			ANNUAL BASE RE-INSPECTION										
									OFFICE OF THE FIRE MARSHALL			48.00-	004819
8/11/26	00152	8/03/26	QUOTE658	202608	320	53800-47600				*	2,725.00		
			GUEST HOUSE KITCHEN										
									MARY AND DAVID REMODELING LLC			2,725.00	004893
8/11/26	00022	7/28/26	330414	202608	320	53800-47401				*	1,154.95		
			POOL CHEMICAL-AUG26										
									SPIES POOL, LLC			1,154.95	004894
8/11/26	00125	5/29/26	2207	202605	320	53800-47600				*	171.00		
			STAFF UNIFORMS										
									TOMMY'S TAGS INC.			171.00	004895
8/11/26	00150	8/01/26	218271	202608	320	53800-47500				*	2,958.00		
			LANDSCAPE MAINT-AUG26										
									FLORIDA ULS OPERATING LLC DBA			2,958.00	004896
8/19/26	00027	8/01/26	802	202608	320	53800-12000				*	2,058.42		
			FIELD MANAGEMENT-AUG26										
		8/01/26	804	202608	310	51300-34000				*	5,492.75		
			MANAGEMENT FEES-AUG26										
		8/01/26	804	202608	310	51300-35200				*	71.67		
			WEBSITE MANAGEMENT-AUG26										
		8/01/26	804	202608	310	51300-35100				*	131.33		
			INFORMATION TECH-AUG26										
		8/01/26	804	202608	310	51300-51000				*	.45		
			OFFICE SUPPLIES										
		8/01/26	804	202608	310	51300-42000				*	11.15		
			POSTAGE										
		8/01/26	804	202608	310	51300-42500				*	33.90		
			COPIES										
		8/01/26	804	202608	320	53800-48000				*	177.85		
			JULY 4TH DECOR										
									GOVERNMENTAL MANAGEMENT SERVICES-CF			7,977.52	004897
8/19/26	00022	8/18/26	24394	202608	300	15500-10000				*	30.00		
			TANK RENTAL FEE-SEP26										
									SPIES POOL, LLC			30.00	004898
8/19/26	00090	8/10/26	14941151	202608	300	15500-10000				*	91.78		
			SECURITY MONITORING-SEP26										
									SAFE TOUCH SECURITY SYSTEMS			91.78	004899

*** CHECK DATES 08/06/2026 - 10/07/2026 *** 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	#
9/02/26	00079	8/31/26	22537	202608	320	53800-47000				*	650.00		
			LAKE MAINTENACE-AUG26										
									AQUATIC WEED MANAGEMENT, INC.			650.00	004900
9/02/26	00113	8/25/26	3794250	202607	310	51300-31500				*	1,866.00		
			GENERAL COUNSEL-JUL26										
									KUTAK ROCK LLP			1,866.00	004901
9/02/26	00100	9/01/26	1012891	202609	320	53800-47400				*	950.00		
			POOL MAINTENANCE-SEP26										
									ROBERTS POOL SERVICE AND REPAIR INC			950.00	004902
9/16/26	00154	8/14/26	74011063	202608	320	53800-47600				*	150.00		
			WARPS REMOVAL										
									MASSEY			150.00	004903
9/16/26	00022	9/18/26	24524	202609	300	15500-10000				*	30.00		
			TANK RENTAL FEE-OCT26										
									SPIES POOL, LLC			30.00	004904
9/16/26	00041	9/03/26	86664	202609	320	53800-47600				*	160.00		
			ADJUST LIGHTS/TIME CLOCK										
									TERRY'S ELECTRIC INC			160.00	004905
9/16/26	00150	8/31/26	223197	202608	320	53800-47500				*	716.30		
			VALVE REPLACEMENT										
									FLORIDA ULS OPERATING LLC DBA			716.30	004906
9/23/26	00126	8/04/26	260667-1	202608	320	53800-49100				*	5,337.50		
			SCOPE OF WORK										
									ACCESS CONTROL SYSTEMS LLC			5,337.50	004907
9/23/26	00067	9/14/26		202609	300	15500-10000				*	29,600.00		
			FY27 INSURANCE POLICY										
									EGIS INSURANCE & RISK ADVISORS			29,600.00	004908
9/23/26	00027	9/01/26	807	202609	310	51300-34000				*	5,492.75		
			MANAGEMENT FEES-SEP26										
		9/01/26	807	202609	310	51300-35200				*	71.67		
			WEBSITE MANAGEMENT-SEP26										
		9/01/26	807	202609	310	51300-35100				*	131.33		
			INFORMATION TECH-SEP26										
		9/01/26	807	202609	310	51300-51000				*	.42		
			OFFICE SUPPLIES										
		9/01/26	807	202609	310	51300-42000				*	10.96		
			POSTAGE										

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
		9/01/26	807 COPIES	202609	310-51300-42500			*	13.65		
							GOVERNMENTAL MANAGEMENT SERVICES-CF			5,720.78	004909
9/23/26	00152	8/03/26	QUOTE658 FINAL BALANCE GH KITCHEN	202608	320-53800-49100			*	2,725.00		
							MARY AND DAVID REMODELING LLC			2,725.00	004910
9/23/26	00022	6/03/26	328396.1 POOL CHEMICAL-JUN26	202606	320-53800-47401			*	1,439.95		
		8/20/26	331117 POOL CHEMICAL-AUG26	202608	320-53800-47401			*	1,156.95		
							SPIES POOL, LLC			2,596.90	004911
9/23/26	00090	9/10/26	14988823 SECURITY MONITORING-OCT26	202609	300-15500-10000			*	91.78		
							SAFE TOUCH SECURITY SYSTEMS			91.78	004912
9/23/26	00150	8/28/26	222379 IRRIGATION WET CHECK 2026	202607	320-53800-47301			*	218.81		
		9/01/26	222804 LANDSCAPE MAINT-SEP26	202609	320-53800-47500			*	2,958.00		
							FLORIDA ULS OPERATING LLC DBA			3,176.81	004913
9/28/26	00124	6/19/26	43 POOL ATTENDANTS-JUN26	202606	320-53800-12200			*	8,997.00		
		6/19/26	43 POPCORN BAGS	202606	320-53800-48000			*	9.19		
		6/19/26	43 PRINTER INK CARTRIDGE	202606	310-51300-51000			*	120.50		
		6/19/26	43 MOVIE NIGHT WATERS	202606	320-53800-48000			*	7.35		
							COMMUNITY ASSOC & LIFESTYLE MGMT			9,134.04	004914
9/30/26	00124	7/31/26	44 POOL ATTENDANTS-JUL26	202607	320-53800-12200			*	10,358.51		
		7/31/26	44 POSTAGE	202607	310-51300-42000			*	105.06		
		7/31/26	44 ARM BANDS/SANITARY BAGS	202607	320-53800-47600			*	76.45		
		8/31/26	45 POOL ATTENDANTS-AUG26	202608	320-53800-12200			*	11,108.29		
		8/31/26	45 PAPER TOWELS	202608	310-51300-51000			*	32.19		
		8/31/26	45 TOILET PAPER	202608	310-51300-51000			*	35.79		
							COMMUNITY ASSOC & LIFESTYLE MGMT			21,716.29	004915

*** CHECK DATES 08/06/2026 - 10/07/2026 *** 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	#
9/30/26	00153	6/30/26	321-2880	202606	320	53800-47600				*	1,488.00		
			REPAIRS IN WOMEN BATHROOM										
									N&M COOLING AND HEATING ,LLC DBA			1,488.00	004916
9/30/26	00113	9/28/26	3815878	202608	310	51300-31500				*	1,302.50		
			GENERAL COUNSEL-AUG26										
									KUTAK ROCK LLP			1,302.50	004917
10/07/26	00079	9/30/26		202609	320	53800-47000				*	650.00		
			LAKE MAINTENACE-SEP26										
									AQUATIC WEED MANAGEMENT, INC.			650.00	004918
10/07/26	00027	8/31/26	808	202608	320	53800-47600				*	2,750.69		
			GENERAL MAINTANCE-AUG26										
		8/31/26	809	202608	320	53800-47600				*	3,239.96		
			FOUNTAIN INSTALL										
		9/01/26	805	202609	320	53800-12000				*	2,058.42		
			FIELD MANAGEMENT-SEP26										
		9/01/26	805	202609	320	53800-47600				*	765.60		
			COOL TODAY-PLUMBING DEP										
		9/01/26	805	202609	320	53800-47600				*	352.79		
			ULINE-FIRST AID KIT										
									GOVERNMENTAL MANAGEMENT SERVICES-CF			9,167.46	004919
10/07/26	00019	9/21/26	OSA13298	202609	310	51300-48000				*	253.58		
			NOT OF RULE DEVELOPMENT										
		9/21/26	OSA13298	202609	310	51300-48000				*	297.31		
			NOT OF BOS MEETING										
		9/28/26	OSA14123	202609	310	51300-48000				*	489.83		
			NOT OF RULE MAKING										
									ORLANDO SENTINEL COMMUNICATIONS LLC			1,040.72	004920
10/07/26	00022	9/15/26	331851	202609	320	53800-47401				*	1,448.00		
			POOL CHEMICAL-SEP26										
									SPIES POOL, LLC			1,448.00	004921
10/07/26	00150	9/28/26	226729	202609	320	53800-47500				*	907.44		
			REPLACE VALVE										
									FLORIDA ULS OPERATING LLC DBA			907.44	004922
										TOTAL FOR BANK A	115,685.77		

*** CHECK DATES 08/06/2026 - 10/07/2026 *** FALCON TRACE CDD -GENERAL FUND
BANK Z GENERAL FUND AUTOPAY

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
8/24/26	00033	8/17/26	7700-08. 13600 HAWK LAKE DR-AUG.26	202608	320	53800-43100				*	898.70		
									ORANGE COUNTY UTILITIES			898.70	080039
8/24/26	00021	8/20/26	6380-08. 13600 HAWK LAKE-AUG.26	202608	320	53800-47700				*	1,654.19		
									REPUBLIC SERVICES			1,654.19	080040
9/01/26	00140	8/25/26	9712-08. 13709 HAWK LAKE DR-AUG.26	202608	320	53800-43000				*	1,697.94		
									DUKE ENERGY			1,697.94	080041
9/01/26	00141	8/22/26	7494-09. 13600 HAWK LAKE DR-SEP.26	202609	320	53800-41000				*	303.86		
									SPECTRUM BUSINESS			303.86	080042
9/22/26	00033	9/16/26	7700-09. 13600 HAWK LK DR-SEP.26	202609	320	53800-43100				*	980.59		
									ORANGE COUNTY UTILITIES			980.59	080043
9/28/26	00140	9/24/26	9712-09. 13709 HAWK LAKE DR-SEP.26	202609	320	53800-43000				*	1,816.49		
									DUKE ENERGY			1,816.49	080044

TOTAL FOR BANK Z 7,351.77

TOTAL FOR REGISTER 123,037.54

407-936-5725
maryanddavidremodeling@gmail.com
Saint Cloud, FL

MARY & DAVID
REMODELING

VH152

Mary and David Remodeling LLC

INVOICE

320-538-476

BILL TO: **Falcon Trace**
6200 Lee Vista BLVD
Suite 300
Orlando, FL 32822
ahilyard@gmscfl.com

NUMBER: QUOTE658
DATE: Aug 3, 2026
DUE DATE: On receipt

Description	Amount
Guest House Kitchen Project	~~$5,450.00~~
Stone Countertop	50%
Material: Quartz Sparkling white or similar	$2725.00
Flat Polish Edges	
Sink cut out	
Full Backsplash and standard 3-4 in backsplash in right side	
New Sink Included	
New Faucet	
reconnect drain and install faucet	
Cabinet	
New cabinets	
White shakers	
New handles	

SUBTOTAL:	**$5,450.00**
TOTAL:	**$5,450.00**
PAID:	**$0.00**

50%

$2725—

Payment Delivery Information:
50% Downpayment needed to commence and 50% Final Payment at completion can be made to:

Mary and David Remodeling LLC

Address:
2006 Oakview Cir
Saint Cloud, FL 34769
United States

Comments

50% Downpayment needed to commence
$2,725

50% Final Payment at completion
$2,725

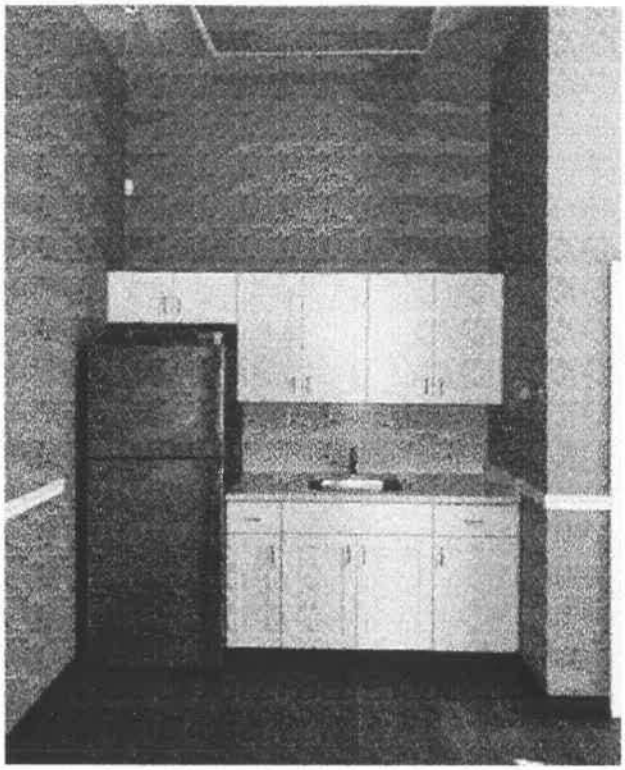


Photo 1

White shakers

New handles

SUBTOTAL:	**$5,450.00**
TOTAL:	**$5,450.00**
PAID:	**$0.00**

Payment instructions

Payment Delivery information
50% Downpayment needed to commence and 50% Final Payment at completion can be made to:

BALANCE DUE **$5,450.00**

Please let me know if you have any questions.
Thank you again.

Regards,

Emma Villa
Governmental Management Services-CF, LLC
6200 Lee Vista Blvd
Suite 300
Orlando, FL 32822
Phone: (407) 841-5524 x 143
Direct Phone: (407) 955-4283
Email: evilla@gmscfl.com

> On Aug 3, 2026, at 2:42 PM, Ashley Hilyard <ahilyard@gmscfl.com> wrote:
>
> Hey Emma,
>
> Attached is an invoice for the 50% material deposit for meeting room renovations. Can you send a check to the address below please?
>
> Mary & David Remodeling
> 2006 Oakview Circle
> St Cloud FL 34769
>
> On Mon, Aug 3, 2026 at 12:40 PM Mary and David Remodeling LLC <invoice@e.invoicefiy.com> wrote:
>
> Deposit to Begin Cabinet & Countertop Work

SPIES
SINCE 1989
COMMERCIAL POOL EXPERTS
407-847-2771
• ALL CHEMICALS • ALL REPAIRS
• ALL PARTS • ALL RENOVATIONS
www.SpiesPool.com

Invoice

Number: 330414
Date: 7/28/2026
Account No: 988-1064
Terms: Net 30 Days
Reference: Order 330414
PO Number:
Sales Rep: ANDREW VAUGHAN

***** Spies Pool LLC ***** V#22
320-538-4740 1

801 Sawdust TR.
Kissimmee, FL 34744
Phone: (407)847-2771
Fax: (407)847-8242

Billing Address:
BIG HAWK RECREATION CENTER (GMS LLC) - FALCON TRAC
C/O GOVERNMENTAL MANAGEMENT SE
219 E LIVINGSTON ST
ORLANDO, FL 32801

Service Address:
BIG HAWK RECREATION CENTER (GMS LLC) - BIG HAWK RE
13600 HAWK LAKE DR.
ORLANDO, FL 32837

Item	Description	Qty	Unit	Price	Extended
AAA-50-8638	BULK BLEACH (LOCATION AND TANK SIZE)	300.00	Gallon	$2.80	$840.00
AAA-50-8900	15 GALLON DRUM SULFURIC ACID 15% - REMOVE EMPTIES	3.00	EA	$92.00	$276.00
TEMPFUELSURCHARGE	FUEL SURCHARGE	1.00	EA	$9.00	$9.00
DEL-00-0000-S	DELIVERY FEE	1.00	EA	$29.95	$29.95

RECEIVED
JUL 31 2026
By

FOR CHEMICAL EMERGENCY CALL INFOTRAC 1-800-535-5053 24HRS
WE CANNOT WARRANTY PARTS THAT WE DO NOT INSTALL
PLEASE NOTE: THERE IS A 3% CONVENIENCE SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS. TO AVOID THIS CHARGE, PLEASE PAY WITH CASH (ACH) OR CHECK

Non-Taxable:	$1,154.95
Taxable:	$0.00
Sub Total:	$1,154.95
Sales Tax:	$0.00
Freight:	
Total:	$1,154.95
Total Paid:	
Total Due:	**$1,154.95**

Accepted By

VH 125

Marcia Calleja
Approved 5/29/26

TOMMYSTAGS.COM
tommystagsza@gmail.com
TOMMY'S TAGS
"Veteran Owned"
Custom Embroidery & Printing for all you uniform needs

TOMMY'S TAGS
Veteran Owned, Family Run
For All Your Uniform Needs
900 Tavistock Lakes Blvd Suite 400, Orlando, FL 32827
(407) 721-2228

Bill to:	Ship To:	
ATT: Marcia Calleja	ATT: Marcia Calleja	Date: May 29, 2026
Falcon Trace CDD	6200 Lee Vista Blvd	Invoice #: 2207
Orlando, FL	Orlando FL, 32822	Invoice Type:various
		Date ordered: May 28, 2026

Item #	Color	Item Description		XS	S	M	L	XL	2X L	3X L	Total	LOGO / LOCATION FRONT Chest LEFT	LOGO / LOCATION FRONT BACK TOP MIDDLE		Price / garment	Qty	TOTAL
1	Dark Smoke	Sport-Tek Posi-UV Pro Tee. ST420	Men's					3			3	Big Hawk Lake Reacreation Falcon Trace CDD (SMALL LETTERS)	Back top Middle (full) should read STAFF (across back)		$13.75	3	$41.25
2	Dark Smoke	Sport-Tek Posi-UV Pro Tee. ST420	Men's						1		1	Big Hawk Lake Reacreation Falcon Trace CDD (SMALL LETTERS)	Back top Middle (full) should read STAFF (across back)		$15.75	1	$15.75
3	True Red	Sport-Tek Posi-UV Pro Tee. ST420	Men's					3			3	Big Hawk Lake Reacreation Falcon Trace CDD (SMALL LETTERS)	Back top Middle (full) should read STAFF (across back)		$13.75	3	$41.25
4	True Red	Sport-Tek Posi-UV Pro Tee. ST420	Men's						1		1	Big Hawk Lake Reacreation Falcon Trace CDD (SMALL LETTERS)	Back top Middle (full) should read STAFF (across back)		$15.75	1	$15.75
5	True Royal	Sport-Tek Posi-UV Pro Tee. ST420	Men's					3			3	Big Hawk Lake Reacreation Falcon Trace CDD (SMALL LETTERS)	Back top Middle (full) should read STAFF (across back)		$13.75	3	$41.25
6	True Royal	Sport-Tek Posi-UV Pro Tee. ST420	Men's						1		1	Big Hawk Lake Reacreation Falcon Trace CDD (SMALL LETTERS)	Back top Middle (full) should read STAFF (across back)		$15.75	1	$15.75
7																	
								9	3		12					12	$171.00

Tax Exempt certificate number 85-8017705905c-1 — 0.00% — $0.00
Sub Total — $171.00
Shipping — $0.00
TOTAL DUE — $171.00

Upon approvel of Sizes and Colors, we are not responsible for any errors, and once we receive a deposit of 50% we will start your order ...Check the **Garment Label** on how to Wash and Care for your Garment. Delivery 7 to 10 Business Days.. **Thank You**

RECEIVED
AUG 07 2026
By

V#150

UNITED Land Services

320-538-475

12276 San Jose Blvd.
Suite 747
Jacksonville, FL 32223

Invoice 218271

Date	PO#
08/01/26	
Due Date	**Terms**
8/16/26	**Net 15**

BILL TO
Falcon Trace Community Development Dist.
Governmental Management Service 6200 Lee Vista Blvd Suite 300 Orlando, FL 32822

Property Address
Falcon Trace Community Development Dist. 13400 Hawkeye Dr. Orlando, FL 32837

Item	Amount
Job #191199 - Maintenance - August 2026	**$2,958.00**

RECEIVED
AUG 03 2026
By

Thank you for your business.

REMIT PAYMENT TO:
United Land Services
12276 San Jose Blvd Suite 747
Jacksonville FL 32223

Subtotal	$2,958.00
Sales Tax	$0.00
Total	**$2,958.00**
Credits/Payments	($0.00)
Balance Due	**$2,958.00**

p | f

ALL materials on this invoice INCLUDE installation using lump-sum pricing.

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

VH27

Invoice

Invoice #: 802
Invoice Date: 8/1/26
Due Date: 8/1/26
Case:
P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Field Management 120		2,058.42	2,058.42

RECEIVED
AUG 13 2026
By

Total	$2,058.42
Payments/Credits	$0.00
Balance Due	$2,058.42

GMS-Central Florida, LLC
1001 Bradford Way VH27
Kingston, TN 37763

Invoice

Invoice #: 804
Invoice Date: 8/1/26
Due Date: 8/1/26
Case:
P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Management Fees - 340		5,492.75	5,492.75
Website Administration - 352		71.67	71.67
Information Technology - 351		131.33	131.33
Office Supplies - 510		0.45	0.45
Postage - 420		11.15	11.15
Copies - 425		33.90	33.90
Amazon - July 4th Decor - 320-538-480		177.85	177.85

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AUG 13 2026
By

Total	$5,919.10
Payments/Credits	$0.00
Balance Due	$5,919.10

VH22

SPIES
SINCE 1989
COMMERCIAL POOL EXPERTS
407-847-2771
• ALL CHEMICALS • ALL REPAIRS
• ALL PARTS • ALL RENOVATIONS
www.SpiesPool.com

306-155400

Invoice

Number: 24394
Date: 8/18/2026
Account No: 988-1064
Terms: Net 30 Days
Reference: Monthly Service
PO Number:
Sales Rep: ANDREW VAUGHAN

*** Spies Pool LLC ***

801 Sawdust TR.
Kissimmee, FL 34744
Phone: (407)847-2771
Fax: (407)847-8242

Billing Address:
BIG HAWK RECREATION CENTER (GMS LLC) - FALCON TRAC
C/O GOVERNMENTAL MANAGEMENT SE
219 E LIVINGSTON ST
ORLANDO, FL 32801

Service Address:
BIG HAWK RECREATION CENTER (GMS LLC) - BIG HAWK RE
13600 HAWK LAKE DR.
ORLANDO, FL 32837

Item	Description	Qty	Unit	Price	Extended
SPI-TNK-0001-S	DIVE TANK RENTAL	1.00		$30.00	$30.00

RECEIVED
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By

FOR CHEMICAL EMERGENCY CALL INFOTRAC 1-800-535-5053 24HRS
WE CANNOT WARRANTY PARTS THAT WE DO NOT INSTALL
PLEASE NOTE: THERE IS A 3% CONVENIENCE SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS. TO AVOID THIS CHARGE, PLEASE PAY WITH CASH (ACH) OR CHECK

Non-Taxable:	$30.00
Taxable:	$0.00
Sub Total:	$30.00
Sales Tax:	$0.00
Freight:	
Total:	$30.00
Total Paid:	
Total Due:	**$30.00**

Accepted By

ORLANDO DIVISION
9512 Sunbeam Center Drive
Jacksonville, FL 32257 V#90
Tel : (904)886-4664 300-165100

safe touch

Invoice Number 14941151
Sale Date 8/10/2026
Due Date 9/1/2026

FALCON TRACE
6200 Lee Vista Blvd Suite 300
ORLANDO, FL 32822

Description	Qty	Price	Net	Tax	Total
Platinum Monitoring Package W/ADC	1	$54.13	$54.13	$0.00	$54.13
For: FALCON TRACE at 13600 HAWK LAKE DR ORLANDO, FL 32837 Period Covered: 09/01/2026 to 09/30/2026 inclusive.					
Basic Internet Monitoring	1	$37.65	$37.65	$0.00	$37.65
For: FALCON TRACE CDD POOL & REC CENTER at 13600 HAWK LAKE DR ORLANDO, FL 32837 Period Covered: 09/01/2026 to 09/30/2026 inclusive.					
TOTALS			**$91.78**	**$0.00**	**$91.78**

RECEIVED
AUG 18 2026
By

----------Return Stub Below----------

Please return this portion of your invoice with your payment. Thank you!

Customer : FALCON TRACE

Invoice Number 14941151

Acct. Bal. **$91.78** **Amount Remitted** _____.__

Bill Payer ID 181862

Payment Method **Check** ☐ **Check Number** _____ **Date Remitted** __/__/__

Charge* ☐ **Card Number** _____ **Billing Zipcode** _____

Name On Card _____ **Exp Date** _____

Signature _____ **Card ID** _____

*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa

Please remit to : ORLANDO DIVISION, 9512 Sunbeam Center Drive, Jacksonville, FL 32257 **Inv #** **14941151**

INVOICE

Aquatic Weed Management, Inc.
PO Box 1259
Haines City, FL 33845

WATERWEED1@AOL.COM
+1 (863) 412-1919

#79
320-538.470

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

RECEIVED
AUG 31 2026
By

Invoice details
Invoice no.: 22537
Terms: Net 15
Invoice date: 08/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Falcon Trace**	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.	1	$650.00	$650.00

Total **$650.00**

Note to customer

The month on the date of the invoice should correspond with the month treatments were made. Thank you for your business!

KUTAK ROCK LLP V#113

TALLAHASSEE, FLORIDA 315
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3794250
Client Matter No. 7523-1
Notification Email: eftgroup@kutakrock.com

August 25, 2026

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

Invoice No. 3794250
7523-1

Re: Falcon Trace CDD - General Counsel

For Professional Legal Services Rendered

07/06/26	K. Metin	0.80	224.00	Review approved proposals; confer with Hilyard regarding the repair proposal
07/07/26	K. Metin	2.60	728.00	Prepare agreement for repair services; revise scope of services; confer with Showe regarding the agreement
07/10/26	K. Metin	1.20	336.00	Review agenda package
07/14/26	K. Metin	0.60	168.00	Prepare for the board meeting
07/15/26	M. Eckert	1.00	410.00	Prepare for and attend board meeting

TOTAL HOURS 6.20

TOTAL FOR SERVICES RENDERED $1,866.00

TOTAL CURRENT AMOUNT DUE $1,866.00

RECEIVED
AUG 28 2026
By

Roberts Pool Service and Repair Inc.
19315 Lake Pickett Rd
Orlando, FL 32820
4075681074
robertspool1977@aol.com

V#100
320.538.474

ROBERT'S POOL SERVICE Since 1977

INVOICE

BILL TO
Falcon Trace
6200 Lee Vista Boulevard
Suite 300
Orlando, Fl. 32822

INVOICE # 1012891
DATE 09/01/2026
DUE DATE 10/01/2026
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
SEPTEMBER 2026 SEPTEMBER 2026 Swimming Pool Maintenance	1	950.00	950.00

BALANCE DUE **$950.00**

RECEIVED
SEP 01 2026
BY

MASSEY

South Orlando Commercial JB174410
2776 S Michigan Ave
Kissimmee, FL 34744
407-569-0638

V#154
320-538-476

INVOICE 74011063

Dated 8/14/2026

Falcon Trace CDD Clubhouse
6200 Lee Vista Blvd
Suite 300
Orlando, FL 32822

Account # 9772847
Purchase order

DESCRIPTION	AMOUNT	DISCOUNT	TAX	ADJUSTMENT	AMOUNT DUE
For service at Falcon Trace CDD Clubhouse 13709 Hawk Lake Dr Orlando, FL 32837-8084					
Pest Special Service	$150.00	$0.00	$0.00	$0.00	$150.00

PLEASE REMIT $150.00

RECEIVED
SEP 04 2026
By

Account # 9772847
Falcon Trace CDD Clubhouse
6200 Lee Vista Blvd
Suite 300
Orlando, FL 32822

INVOICE 74011063
Dated 8/14/2026

PLEASE REMIT $150.00

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

AMT. PAID
CHECK/CARD #
EXP. DATE
SIGNATURE

Massey Services
PO Box 547668
Orlando, FL 32854
407-645-2500

SPIES
SINCE 1989
COMMERCIAL POOL EXPERTS
407-847-2771
• ALL CHEMICALS • ALL REPAIRS
• ALL PARTS • ALL RENOVATIONS
www.SpiesPool.com

VH032
200.165-100

Invoice

Number: 24524
Date: 9/18/2026
Account No: 988-1064
Terms: Net 30 Days
Reference: Monthly Service
PO Number:
Sales Rep: ANDREW VAUGHAN

*** Spies Pool LLC ***

801 Sawdust TR.
Kissimmee, FL 34744
Phone: (407)847-2771
Fax: (407)847-8242

Billing Address:
BIG HAWK RECREATION CENTER (GMS LLC) - FALCON TRAC
C/O GOVERNMENTAL MANAGEMENT SE
219 E LIVINGSTON ST
ORLANDO, FL 32801

Service Address:
BIG HAWK RECREATION CENTER (GMS LLC) - BIG HAWK RE
13600 HAWK LAKE DR.
ORLANDO, FL 32837

Item	Description	Qty	Unit	Price	Extended
SPI-TNK-0001-S	DIVE TANK RENTAL	1.00		$30.00	$30.00

RECEIVED
SEP 15 2026
By

FOR CHEMICAL EMERGENCY CALL INFOTRAC 1-800-535-5053 24HRS
WE CANNOT WARRANTY PARTS THAT WE DO NOT INSTALL
PLEASE NOTE: THERE IS A 3% CONVENIENCE SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS. TO AVOID THIS CHARGE, PLEASE PAY WITH CASH (ACH) OR CHECK

Non-Taxable:	$30.00
Taxable:	$0.00
Sub Total:	$30.00
Sales Tax:	$0.00
Freight:	
Total:	$30.00
Total Paid:	
Total Due:	**$30.00**

Accepted By

Terry's Electric Inc.

600 N. Thacker Avenue, Suite A
Kissimmee,Florida 34741
(407) 572-2100 / 888-27TERRY EC0001017
320-538-476

#41

Invoice#: 86664
Date: 9/3/2026
Customer#: 4366
Job #: 4026
Project/Location:

Customer Name:
Falcon Trace
c/o GMS
219 Livingston St
Orlando,FL 32801

Re:
Falcon Trace
13709 Hawk Lake Dr
Orlando, FL 32837

Quantity	Description of Work	Price Per	Total
	The mechanical clock timer for the parking lot light was adjusted. The time was 2 hours less. The time was corrected and the control was tested and everything is ok. Tech Ramon		
		Invoice Total:	$160.00

RECEIVED
SEP 04 2026
By

Terms: Net Due Upon Receipt of Invoice. Thank You For Your Business!

You May Use Your Visa or Master Card to Pay Your Invoice.

VH150

UNITED Land Services

12276 San Jose Blvd.
Suite 747
Jacksonville, FL 32223

320-538-4175

Invoice 223197

Date	PO#
08/31/26	
Due Date	**Terms**
9/15/26	Net 15

BILL TO
Falcon Trace Community Development Dist.
Governmental Management Service 219 East Livingston Street Orlando, FL 32801

Property Address
Falcon Trace Community Development Dist. 13400 Hawkeye Dr. Orlando, FL 32837

Item	Amount
Job #248346 - VALVE REPLACEMENT BY CLUB HOUSE TIMER FOR ZONE #3(STOCK OPEN VALVE)	
Fuel Surcharge: The company reserves the right to apply a fuel surcharge or adjust existing fuel surcharges at any time due to fluctuations in fuel prices, transportation costs, or related operating expenses. Any such surcharge shall be added as a separate line item and is payable under the same terms as the underlying services Fuel Surcharge: The company reserves the right to apply a fuel surcharge or adjust existing fuel surcharges at any time due to fluctuations in fuel prices, transportation costs, or related operating expenses. Any such surcharge shall be added as a separate line item and is payable under the same terms as the underlying services	
Irrigation Repair	$695.44
Job Fuel Surcharge	**$20.86**

RECEIVED
SEP 02 2026
By

Thank you for your business.

REMIT PAYMENT TO:
United Land Services
12276 San Jose Blvd Suite 747
Jacksonville FL 32223

Subtotal	$716.30
Sales Tax	$0.00
Total	**$716.30**
Credits/Payments	($0.00)
Balance Due	**$716.30**

p | f

ALL materials on this invoice INCLUDE installation using lump-sum pricing.

V# 126 320-538-491

GUARDIAN
ACCESS SOLUTIONS

Access Control Systems, LLC
1028 West Washington Street Orlando, FL 32805
Phone: 407-422-8850
Email: servicefl@guardianaccess.com

Service Invoice

Invoice: **260667-1**
Date:
Client #: **1022**

Billed To:	**Property:**
Falcon Trace 6200 Lee Vista Blvd Suite 300 Orlando FL 32822	**Falcon Trace** 13709 Hawk Lake Drive

Tech: Scheduled Date: 08/04/2026 **PO#:**

8/4/2026 CB - SCOPE OF WORK: This effort will consist of the removal and disposal of one (1) existing pool gate and the installation of one (1) new ornamental aluminum pedestrian adjacent to the water slide.

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SEP 09 2026
By

Notes:

Payment Remittance Information

ACH Account Details:
Financial Institution: Bank of America
Account Name: Guardian Access Solutions
Routing Number: 064000020
Account Number: 4440 1463 5292

Make checks payable to:
Guardian Access Solutions
PO Box 109221
Atlanta, GA 30348

Invoice # 260667-1

Non-Taxable Amount:	10,675.00
Taxable Amount:	0.00
Sales Tax:	0.00
Due Terms: 30DY	**50% Deposit Due: $ 5,337.50**

We accept all major credit cards, EFT and ACH payments.
A service charge of 18% per annum will be charged on all past due invoices.
For credit card payments, please call 615.255.4466.
A 3% processing fee will be applied to all credit card transactions.

Thank you for your business!

INVOICE

Egis Insurance & Risk Advisors

V#67 300-155400

Customer	Falcon Trace Community Development District
Acct #	259
Date	09/14/2026
Customer Service	Brendan Callen
Page	1 of 1

Payment Information		
Invoice Summary	$	29,600.00
Payment Amount		
Payment for:	Invoice#34009	
100126529		

Thank You

Falcon Trace Community Development District
c/o Governmental Management Services
219 E Livingston St
Orlando, FL 32801

Please detach and return with payment

Customer: Falcon Trace Community Development District

Invoice	Effective	Transaction	Description	Amount
34009	10/01/2026	Renew policy	Policy #100126529 10/01/2026-10/01/2027 Florida Insurance Alliance Package - Renew policy Due Date: 9/14/2026	29,600.00

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SEP 18 2026
By

Please Remit Payment To:
Egis Insurance and Risk Advisors
P.O. Box 748555

Total	
$	29,600.00

Thank You

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349
TO PAY VIA ACH: Accretive Global Insurance Services LLC
Routing ACH: 121000358 Account: 1291776914

Remit Payment To: Egis Insurance Advisors
P.O. Box 748555
Atlanta, GA 30374-8555

(321)233-9939
accounting@egisadvisors.com

Date
09/14/2026

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 807
Invoice Date: 9/1/26
Due Date: 9/1/26
Case:
P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Management Fees - 340		5,492.75	5,492.75
Website Administration - 352		71.67	71.67
Information Technology - 361		131.33	131.33
Office Supplies - 510		0.42	0.42
Postage - 420		10.96	10.96
Copies - 425		13.65	13.65

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SEP 18 2026
By

Total	$5,720.78
Payments/Credits	$0.00
Balance Due	$5,720.78

MARY & DAVID
REMODELING

VH152
320-538-491

L21000320327
407-936-5725
maryanddavidremodeling@gmail.com
Saint Cloud, FL

Mary and David Remodeling LLC

INVOICE

BILL TO: **Falcon Trace**
6200 Lee Vista BLVD
Suite 300
Orlando, FL 32822
ahilyard@gmscfl.com

NUMBER: QUOTE658 -2
DATE: Aug 3, 2026
DUE DATE: On receipt

Description	Amount
Guest House Kitchen Project	$5,450.00
Stone Countertop	
Material: Quartz Sparkling white or similar	
Flat Polish Edges	
Sink cut out	
Full Backsplash and standard 3-4 in backsplash in right side	
New Sink Included	
New Faucet	
reconnect drain and install faucet	
Cabinet	
New cabinets	
White shakers	
New handles	

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SEP 17 2026
By

SUBTOTAL:	$5,450.00
TOTAL:	$5,450.00
paid 8/11/26 CK# 4813 **PAID:**	$2,725.00
BALANCE DUE	$2,725.00

Comments

50% Downpayment needed to commence
$2,725(PAID)

50% Final Payment at completion
$2,725(Remaining Balance)

Project Location:
13600 Hawk Lake Dr
Orlando, FL 32837
United States





Photo 1

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SEP 17 2026
By

SPIES POOL LLC
COMMERCIAL POOL EXPERTS
407-847-2771
* ALL CHEMICALS * ALL REPAIRS
* ALL PARTS * ALL RENOVATIONS
www.SpiesPool.com

V#22

320-538-47401

Invoice

Number: 328396.1
Date: 6/3/2026

Account No: 988-1064
Prepared For:

Terms: Net 30 Days
Reference:

Customer PO

Sales Rep: ANDREWVAUGHAN

***** Spies Pool LLC *****

801 Sawdust Tr
Kissimmee, FL 34744
Phone: (407)847-2771
Fax: (407)847-8242

RECEIVED
SEP 16 2026
By

Billing Address
BIG HAWK RECREATION CENTER
(GMS LLC) - FALCON TRAC
C/O GOVERNMENTAL MANAGEMENT
SE
219 E LIVINGSTON ST
ORLANDO, FL 32801

Service Address
BIG HAWK RECREATION
CENTER (GMS LLC) - BIG HAWK
RE
13600 HAWK LAKE DR.
ORLANDO, FL 32837

300 GAL POOL TANK RENTAL
1 CAT OWNED INST 3/10
GATE CODE 1010

Request : OT

Item	Description	Qty	Unit	Price	Extended
AAA-50-8638	BULK BLEACH (LOCATION AND TANK SIZE)	300.00	Gallon	$2.75	$825.00
AAA-50-9900	15 GALLON DRUM SULFURIC ACID 15% - REMOVE EMPTIES	5.00	EA	$92.00	$460.00
AAA-50-5000	SODIUM BICARB 50 LB	2.00	Bag	$58.00	$116.00
TEMPFUELSURCHARGE	FUEL SURCHARGE	1.00	EA	$9.00	$9.00
DEL-00-0000-S	DELIVERY FEE	1.00	EA	$29.95	$29.95

*****FOR CHEMICAL EMERGENCY CALL INFOTRAC 1-800-535-5053 24HRS*****
*****WE CANNOT WARRANTY PARTS THAT WE DO NOT INSTALL*****
PLEASE NOTE: THERE IS A 3% CONVENIENCE SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS. TO AVOID THIS CHARGE, PLEASE PAY WITH CASH (ACH) OR CHECK

	Taxable:	0.00
	Non-Taxable:	1,439.95
	Sub Total:	$1,439.95
	Sales Tax:	$0.00
	Freight:	$0.00
	Amount Paid:	**$0.00**
	Total:	**$1,439.95**

Accepted By

SPIES SINCE 1989
COMMERCIAL POOL EXPERTS
407-847-2771
• ALL CHEMICALS • ALL REPAIRS
• ALL PARTS • ALL RENOVATIONS
www.SpiesPool.com

VH22

Invoice

Number: 331117
Date: 8/20/2026
Account No: 988-1064
Terms: Net 30 Days
Reference: Order 331117
PO Number:
Sales Rep: ANDREW VAUGHAN

*** Spies Pool LLC ***
320-538-4740 1
801 Sawdust TR.
Kissimmee, FL 34744
Phone: (407)847-2771
Fax: (407)847-8242

Billing Address:
BIG HAWK RECREATION CENTER (GMS LLC) - FALCON TRAC
C/O GOVERNMENTAL MANAGEMENT SE
219 E LIVINGSTON ST
ORLANDO, FL 32801

Service Address:
BIG HAWK RECREATION CENTER (GMS LLC) - BIG HAWK RE
13600 HAWK LAKE DR.
ORLANDO, FL 32837

Item	Description	Qty	Unit	Price	Extended
AAA-50-8638	BULK BLEACH (LOCATION AND TANK SIZE)	280.00	Gallon	$2.80	$784.00
AAA-50-9900	15 GALLON DRUM SULFURIC ACID 15%	3.00	EA	$92.00	$276.00
AAA-50-5000	SODIUM BICARB 50 LB	1.00	Bag	$58.00	$58.00
DEL-00-0000-S	DELIVERY FEE	1.00	EA	$29.95	$29.95
TEMPFUELSURCHARGE	FUEL SURCHARGE	1.00	EA	$9.00	$9.00

RECEIVED
AUG 25 2026
By _____

RECEIVED
By _____

FOR CHEMICAL EMERGENCY CALL INFOTRAC 1-800-535-5053 24HRS
WE CANNOT WARRANTY PARTS THAT WE DO NOT INSTALL
PLEASE NOTE: THERE IS A 3% CONVENIENCE SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS. TO AVOID THIS CHARGE, PLEASE PAY WITH CASH (ACH) OR CHECK

Non-Taxable:	$1,156.95
Taxable:	$0.00
Sub Total:	$1,156.95
Sales Tax:	$0.00
Freight:	
Total:	$1,156.95
Total Paid:	
Total Due:	**$1,156.95**

_____
Accepted By

ORLANDO DIVISION
9512 Sunbeam Center Drive
Jacksonville, FL 32257
Tel : (904)886-4664

VH90

300.155-100

safe touch

Invoice Number	**14988823**
Sale Date	9/10/2026
Due Date	10/1/2026

FALCON TRACE
6200 Lee Vista Blvd Suite 300
ORLANDO, FL 32822

Description	Qty	Price	Net	Tax	Total
Platinum Monitoring Package W/ADC	1	$54.13	$54.13	$0.00	$54.13
For: FALCON TRACE at 13600 HAWK LAKE DR ORLANDO, FL 32837 Period Covered: 10/01/2026 to 10/31/2026 inclusive.					
Basic Internet Monitoring	1	$37.65	$37.65	$0.00	$37.65
For: FALCON TRACE CDD POOL & REC CENTER at 13600 HAWK LAKE DR ORLANDO, FL 32837 Period Covered: 10/01/2026 to 10/31/2026 inclusive.					
TOTALS			**$91.78**	**$0.00**	**$91.78**

RECEIVED
SEP 21 2026
By

----------Return Stub Below----------

Please return this portion of your invoice with your payment. Thank you!

Customer : FALCON TRACE

Invoice Number 14988823

Bill Payer ID 181862

Acct. Bal. **$91.78** **Amount Remitted** ☐☐☐☐☐.☐☐

Payment Method **Check** ☐ **Check Number** ☐☐☐☐☐☐☐☐ **Date Remitted** ☐☐☐☐☐☐

Charge* ☐ **Card Number** _____ **Billing Zipcode** _____

Name On Card _____ **Exp Date** _____

Signature _____ **Card ID** _____

*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa

Please remit to : ORLANDO DIVISION, 9512 Sunbeam Center Drive, Jacksonville, FL 32257 **Inv #** **14988823**

#150

12276 San Jose Blvd.
Suite 747
Jacksonville, FL 32223

320-538
475

Invoice 222804

Date	PO#
09/01/26	
Due Date	**Terms**
9/16/26	Net 15

BILL TO
Falcon Trace Community Development Dist.
Governmental Management Service 219 East Livingston Street Orlando, FL 32801

Property Address
Falcon Trace Community Development Dist. 13400 Hawkeye Dr. Orlando, FL 32837

Item	Amount
Job #191199 - Maintenance - September 2026	**$2,958.00**

RECEIVED
SEP 01 2026
By

Thank you for your business.

REMIT PAYMENT TO:
United Land Services
12276 San Jose Blvd Suite 747
Jacksonville FL 32223

Subtotal	$2,958.00
Sales Tax	$0.00
Total	**$2,958.00**
Credits/Payments	($0.00)
Balance Due	**$2,958.00**

p | f

ALL materials on this invoice INCLUDE installation using lump-sum pricing.

UNITED Land Services

12276 San Jose Blvd.
Suite 747
Jacksonville, FL 32223

320-538-4730

Invoice 222379

Date	PO#
08/28/26	
Due Date	**Terms**
9/12/26	Net 15

BILL TO
Falcon Trace Community Development Dist.
Governmental Management Service 219 East Livingston Street Orlando, FL 32801

Property Address
Falcon Trace Community Development Dist. 13400 Hawkeye Dr. Orlando, FL 32837

Item	Amount
Job #247389 - JULY IRRIGATION WET CHECK 2026	
Fuel Surcharge: The company reserves the right to apply a fuel surcharge or adjust existing fuel surcharges at any time due to fluctuations in fuel prices, transportation costs, or related operating expenses. Any such surcharge shall be added as a separate line item and is payable under the same terms as the underlying services Fuel Surcharge: The company reserves the right to apply a fuel surcharge or adjust existing fuel surcharges at any time due to fluctuations in fuel prices, transportation costs, or related operating expenses. Any such surcharge shall be added as a separate line item and is payable under the same terms as the underlying services	
Irrigation Repair	$212.44
Job Fuel Surcharge	**$6.37**

RECEIVED
AUG 28 2026
By

Thank you for your business.

REMIT PAYMENT TO:
United Land Services
12276 San Jose Blvd Suite 747
Jacksonville FL 32223

Subtotal	$218.81
Sales Tax	$0.00
Total	**$218.81**
Credits/Payments	($0.00)
Balance Due	**$218.81**

p | f

ALL materials on this invoice INCLUDE installation using lump-sum pricing.

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

Invoice

V#104

Invoice #: 43
Invoice Date: 6/19/2026
Due Date: 6/19/2026
Project:
P.O. Number:

Bill To:
Falcon Trace

Description	Hours/Qty	Rate	Amount
Pool Attendants- June 26 - 320-538-122		8,997.00	8,997.00
Popcorn Bags — 320-538-480		9.19	9.19
Movie Return		-26.55	-26.55
Printer Ink Cartridge — 510-513-510		120.50	120.50
Movie Nights- Waters - 320 538-480		33.90	33.90

M. Calleja
Approved
9/25/26

Total	$9,134.04
Payments/Credits	$0.00
Balance Due	$9,134.04

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

Invoice

Invoice #: 43
Invoice Date: 6/19/2026
Due Date: 6/19/2026
Project:
P.O. Number:

Bill To:
Falcon Trace

Description	Hours/Qty	Rate	Amount
Pool Attendants- June 26		8,997.00	8,997.00
Popcorn Bags		9.19	9.19
Movie Return		-26.55	-26.55
Printer Ink Cartridge		120.50	120.50
Movie Nights- Waters		33.90	33.90

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SEP 10 2026
By_____

Total	$9,134.04
Payments/Credits	$0.00
Balance Due	$9,134.04

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

Invoice

Invoice #: 44
Invoice Date: 7/31/2026
Due Date: 7/31/2026
Project:
P.O. Number:

Bill To:
Falcon Trace



Description	Hours/Qty	Rate	Amount
Pool Attendants- July 26 – 122		10,358.51	10,358.51
Postage 420		105.06	105.06
Arm bands and sanitary bags 476		76.45	76.45

Approved 9/28/26
M.Calleja

Total	$10,540.02
Payments/Credits	$0.00
Balance Due	$10,540.02

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

Invoice

Invoice #: 45
Invoice Date: 8/31/2026
Due Date: 8/31/2026
Project:
P.O. Number:

Bill To:
Falcon Trace

Description	Hours/Qty	Rate	Amount
Pool Attendants- Aug 26		11,108.29	11,108.29
Paper Towels		32.19	32.19
Toilet Paper		35.79	35.79

M.Calleja

Approved
9/30/26

RECEIVED
SEP 30 2026
By

Total	$11,176.27
Payments/Credits	$0.00
Balance Due	$11,176.27

Cool Today
COOLING • PLUMBING • ELECTRICAL

VH153 — 320 538-476

Cool Today
285 W Central Pkwy
Altamonte Springs FL 32714
855-GET-COOL

BILL TO
Falcon Trace CDD
13709 Hawk Lake Dr
Orlando, FL 32837 USA

INVOICE	INVOICE DATE
321-2880850	Jun 30, 2026

JOB ADDRESS
Falcon Trace CDD
13709 Hawk Lake Dr
Orlando, FL 32837 USA



Terms: Install/Project - Residential
Completed Date: 6/30/2026
Technician: Cowan Staten

Technician: Hilario Montero

Technician: Leonel Marmolejos

Payment Term: Due Upon Receipt
Due Date: 6/30/2026

DESCRIPTION OF WORK

Replace the flushometer for both toilets. The water would need to be shut off for the toilets in order to complete the valve replacement. The bathroom would not be usable at this time.

6-30-26 Leonel/hilario
Came to replace 2 flushdometer in the women's bathroom. A single stall and an ada.
The Ada bathroom the flushdometer was the wrong size o instead I just rebuilt the old one with the new one. Both bathroom are running good with no leaks. Ps the floor drain is not draining. Customer agreed to get a snake for the price difference of the flushometer not being replaced just being rebuilt

On June 30, 2026 I arrive to perform a drain clearing and the girls bathroom, the drain was clogged and holding water. During the first couple of attempts to drain did not come unclogged, on my final attempt, utilizing the tools that I had on site I was able to allow water to flow, while evaluating the flowing, and instituting more water to confirm that the drain was clear I noticed that there was something down inside the drain.
This hockey puck sized, foreign item was almost too big to remove through the top of the drain, but with some success, I was able to remove it and identify that it was a large buildup of epoxy.
This epoxy match the same colors as the floor currently, at this moment, it doesn't show to be causing any additional problems, my recommendation is to perform option number two so that there are no unforeseen surprises later down the road.
When you're ready to move forward with this option, please reach out to us at your earliest convenience. Thank you and have a wonderful day.

TASK	DESCRIPTION	QTY	PRICE	TOTAL

Cool Today
COOLING • PLUMBING • ELECTRICAL

Statement

Date: 8/17/2026

Please remit to:
Cool Today
285 W Central Pkwy
Altamonte Springs FL 32714
855-GET-COOL

Bill to:
Falcon Trace CDD
13709 Hawk Lake Dr
Orlando, FL 32837 USA

PAST DUE - PLEASE REMIT

Invoice #	Type	Customer PO	Project Invoice #	Invoiced On	Technicians	Location	Due Date	Total	Payments	Balance	Subtotal
321-2880850	Install/Project - Residential		1890669101	6/30/26	Cowan Staten, Leonel Marmolejos, Hilario Montero	13709 Hawk Lake Dr	6/30/26	$2,126.00	$638.00	$1,488.00	$2,126.00
	Credit Card - American Express 6/27/26								$638.00		$1,488.00

$0.00 Current	$0.00 <= 30	$1,488.00 30 - 60	$0.00 60 - 90	$0.00 > 90

$2,126.00 Total Invoices	$638.00 Total Payments	$1,488.00 Balance



About Your Service Call

Dear Customer:

Thank you for calling N&M Cool Today regarding your air conditioning problem. Your business is appreciated, and we will do everything in our power to see that you are 100% satisfied...or you don't pay! Efficient, dependable service requires far more than just a technician, a tool and a part. To serve you well calls for a substantial investment of time, money and equipment. Unlike servicing a vehicle, we must travel to your door which involves truck mileage, as well as the technician's travel time. Here are some of the items which contribute to superior service:

- An experienced customer service representative to receive calls and get the facts
- A qualified dispatcher to relay calls to the nearest service technician and schedule stops for efficient operation
- A parts department with a large working inventory of backup parts to eliminate costly delays in servicing your equipment
- Trucks with a large working inventory of parts plus expensive tools and test equipment for prompt repairs
- Trained service technicians to diagnose the problem quickly, make the repairs promptly and keep your cost reasonable.

Our service is guaranteed, and we would appreciate hearing from you if you have any problems.

N&M Cool Today



Additional Terms and Conditions

Responsibilities of the Company:
N&M Cool Today will perform all work in a professional and competent manner. The company is not responsible for any pre-existing illegal conditions.

Limited Warranty:
N&M Cool Today warrants its workmanship and materials to be free from defects for one (1) year from the completion date unless otherwise specified in writing. All warranties are void if payment is not made when due. Warranties are non-transferable and extend only to the original customer. If a defect in materials or workmanship covered by this warranty occurs, the company will address the defect with reasonable promptness during normal working hours. N&M Cool Today is not liable for water or other damage caused by delays in remedying a defect. For warranty service, please contact us at the number on the reverse side.

Exclusions and Limitations:
The customer's exclusive remedies are repair and replacement. N&M Cool Today is not liable for incidental or consequential damages resulting from the materials provided under this contract. The company is not responsible for:

- Defective conditions listed under the "Responsibilities of the Customer."
- Work performed or materials installed by others not covered by this agreement.
- Defects and failures resulting from misuse or neglect.
- Damage caused by acts of God such as floods, earthquakes, or other unforeseen occurrences.

This limited warranty is the only express warranty provided. Implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, are limited to one year from the date of completion.

Responsibilities of the Customer:
The customer represents that, except as described in the service request, all air conditioning and heating components are in good repair and condition. The customer agrees to hold N&M Cool Today harmless for the discovery of defective conditions.

Protection of Customer's Property:
The customer agrees to remove or protect any personal property, inside or outside, including but not limited to carpets, rugs, shrubs, and plantings. N&M Cool Today is not responsible for these items. The company is also not responsible for the natural consequences of the work that may cause damage to property improvements, including but not limited to curbs, sidewalks, driveways, patios, lawns, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets, and other appurtenances. N&M Cool Today is not liable for damage caused by material or equipment deliveries or for keeping gates and doors closed for children and animals.

Governing Law and Lien Rights:
This agreement, and all rights and liabilities hereunder, shall be governed by the laws of the state of Florida.

State Licenses:
N&M Cool Today is licensed by the state of Florida
HVAC #CAC055539
Plumbing #CFC1428793
Electrical #EC13016133

Landscaping Disclaimer:
N&M Cool Today is not responsible for any damage to driveway, landscaping, trees, irrigation systems, or any underground wiring or piping while installing or repairing any air conditioning items at the customer's location. N&M Cool Today will exercise due diligence in accomplishing your air conditioning service. The customer hereby agrees to be responsible for all aforementioned items or other finishing work.

Underground Hazard Disclaimer:
If rock or other unknown hazards are encountered during excavation requiring labor, material, or equipment not projected for use with this work authorization, the labor, material, or equipment will be considered an extra part of the work performed. An additional work authorization with costs or rates shall be approved by the owner before work can resume.

Deteriorated Air Conditioning Disclaimer:
Customer hereby acknowledges that aged and deteriorated air conditioning parts, piping, and appurtenances may no longer be serviceable, and the customer hereby agrees to hold N&M Cool Today blameless for any damage or destruction to those items because of performing the work described herein.

RECEIVED
AUG 19 2021
By

CoolToday™
COOLING • PLUMBING • ELECTRICAL

320.538-176

30-40 BR049	SLOAN FLUSHOMETER - Deluxe (Royal 1 Year)	2.00	$913.50	$1,827.00
30-40 DC001	Drain Clearing - Branch Line from Inside the Home	1.00	$299.00	$299.00

PAID ON	TYPE	MEMO	AMOUNT
6/27/2026	Credit Card - American Express		$638.00



POTENTIAL SAVINGS	$197.65-$425.20
SUB-TOTAL	$2,126.00
TOTAL DUE	$2,126.00
PAYMENT	$638.00
BALANCE DUE	$1,488.00

CUSTOMER AUTHORIZATION

This estimated price $2,126.00 includes all tax. Written customer authorization will be obtained before beginning any additional work. I authorize the performance of the work described herein. This invoice, including taxes, is due and payable upon receipt. By signing below you agree to the terms and conditions.

Sign here NA Date 6/30/2026

CUSTOMER ACKNOWLEDGEMENT

I acknowledge that the previously authorized work has been completed to my satisfaction.

Sign here NA Date 6/30/2026

I authorize Cool Today – Cooling, Plumbing, Electrical to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Sign here Date 6/27/2026

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3815878
Client Matter No. 7523-1
Notification Email: eftgroup@kutakrock.com

September 28, 2026
VH113 315

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

Invoice No. 3815878
7523-1

Re: Falcon Trace CDD - General Counsel

For Professional Legal Services Rendered

08/13/26	K. Metin	0.50	140.00	Review agenda package
08/19/26	M. Eckert	0.80	328.00	Research swim attire; prepare for board meeting
08/19/26	K. John	1.70	518.50	Review agenda; prepare for and attend board meeting
08/27/26	M. Eckert	0.10	41.00	Draft M.E.S. agreement; draft suspension letter
08/28/26	S. Biggerstaff	0.60	111.00	Prepare suspension letter (Adilov) and M.E.S clubhouse repair agreement
08/28/26	M. Eckert	0.20	82.00	Prepare M.E.S. contract
08/31/26	M. Eckert	0.20	82.00	Draft suspension letter

TOTAL HOURS 4.10

TOTAL FOR SERVICES RENDERED $1,302.50

TOTAL CURRENT AMOUNT DUE $1,302.50

RECEIVED
SEP 29 2026
By

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

INVOICE

Aquatic Weed Management, Inc.
PO Box 1259
Haines City, FL 33845
VH79

WATERWEED1@AOL.COM
+1 (863) 412-1919
320-538-470

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

RECEIVED
SEP 30 2026
BY

Invoice details
Invoice no.: 22704
Terms: Net 15
Invoice date: 09/30/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Falcon Trace**	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.	1	$650.00	$650.00

Total **$650.00**

Note to customer

The month on the date of the invoice should correspond with the month treatments were made. Thank you for your business!

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763
320-538-4766

#127

Invoice

Invoice #: 808
Invoice Date: 8/31/26
Due Date: 8/31/26
Case:
P.O. Number: WA 5968

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

Description	Hours/Qty	Rate	Amount
FALCON TRACE General Maint - "5/6/26 We were in the community but at the time we got there the materials wasn't there. 08/03/26 1-We installed (2) wildlife warning signs (yellow) on the observation platform posts. 2-We installed (2) motor vehicle signs (white) on the white fence gates. 3-We replaced the lock on the trash bin enclosure. 4-We installed a new latch on the meeting room's main door. 5-We repaired the 3 misaligned white gates: the left and right entrances to the park areas and the playground. 8/7/26 We removed faded no trespassing sing, we built a new gate for a/c unit area, installed the new first aid box, we cut, cleaned the area and painted the men's bathroom floor. 8/18/26 We had a pressure washer at the tennis court we patched and painted the floor on the men's bathroom we painted a wood fence at the ac machine back fence was fixed first aid kit was replaced"			
Labor	38	55.00	2,090.00
Mobilization/ Equipment		110.00	110.00
Materials		550.69	550.69

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SEP 21 2026
By

Total	$2,750.69
Payments/Credits	$0.00
Balance Due	$2,750.69

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763
V#27

Invoice

Invoice #: 805
Invoice Date: 9/1/26
Due Date: 9/1/26
Case:
P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Field Management - 120		2,058.42	2,058.42
Cool Today - Womens Restroom Plumbing Repair Deposit for Material - 476		765.60	765.60
Uline Ship Supplies - Amenity first aid kit -		352.79	352.79

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SEP 18 2026
By

Total	$3,176.81
Payments/Credits	$0.00
Balance Due	$3,176.81

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763
320 538-476

VH27

Invoice

Invoice #: 809
Invoice Date: 8/31/26
Due Date: 8/31/26
Case:
P.O. Number: WA 6389

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

Description	Hours/Qty	Rate	Amount
FT Fountain Install			
Labor	25	55.00	1,375.00
Mobilization/ Equipment		110.00	110.00
Materials		1,754.96	1,754.96

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SEP 21 2026
BY

Total	$3,239.96
Payments/Credits	$0.00
Balance Due	$3,239.96

Orlando Sentinel
MEDIA GROUP

ADVERTISING INVOICE

PO Box 8023
Willoughby, OH 44096-8023

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SEP 25 2026

RETURN SERVICE REQUESTED

VH19

Falcon Trace CDD
ATTN: Stacie Vanderbilt
219 E. Livingston Street
ORLANDO, FL 32801

BILL TO NAME/ADVERTISER NAME			
104998 / Falcon Trace CDD 104998 Falcon Trace CDD			
INVOICE DATE	**INVOICE NO.**	**TOTAL DUE**	**DUE DATE**
9/21/2026	OSA132981	$ 253.58	10/30/2026

Prefer to pay online or by phone? We offer convenient options to fit your needs. See below for details.

Send Payment To:

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Willoughby, OH 44096-8023

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OCT 01 2026

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Remit to	**Orlando Sentinel PO Box 8023 Willoughby, OH 44096-8023 Tax Id: 36-3779720**		
Bill To	104998 Falcon Trace CDD	Advertiser	104998 Falcon Trace CDD
Invoice No.	OSA132981	Invoice Date	9/21/2026
Campaign No.	138190	Description	NOTICE OF RULE DEVELOPMENT BY THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT
Campaign Start Date	9/16/2026	Campaign End Date	9/16/2026
P.O. Number		Sales Rep(s)	Haynes-Evans,Leah

PAYMENT DUE

Currency	**US Dollar**		
Campaign Net Amount	**253.58**	**Invoice Net Amount**	**253.58**
Billing Installment	**1 of 1**		
Pre-Paid Amount	**0.00**		
Payment Amount Due	**$ 253.58**	**Payment Due Date**	**10/30/2026**

Billing W/E 09/20/2026

CLASSIFIED LINES

Product	Start	End	Description	Ad Size(s)	Qty	Rate	Amount
Orlando Sentinel Classified	9/16/2026	9/16/2026	Other Legal,	1 Columns x 4.792 Inches	1.000	251.58	251.58
OSC Public Notices	9/16/2026	9/16/2026	Legal Online,		1.000	0.00	0.00
Affidavit	9/16/2026	9/16/2026	Affidavit,		1.000	2.00	2.00

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
Falcon Trace CDD - 104998
219 E. Livingston Street
ORLANDO, FL 32801

Bill To:
Falcon Trace CDD - 104998
219 E. Livingston Street
ORLANDO, FL 32801

State Of Florida
County Of Orange

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

The matter of NOTICE OF RULE DEVELOPMENT BY THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 16 Sep 2026.

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

Rose Williams

Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on 16 Sep 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).

LeAnne Rollins

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped

138190

RECEIVED
OCT 01 2026
By

Orlando Sentinel MEDIA GROUP

ADVERTISING INVOICE

PO Box 8023
Willoughby, OH 44096-8023

RETURN SERVICE REQUESTED

VH19

Falcon Trace CDD
ATTN: Stacie Vanderbilt
219 E. Livingston Street
ORLANDO, FL 32801

RECEIVED
SEP 25 2026

BILL TO NAME/ADVERTISER NAME
104998 / Falcon Trace CDD 104998 Falcon Trace CDD

INVOICE DATE	INVOICE NO.	TOTAL DUE	DUE DATE
9/21/2026	OSA132982	$ 297.31	10/30/2026

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Orlando Sentinel
PO Box 8023
Willoughby, OH 44096-8023

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By

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Contact us about online payment options ssccollections-fl@medianewsgroup.com . 844-348-2445

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OCT 02 2026
By

Remit to	**Orlando Sentinel PO Box 8023 Willoughby, OH 44096-8023 Tax Id: 36-3779720**		
Bill To	104998 Falcon Trace CDD	Advertiser	104998 Falcon Trace CDD
Invoice No.	OSA132982	Invoice Date	9/21/2026
Campaign No.	142575	Description	BOARD OF SUPERVISORS MEETING DATES
Campaign Start Date	9/19/2026	Campaign End Date	9/19/2026
P.O. Number		Sales Rep(s)	Williams, Rose

PAYMENT DUE

Currency	**US Dollar**		
Campaign Net Amount	**297.31**	**Invoice Net Amount**	**297.31**
Billing Installment	**1 of 1**		
Pre-Paid Amount	**0.00**		
Payment Amount Due	**$ 297.31**	**Payment Due Date**	**10/30/2026**

Billing W/E 09/20/2026

CLASSIFIED LINES

Product	Start	End	Description	Ad Size(s)	Qty	Rate	Amount
Orlando Sentinel Classified	9/19/2026	9/19/2026	Other Legal,	1 Columns x 5.625 Inches	1.000	295.31	295.31
OSC Public Notices	9/19/2026	9/19/2026	Legal Online,		1.000	0.00	0.00
Affidavit	9/19/2026	9/19/2026	Affidavit,		1.000	2.00	2.00

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
Falcon Trace CDD - 104998
219 E. Livingston Street
ORLANDO, FL 32801

Bill To:
Falcon Trace CDD - 104998
219 E. Livingston Street
ORLANDO, FL 32801

State Of Florida
County Of Orange

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

The matter of BOARD OF SUPERVISORS MEETING DATES Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 19 Sep 2026.

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

Rose Williams

Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on 19 Sep 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500832
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped

142575

RECEIVED
OCT 01 2026
By

Orlando Sentinel MEDIA GROUP

ADVERTISING INVOICE

PO Box 8023
Willoughby, OH 44096-8023

RECEIVED
OCT 2 2026

RETURN SERVICE REQUESTED

V#P1

Falcon Trace CDD
ATTN: Stacie Vanderbilt
219 E. Livingston Street
ORLANDO, FL 32801

BILL TO NAME/ADVERTISER NAME			
[redacted]			
INVOICE DATE	INVOICE NO	TOTAL DUE	DUE DATE
9/28/2026	OSA141237	$ 489.83	10/30/2026

Prefer to pay online or by phone? We offer convenient options to fit your needs. See below for details.

Send Payment To:

Orlando Sentinel
PO Box 8023
Willoughby, OH 44096-8023

RECEIVED
OCT 06 2026
By

PLEASE DETACH AND RETURN THE UPPER PORTION WITH YOUR PAYMENT.
Contact us about online payment options sscollections-fl@medianewsgroup.com . 844-348-2445

Remit to	Orlando Sentinel PO Box 8023 Willoughby, OH 44096-8023 Tax Id: 36-3779720	Orlando Sentinel MEDIA GROUP	
Bill To	104998 Falcon Trace CDD	Advertiser	104998 Falcon Trace CDD
Invoice No.	OSA141237	Invoice Date	9/28/2026
Campaign No.	138215	Description	NOTICE OF RULEMAKING REGARDING THE REVISED RULES OF PROCEDURE OF THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT
Campaign Start Date	9/23/2026	Campaign End Date	9/23/2026
P.O. Number		Sales Rep(s)	Haynes-Evans,Leah

PAYMENT DUE

Currency	**US Dollar**		
Campaign Net Amount	**489.83**	**Invoice Net Amount**	**489.83**
Billing Installment	**1 of 1**		
Pre-Paid Amount	**0.00**		
Payment Amount Due	**$ 489.83**	**Payment Due Date**	**10/30/2026**

Billing WE 09/27/2026

CLASSIFIED LINES

Product	Start	End	Description	Ad Size(s)	Qty	Rate	Amount
Orlando Sentinel Classified	9/23/2026	9/23/2026	Other Legal,	1 Columns x 9.292 Inches	1.000	487.83	487.83
OSC Public Notices	9/23/2026	9/23/2026	Legal Online,		1.000	0.00	0.00
Affidavit	9/23/2026	9/23/2026	Affidavit,		1.000	2.00	2.00

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
Falcon Trace CDD - 104998
219 E. Livingston Street
ORLANDO, FL 32801

Bill To:
Falcon Trace CDD - 104998
219 E. Livingston Street
ORLANDO, FL 32801

State Of Florida
County Of Orange

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

The matter of NOTICE OF RULEMAKING REGARDING THE REVISED RULES OF PROCEDURE OF THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 23 Sep 2026.

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

/Rose Williams

Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on 23 Sep 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).

LaAnne Rollins

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 580622
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped

138215

RECEIVED
OCT 06 2026
By

NOTICE OF RULEMAKING REGARDING THE REVISED RULES OF PROCEDURE OF THE FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 190, Florida Statutes, the Falcon Trace Community Development District (the "District") hereby gives the public notice of its intent to adopt its proposed revised Rules of Procedure (the "Proposed Rule"). The Proposed Rule number Chapter 1. Prior notice of rule development relative to the Proposed Rule was published in the Orlando Sentinel on September 16, 2026.

A public hearing will be conducted by the Board of Supervisors (the "Board") on October 21, 2026, at 6:00 p.m. at Big Hawk Lake Recreation Center, 13600 Hawk Lake Drive, Orlando, FL 32837 relative to the adoption of the Proposed Rule. Pursuant to Sections 190.011(5) and 190.012(3), Florida Statutes, the Proposed Rule will not require legislative ratification.

The summary, purpose, and effect of the revised Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The specific grant of rulemaking authority for the adoption of the Proposed Rule includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes. The specific laws implemented in the Proposed Rule include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 120.54, 120.542, 120.5435, 120.56, 120.69, 120.81, 189.053, 189.069, 190.006, 190.007, 190.008, 190.011, 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.012, 286.0113, 286.0114, 287.017, 287.055, and 287.084, Florida Statutes.

A statement of estimated regulatory costs, as defined in Section 120.541(2), Florida Statutes, has not been prepared relative to the Proposed Rule. Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twentyone (21) days after publication of this notice to the District Manager's Office.

For more information regarding the public hearing, the Proposed Rule, or for a copy of the Proposed Rule and the related incorporated documents, if any, please contact the District Manager c/o Governmental Management Services, 219 E. Livingston Street, Orlando, Florida 32801, Phone: (407) 841-5524 , jshowe@gmscfl.com (the "District Manager's Office").

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the public hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this public hearing because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Manager's Office.

Jason Showe, District Manager
Falcon Trace Community Development District
138215 9/23/2026

138215

RECEIVED
OCT 06 2026
By

SPIES
SINCE 1989
COMMERCIAL POOL EXPERTS
407-847-2771
• ALL CHEMICALS • ALL REPAIRS
• ALL PARTS • ALL RENOVATIONS
www.SpiesPool.com

Invoice

Number: 331851
Date: 9/15/2026
Account No: 988-1064
Terms: Net 30 Days
Reference: Order 331851
PO Number:
Sales Rep: ANDREW VAUGHAN

*** Spies Pool LLC *** #22

801 Sawdust TR.
Kissimmee, FL 34744
Phone: (407)847-2771
Fax: (407)847-8242

320-538-4740

Billing Address:
BIG HAWK RECREATION CENTER (GMS LLC) - FALCON TRAC
C/O GOVERNMENTAL MANAGEMENT SE
219 E LIVINGSTON ST
ORLANDO, FL 32801

Service Address:
BIG HAWK RECREATION CENTER (GMS LLC) - BIG HAWK RE
13600 HAWK LAKE DR.
ORLANDO, FL 32837

Item	Description	Qty	Unit	Price	Extended
AAA-50-8638	BULK BLEACH (LOCATION AND TANK SIZE)	280.00	Gallon	$2.80	$784.00
AAA-50-9900	15 GALLON DRUM SULFURIC ACID 15% - SWAP OUT	5.00	EA	$97.00	$485.00
AAA-50-5000	SODIUM BICARB 50 LB	1.00	Bag	$58.00	$58.00
LOC-50-1010	GALLON LO-CHLOR COPPER ALGAECIDE	1.00	Gallon	$112.00	$112.00
TEMPFUELSURCHARGE	FUEL SURCHARGE	1.00	EA	$9.00	$9.00
DEL-00-0000-S	DELIVERY FEE	0.00	EA	$29.95	$0.00

RECEIVED
SEP 24 2026

FOR CHEMICAL EMERGENCY CALL INFOTRAC 1-800-535-5053 24HRS
WE CANNOT WARRANTY PARTS THAT WE DO NOT INSTALL
PLEASE NOTE: THERE IS A 3% CONVENIENCE SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS. TO AVOID THIS CHARGE, PLEASE PAY WITH CASH (ACH) OR CHECK

Non-Taxable:	$1,448.00
Taxable:	$0.00
Sub Total:	$1,448.00
Sales Tax:	$0.00
Freight:	
Total:	$1,448.00
Total Paid:	
Total Due:	**$1,448.00**

Accepted By

UNITED Land Services

VH160 - 475

12276 San Jose Blvd.
Suite 747
Jacksonville, FL 32223

Invoice 226729

Date	PO#
09/28/26	
Due Date	**Terms**
10/13/26	Net 15

BILL TO
Falcon Trace Community Development Dist.
Governmental Management Service 219 East Livingston Street Orlando, FL 32801

Property Address
Falcon Trace Community Development Dist. 13400 Hawkeye Dr. Orlando, FL 32837

Item	Amount
Job #253300 - STUCK OPEN VALVE REPLACEMENT AT RIGHT HAND SIDE OF CLUB HOUSE - PARKING LOT AREA	
Fuel Surcharge: The company reserves the right to apply a fuel surcharge or adjust existing fuel surcharges at any time due to fluctuations in fuel prices, transportation costs, or related operating expenses. Any such surcharge shall be added as a separate line item and is payable under the same terms as the underlying services Fuel Surcharge: The company reserves the right to apply a fuel surcharge or adjust existing fuel surcharges at any time due to fluctuations in fuel prices, transportation costs, or related operating expenses. Any such surcharge shall be added as a separate line item and is payable under the same terms as the underlying services	
Irrigation Repair	$881.01
Job Fuel Surcharge	**$26.43**

RECEIVED
SEP 28 2026
By

Thank you for your business.

REMIT PAYMENT TO:
United Land Services
12276 San Jose Blvd Suite 747
Jacksonville FL 32223

Subtotal	$907.44
Sales Tax	$0.00
Total	**$907.44**
Credits/Payments	($0.00)
Balance Due	**$907.44**

p | f

ALL materials on this invoice INCLUDE installation using lump-sum pricing.

SECTION 2

Falcon Trace

Community Development District

Unaudited Financial Reporting

August 31, 2026

Table of Contents

1 Balance Sheet

2-3 General Fund

4 Capital Reserve Fund

5 Month to Month

6 Assessment Receipt Schedule

Falcon Trace

Community Development District

Combined Balance Sheet

August 31, 2026

	General Fund	*Capital Reserves Fund*	*Totals Governmental Funds*
Assets:			
Cash:			
Operating Account	$ 153,401	$ 113,361	$ 266,762
Investments:			
State Board Administration	$ 237,156	$ 104,337	$ 341,493
Prepaid Expenses	$ 122	$ -	$ 122
Liabilities:			
Accounts Payable	$ 8,564	$ -	$ 8,564
Total Liabilites	**$ 8,564**	**$ -**	**$ 8,564**
Fund Balance:			
Assigned for:			
Capital Reserves	$ -	$ 217,698	$ 217,698
Nonspendable:			
Deposits and Prepaid Items	$ 122	$ -	$ 122
Unassigned	$ 381,993	$ -	$ 381,993
Total Liabilities & Fund Balance	$ 390,679	$ 217,698	$ 608,377

Falcon Trace

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

	Adopted Budget	Prorated Budget Thru 08/31/26	Actual Thru 08/31/26	Variance
Revenues:				
Maintenance Assessments	$ 355,855	$ 355,855	$ 365,147	$ 9,292
Miscellaneous Income	$ 500	$ 500	$ 3,529	$ 3,029
Interest Income	$ 4,168	$ 4,168	$ 8,500	$ 4,331
Total Revenues	**$ 360,523**	**$ 360,523**	**$ 377,176**	**$ 16,653**
Expenditures:				
General & Administrative:				
Supervisors Fees	$ 8,000	$ 7,333	$ 4,800	$ 2,533
FICA Expense	$ 612	$ 561	$ 367	$ 194
Engineering Fees	$ 1,000	$ 1,000	$ 3,750	$ (2,750)
Assessment Roll	$ 5,408	$ 5,408	$ 5,408	$ -
Attorney Fees	$ 25,000	$ 22,917	$ 13,569	$ 9,348
Annual Audit	$ 3,150	$ 3,150	$ 3,150	$ -
Management Fees	$ 65,913	$ 60,420	$ 60,420	$ (0)
Information Technology	$ 1,576	$ 1,445	$ 1,445	$ 0
Website Maintenance	$ 860	$ 788	$ 788	$ (0)
Telephone	$ 50	$ 46	$ -	$ 46
Postage	$ 800	$ 733	$ 257	$ 476
Printing and Binding	$ 600	$ 550	$ 176	$ 374
Insurance	$ 15,543	$ 15,543	$ 14,978	$ 565
Legal Advertising	$ 2,500	$ 2,292	$ 784	$ 1,507
Contingency	$ 2,000	$ 1,833	$ 297	$ 1,536
Property Appraiser	$ 1,000	$ -	$ -	$ -
Office Supplies	$ 350	$ 321	$ 291	$ 30
Dues, Licenses, & Subscriptions	$ 175	$ 175	$ 175	$ -
Subtotal General & Administrative	**$ 134,536**	**$ 124,515**	**$ 110,656**	**$ 13,859**

Falcon Trace

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

Operations & Maintenance				
Field Management	$ 24,701	$ 22,643	$ 22,643	$ (0)
Property Insurance	$ 18,770	$ 18,770	$ 16,471	$ 2,299
Pool Staff Payroll	$ 93,391	$ 85,608	$ 41,349	$ 44,259
Security	$ 1,575	$ 1,444	$ 1,006	$ 438
Telephone Expense	$ 3,043	$ 3,043	$ 3,190	$ (146)
Electric	$ 22,491	$ 20,617	$ 17,280	$ 3,336
Irrigation/Water	$ 15,593	$ 14,293	$ 9,268	$ 5,025
Lake Maintenance	$ 10,290	$ 9,433	$ 7,800	$ 1,633
Pest Control	$ 683	$ 626	$ -	$ 626
Irrigation Expenses	$ -	$ -	$ 638	$ (638)
Pool Maintenance	$ 10,710	$ 10,710	$ 16,567	$ (5,857)
Pool Chemicals & Repairs	$ 23,192	$ 21,259	$ 11,992	$ 9,267
Grounds Maintenance	$ 39,375	$ 36,094	$ 35,185	$ 909
General Facility Maintenance	$ 35,000	$ 32,083	$ 33,039	$ (955)
Refuse Service	$ 10,000	$ 10,000	$ 10,591	$ (591)
CDD Sponsored Events	$ 6,000	$ 5,500	$ 1,385	$ 4,115
Field Contingency	$ 6,000	$ 5,500	$ 428	$ 5,072
Excess (Deficiency) of Revenues over Expenditures	$ (94,827)		$ 37,688	
Fund Balance - Beginning	$ 94,827		$ 344,427	
Fund Balance - Ending	$ -		$ 382,115	

Falcon Trace

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

Revenues				
Interest Income	$ 50	$ 50	$ 1,434	$ 1,384
Interest - SBA	$ -	$ -	$ 3,682	$ 3,682
Expenditures:				
Landscape Improvements	$ 15,000	$ 13,750	$ -	$ 13,750
Painting	$ 10,000	$ 9,167	$ -	$ 9,167
Miscellaneous	$ 10,000	$ 9,167	$ 313	$ 8,854
Excess (Deficiency) of Revenues over Expenditures	**$ (34,950)**		**$ 4,804**	
Fund Balance - Beginning	**$ 177,628**		**$ 212,894**	
Fund Balance - Ending	**$ 142,678**		**$ 217,698**	

Falcon Trace

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	$ -	$ 14,692	$ 61,501	$ 24,578	$ 182,921	$ 11,517	$ 27,236	$ 14,172	$ 9,490	$ 5,848	$ 13,194	$ -	$ 365,147
Miscellaneous Income	$ 695	$ -	$ -	$ -	$ -	$ 365	$ 520	$ -	$ -	$ 200	$ 1,749	$ -	$ 3,529
Interest Income	$ 909	$ 783	$ 780	$ 763	$ 682	$ 756	$ 759	$ 768	$ 739	$ 788	$ 773	$ -	$ 8,500
Total Revenues	**$ 1,604**	**$ 15,474**	**$ 62,281**	**$ 25,340**	**$ 183,604**	**$ 12,638**	**$ 28,515**	**$ 14,939**	**$ 10,229**	**$ 6,836**	**$ 15,716**	**$ -**	**$ 377,176**
Expenditures:													
General & Administrative:													
Supervisors Fees	$ 1,000	$ -	$ -	$ 1,000	$ -	$ 800	$ -	$ 1,000	$ -	$ 1,000	$ -	$ -	$ 4,800
FICA Expense	$ 77	$ -	$ -	$ 77	$ -	$ 61	$ -	$ 77	$ -	$ 77	$ -	$ -	$ 367
Engineering Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,750	$ -	$ -	$ -	$ 3,750
Assessment Roll	$ 5,408	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,408
Attorney Fees	$ 982	$ 58	$ 116	$ 1,326	$ 777	$ 3,512	$ 988	$ 3,250	$ 695	$ 1,866	$ -	$ -	$ 13,569
Annual Audit	$ -	$ -	$ -	$ -	$ -	$ 3,150	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,150
Management Fees	$ 5,493	$ 5,493	$ 5,493	$ 5,493	$ 5,493	$ 5,493	$ 5,493	$ 5,493	$ 5,493	$ 5,493	$ 5,493	$ -	$ 60,420
Information Technology	$ 131	$ 131	$ 131	$ 131	$ 131	$ 131	$ 131	$ 131	$ 131	$ 131	$ 131	$ -	$ 1,445
Website Maintenance	$ 72	$ 72	$ 72	$ 72	$ 72	$ 72	$ 72	$ 72	$ 72	$ 72	$ 72	$ -	$ 788
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 42	$ 24	$ 7	$ 39	$ 17	$ 3	$ 13	$ 51	$ 13	$ 37	$ 11	$ -	$ 257
Printing and Binding	$ -	$ 13	$ 16	$ -	$ 22	$ -	$ 39	$ -	$ 52	$ -	$ 34	$ -	$ 176
Insurance	$ 14,978	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,978
Legal Advertising	$ -	$ -	$ -	$ -	$ -	$ 244	$ -	$ 184	$ 356	$ -	$ -	$ -	$ 784
Contingency	$ 37	$ 65	$ 35	$ 47	$ 19	$ 20	$ -	$ 65	$ 10	$ -	$ -	$ -	$ 297
Property Appraiser	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office Supplies	$ 221	$ 1	$ 0	$ 59	$ 1	$ 0	$ 8	$ 0	$ 1	$ 0	$ 0	$ -	$ 291
Dues, Licenses, & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Subtotal General & Administrative	**$ 28,615**	**$ 5,856**	**$ 5,869**	**$ 8,244**	**$ 6,531**	**$ 13,486**	**$ 6,745**	**$ 10,323**	**$ 10,571**	**$ 8,675**	**$ 5,741**	**$ -**	**$ 110,656**
Operations & Maintenance													
Field Management	$ 2,058	$ 2,058	$ 2,058	$ 2,058	$ 2,058	$ 2,058	$ 2,058	$ 2,058	$ 2,058	$ 2,058	$ 2,058	$ -	$ 22,643
Property Insurance	$ 16,471	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,471
Pool Staff Payroll	$ 7,767	$ 3,388	$ 1,454	$ 2,408	$ 1,523	$ 8,997	$ 7,290	$ 8,522	$ -	$ -	$ -	$ -	$ 41,349
Security	$ 89	$ 91	$ 92	$ 92	$ 92	$ 92	$ 92	$ 92	$ 92	$ 92	$ 92	$ -	$ 1,006
Telephone Expense	$ 273	$ 274	$ 274	$ 274	$ 274	$ 303	$ 303	$ 303	$ 303	$ 303	$ 304	$ -	$ 3,190
Electric	$ 4,412	$ 1,801	$ 1,801	$ -	$ -	$ 253	$ 1,901	$ 1,763	$ 1,747	$ 1,904	$ 1,698	$ -	$ 17,280
Irrigation/Water	$ 881	$ 906	$ 729	$ 890	$ 732	$ 585	$ 932	$ 1,033	$ 836	$ 845	$ 899	$ -	$ 9,268
Lake Maintenance	$ 1,300	$ 650	$ 650	$ 650	$ 650	$ 650	$ 650	$ 650	$ 650	$ 650	$ 650	$ -	$ 7,800
Pest Control	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pool Maintenance	$ 1,837	$ 880	$ 880	$ 980	$ 980	$ 2,045	$ 980	$ 5,045	$ 980	$ 980	$ 980	$ -	$ 16,567
Pool Chemicals & Repairs	$ 1,776	$ -	$ 1,437	$ -	$ 1,168	$ 866	$ 828	$ 1,232	$ 910	$ 1,462	$ 2,312	$ -	$ 11,992
Grounds Maintenance	$ 2,958	$ 2,958	$ 2,958	$ 2,958	$ 2,958	$ 2,958	$ 2,958	$ 3,985	$ 2,958	$ 3,862	$ 3,674	$ -	$ 35,185
General Facility Maintenance	$ 1,809	$ 1,556	$ 1,015	$ 2,372	$ 4,083	$ 240	$ 4,013	$ 8,098	$ 6,493	$ 483	$ 2,875	$ -	$ 33,039
Refuse Service	$ 1,255	$ -	$ 1,519	$ -	$ -	$ 1,613	$ 1,468	$ -	$ 1,675	$ 1,408	$ 1,654	$ -	$ 10,591
CDD Sponsored Events	$ -	$ -	$ -	$ -	$ -	$ 544	$ 663	$ -	$ -	$ -	$ 178	$ -	$ 1,385
Field Contingency	$ -	$ -	$ 109	$ -	$ -	$ 319	$ -	$ -	$ -	$ -	$ -	$ -	$ 428
Subtotal Operations & Maintenance	**$ 42,886**	**$ 14,562**	**$ 14,976**	**$ 12,683**	**$ 14,518**	**$ 21,524**	**$ 24,557**	**$ 32,781**	**$ 18,704**	**$ 14,267**	**$ 17,374**	**$ -**	**$ 228,831**
Total Expenditures	**$ 71,502**	**$ 20,418**	**$ 20,845**	**$ 20,926**	**$ 21,049**	**$ 35,010**	**$ 31,301**	**$ 43,104**	**$ 29,275**	**$ 22,942**	**$ 23,115**	**$ -**	**$ 339,487**
Excess Revenues (Expenditures)	$ (69,898)	$ (4 944)	$ 41,435	$ 4,414	$ 162,555	$ (22,372)	$ (2,786)	$ (28 165)	$ (19,046)	$ (16,106)	$ (7 399)	$	$ 37,688

Falcon Trace CDD

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2026

ON ROLL ASSESSMENTS

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

							100.00%	100.00%
Date	*Distribution*	*Gross Amount*	*Discount/Penalty*	*Commission*	*Interest*	*Net Receipts*	*General Fund*	*Total*
11/10/25	6/1-10/26/25	$3,585.11	($171.73)	$0.00	$0.00	$3,413.38	$3,413.38	$3,413.38
11/20/25	10/26-11/1/25	$2,937.90	($117.53)	($659.87)	$0.00	$2,160.50	$2,160.50	$2,160.50
11/25/25	11/2-11/7/25	$9,564.54	($382.63)	($64.21)	$0.00	$9,117.70	$9,117.70	$9,117.70
12/5/25	11/8-11/17/25	$33,156.30	($1,326.41)	($38.02)	$0.00	$31,791.87	$31,791.87	$31,791.87
12/15/25	11/18-11/19/25	$9,653.10	($386.17)	$0.00	$0.00	$9,266.93	$9,266.93	$9,266.93
12/22/25	11/20-11/24/25	$21,073.56	($843.04)	$0.00	$0.00	$20,230.52	$20,230.52	$20,230.52
12/22/25	9/01-11/30/25	$0.00	$0.00	$0.00	$211.33	$211.33	$211.33	$211.33
01/15/26	11/25-11/26/25	$25,601.70	($1,024.19)	$0.00	$0.00	$24,577.51	$24,577.51	$24,577.51
02/13/26	11/27-11/27/25	$190,543.80	($7,622.66)	$0.00	$0.00	$182,921.14	$182,921.14	$182,921.14
03/13/26	11/28-11/30/25	$10,912.20	($436.54)	$0.00	$0.00	$10,475.66	$10,475.66	$10,475.66
03/13/26	12/01-02/28/26	$1,041.69	$0.00	$0.00	$0.03	$1,041.72	$1,041.72	$1,041.72
04/15/26	12/01-12/10/26	$28,338.27	($1,102.08)	$0.00	$0.00	$27,236.19	$27,236.19	$27,236.19
05/15/26	12/11-12/31/25	$14,666.09	$0.00	($494.54)	$0.00	$14,171.55	$14,171.55	$14,171.55
06/15/26	01/01-02/28/26	$8,925.96	($142.66)	$0.00	$0.00	$8,783.30	$8,783.30	$8,783.30
06/16/26	03/01-05/31/26	$0.00	$0.00	$0.00	$706.22	$706.22	$706.22	$706.22
07/15/26	Delinquent	$5,677.41	$0.00	$0.00	$170.31	$5,847.72	$5,847.72	$5,847.72
08/14/26	03/01-04/30/26	$11,927.80	$2.77	$0.00	$91.47	$12,022.04	$12,022.04	$12,022.04
08/14/26	03/01-04/30/26	$1,171.77	$0.00	$0.00	$0.00	$1,171.77	$1,171.77	$1,171.77
	TOTAL	**$ 378,777.20**	**$ (13,552.87)**	**$ (1,256.64)**	**$ 1,179.36**	**$ 365,147.05**	**$ 365,147.05**	**$ 365,147.05**

103%	**Net Percent Collected**
0	**nce Remaining to Collect**

SECTION C

SECTION 1

Falcon Trace CDD
Tasks Tracker
October 2026

Ashley Hilyard
Field Manager
ahilyard@gmscfl.com
(407) 577-0918

TASK	STATUS	CURRENT NOTE	WO#	MISC
Install new drinking fountain to replace existing rusted fountain; install new valve for water shut-off point	Completed	8/21 Fountain installed, new valve was fitted for future maintenance access	6389	8/3 GMS removed existing water fountain but could not locate the shut off; 8/4 Emerald Plumbing attempted to locate but was unsuccessful; 8/7 GMS tried alternate possible shut off points but could not locate shut off valve or existing hose connection. Contacting utility vendor to assist Capped at fountain; identifying shutoff valve location and sourcing installer
Replace out of date AED	Completed	10/7 Installed in office	7118	8/19 delivered to site FedEx Tracking: 875621883139 Ship to 4481
Meeting room remodel	Completed	9/11 Remodel complete		Sched for week of 9/7 8/20 M&D adv materials have been ordered, will coord
Replace basketball nets	Completed	10/7 Completed	7118	
Secure loose pet waste stations to posts	Completed	10/7 Completed	7118	
Repair leaning white gate, left of pool deck	Completed	10/7 Completed	7118	
Repair loose anchors at parking lot bollards x2	In Progress	WO#7118 Incomplete, will address upon return	7118	10/23
Evaluate small leak coming from bottle nozzle on fountain	In Progress	WO#7118 Incomplete, will address upon return	7118	Tighten fittings? 10/23
Review storage room behind office and pool equipment room for sources of standing water	In Progress	WO#7118 Incomplete, will address upon return	7118	10/23
Pressure wash tennis court	In Progress	WO#7118 Incomplete, will address upon return	7118	To be completed following WO#6389 10/23
Pressure wash basketball court	In Progress	WO#7118 Incomplete, will address upon return	7118	To be completed following WO#6389 10/23

Amenity footprint painting	Scheduled	**MES Scheduled for end of November** Scope: meeting room, ext clubhouse, slide tower & railings, cabana columns, monument, white fence, RR walls & ceiling, green fence, dumpster enclusure, clubhouse metal ceiling		Received from A Painter's Touch, Five Star Painting, Smith & Co
Stucco repairs	Scheduled	**MES Scheduled for end of November** Scope: building and columns		
Repair & painting of pool deck	Scheduled	**MES Scheduled for end of November**		
Schedule painting of interior meeting room	Scheduled	**MES Scheduled for end of November**		8/19 Board approved MES proposal; pending contract from Counsel
Welding repairs of slide structure	Scheduled	**Tech Central Scheduled for mid-November**		
Slide repairs & painting	Scheduled	**Safe Slide Scheduled for end of November** Scope: ride path fiberglass repairs & caulking, polish & wax interior of flume, minor rust repair on support arms with coating and painting		
Repair floor in men's restroom	Pending	Compare proposals for removing existing epoxy and reinstalling correctly vs removing, sealing, and utilizing a mat rental/cleaning service	5968	Options to remove floor surfacing down to concrete, seal & paint; proposal to install mats
Replace "No Alcohol" sign on pool gate	Pending	10/13 Source & order		
Replace "No Trespassing" sign on white gate, left of deck	Pending	10/13 Check stock		
Front of amenity landscape enhancement	Hold	8/19 Board adv hold on enhancement, prioritize larger projects; liked overall image but req no birds of paradise and add 6in mulch border at sidewalk		Present mockup at August meeting
Foundation lift of pool				*To be completed in 1-2 years, budget*
Resurfacing of pool				*To be completed after foundation lift, budget*
Fence replacement				*To be completed in approx 2 years, budget*

Completed Tasks

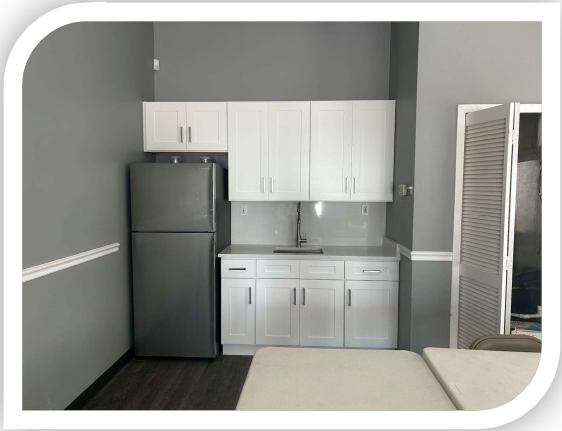
October 2026













Site Report

18446784027

Reference Number: **20261013-18446784027**	Form Name: **Site Report**
Submitter Name: **Ashley Hilyard | ahilyardgms**	Date Sent on Device: **Oct 13, 2026 11:36:07 AM EDT**
Location: **13709 Hawk Lake Dr, Orlando, FL 32837, USA Oct 13, 2026 11:29:09 AM EDT [View Map]**	

NEW PAGE

District Status Review

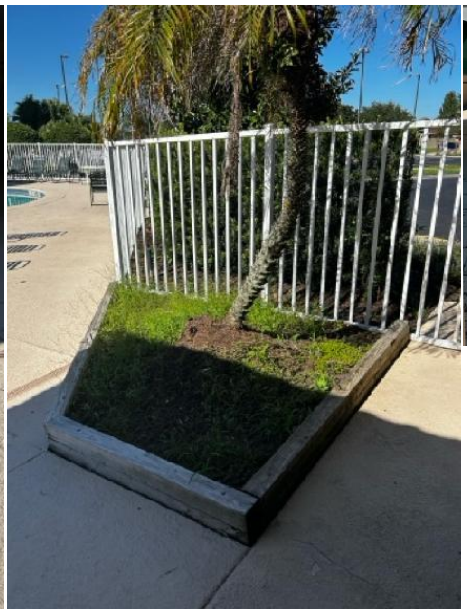
District	Falcon Trace CDD
Site Inspected By	Ashley Hilyard - Field Manager

Issue Details

ISSUE DETAILS 1 OF 3

Issue Details

Date / Time	Oct 13, 2026 11:10:00 AM EDT
Assignment	Landscaper
GeoLocation	13709 Hawk Lake Dr, Orlando, FL 32837, USA latitude: 28.362042734661664 altitude: 29.67912 longitude: -81.39293165986955 [viewMap]
Action Item Picture	


Action Item Description	Weeds completely overtaken plant beds on pool deck x2. Trim palms.
Request Vendor Proposal	No

ISSUE DETAILS 2 OF 3

Issue Details

Date / Time	Oct 13, 2026 11:10:00 AM EDT
Assignment	Landscaper
GeoLocation	13709 Hawk Lake Dr, Orlando, FL 32837, USA latitude: 28.362308809291434 altitude: longitude: -81.39310811916124 [viewMap]

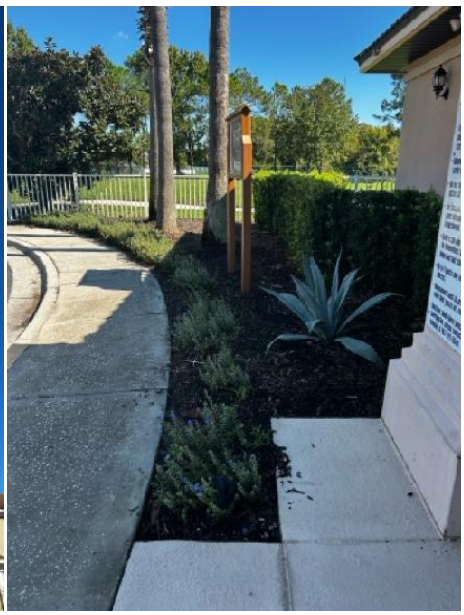
Action Item Picture











Action Item Description	Cut back tree branches blocking parking lot sign. Remove weeds from plant beds. Cut back overgrowth behind white fence at pool chemical storage. Trim palms.
Request Vendor Proposal	No

ISSUE DETAILS 3 OF 3

Issue Details

Date / Time	Oct 13, 2026 11:10:00 AM EDT
Assignment	Landscaper
GeoLocation	13709 Hawk Lake Dr, Orlando, FL 32837, USA

latitude: 28.362575454195316 altitude:
longitude: -81.39253138849823 [viewMap]

Action Item Picture









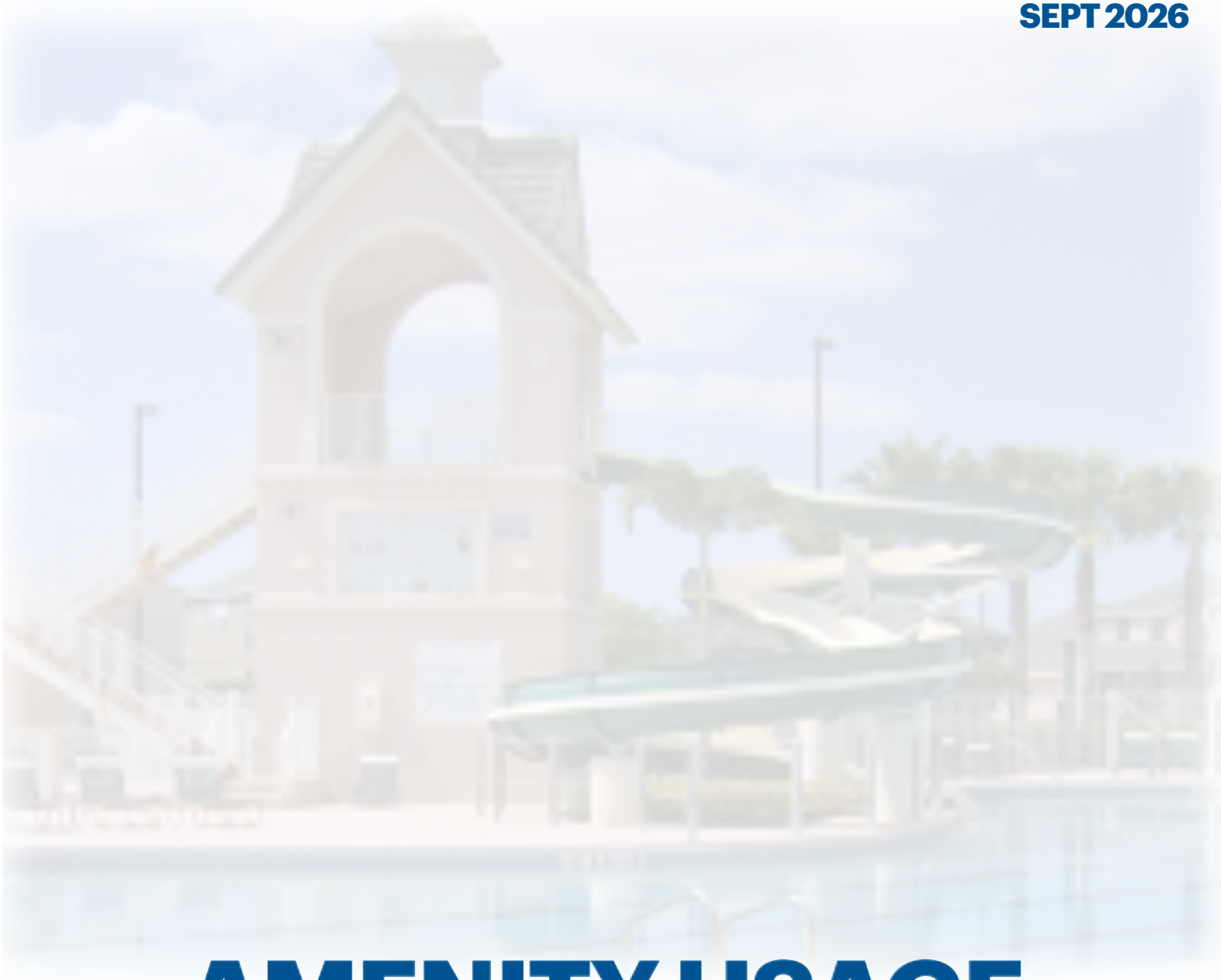

Action Item Description	Remove vines from open field fence. Remove fallen tree debris from open field. Remove weeds from plant beds. String trim around light pole.
Request Vendor Proposal	No

SECTION D

BIG HAWK LAKE

RECREATION CENTER

SEPT 2026



AMENITY USAGE REPORT

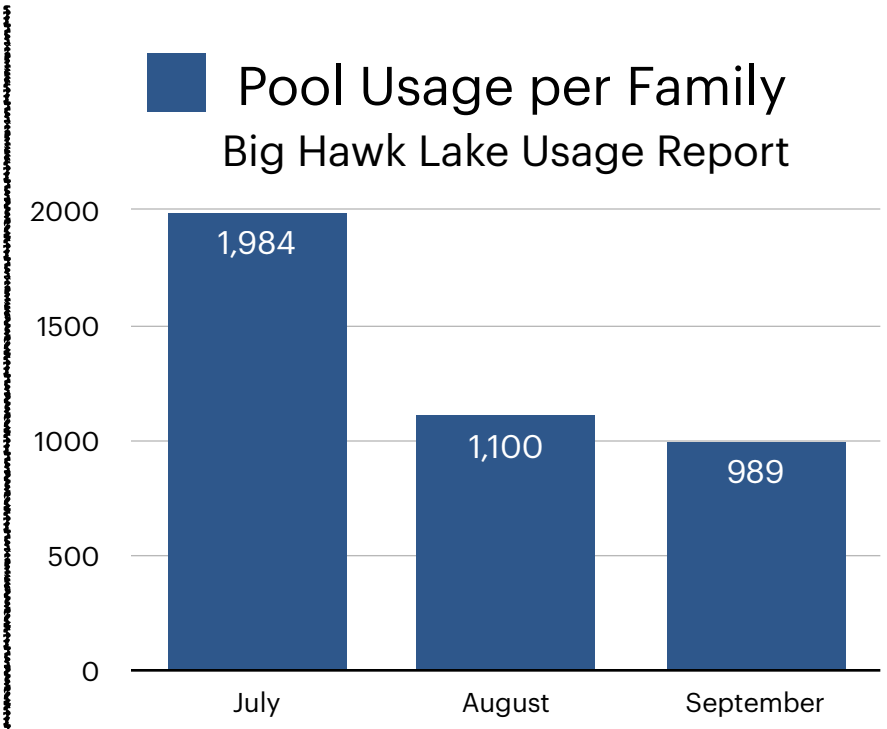
PROVIDED BY C.A.L.M.

TOTAL RENTALS

July - 8

August - 9

September - 2



-CURRENT SEASON SCHEDULE:

OCTOBER

- Opened: Sunday, Monday, Wednesday, Friday, and Saturday from 10:00am - 7:00pm