

*Deer Run Community  
Development District*

*Agenda*

*November 29, 2018*

# AGENDA

# *Deer Run*

## *Community Development District*

---

135 W. Central Blvd., Suite 320, Orlando, Florida 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

November 26, 2018

**Board of Supervisors  
Deer Run Community  
Development District**

Dear Board Members:

The Board of Supervisors of Deer Run Community Development District will meet **Thursday, November 29, 2018 at 6:00 PM at the Holiday Inn Express & Suites Palm Coast, 200 Flagler Plaza Drive, Palm Coast, FL 32137. Please note the time and location of the meeting.** Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment Period
- III. Organizational Matters
  - A. Administration of Oaths of Office of Elected Board Members
  - B. Consideration of Resolution 2019-01 Canvassing and Certifying the Results of the Landowners' Election
  - C. Election of Officers
  - D. Consideration of Resolution 2019-02 Electing Officers
- IV. Approval of Minutes of the August 23, 2018 Meeting
- V. Consideration of Resolution 2019-03 Budget Amendment
- VI. Consideration of Resolution 2019-04 Ratifying, Confirming and Approving the Sale of Series 2018 Bonds
- VII. Consideration of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for Fiscal Year 2018
- VIII. Consideration of Agreement with Applied Aquatic Management, Inc. for Stormwater and Fountain Maintenance Services
- IX. Consideration of Amended and Restated Disclosure of Public Financing
- X. Discussion and Authorization to Turn Pump Station Over to City
- XI. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    1. Approval of Check Register
    2. Balance Sheet and Income Statement
    3. Ratification of FY18 Funding Request #1
    4. Field Manager's Report
- XII. Other Business
- XIII. Supervisors Requests
- XIV. Adjournment

The second order of business of the Board of Supervisors Meeting is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is Organizational Matters. Section A is the administration of the Oaths of Office of the elected Supervisors. There is no back-up material. Section B is the consideration of Resolution 2019-01 canvassing and certifying the results of the Landowners' Election. The Resolution is enclosed for your review. Section C is the election of officers and Section D is the consideration of Resolution 2019-02 electing officers. A copy of the Resolution is enclosed for your review.

The fourth order of business is approval of the minutes from the August 23, 2018 meeting. A copy of the minutes is enclosed for your review.

The fifth order of business is consideration of Resolution 2019-03 budget amendment. A copy of resolution is enclosed for your review.

The sixth order of business is consideration of Resolution 2019-04 ratifying, confirming and approving the sale of series 2018 bonds. A copy of the resolution is enclosed for your review.

The seventh order of business is consideration of agreement with Berger, Toombs, Elam, Gaines & Frank to provide auditing services for Fiscal Year 2018. A copy of the engagement letter is enclosed for your review.

The eighth order of business is consideration of agreement with Applied Aquatic Management, Inc. for stormwater and fountain maintenance services. A copy of the agreement is enclosed for your review.

The ninth order of business is consideration of amended and restated disclosure of public financing. A copy of the report is enclosed for your review.

The tenth order of business is discussion and authorization to turn pump station over to City. A description is enclosed for your review.

Section C of the eleventh order of business is the District Manager's report. Section 1 includes the check registers being submitted for approval and Section 2 includes the balance sheet and income statement for your review. Section 3 is ratification of FY18 funding request #1. Section 4 is the Field Manager's Report that will update you on the status of any field or maintenance issues around the community. The report will be provided under separate cover.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,



Jason M. Showe  
District Manager

CC: Roy Van Wyk, District Counsel  
Rey Malave, District Engineer  
Gina Grimes, Hill Ward Henderson  
Irvin Weinstein, Roger Towers, P.A.  
Michael Dady, Lerner Real Estate Advisors  
Darrin Mossing, GMS

Enclosures



## SECTION III

## SECTION B

## RESOLUTION 2019-01

### **A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES**

**WHEREAS**, pursuant to Section 190.006(2), Florida Statute, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing three (3) supervisors for the District; and

**WHEREAS**, following proper notice of once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election, such landowners' meeting was held on **November 15, 2018**, at which the below-recited persons were duly elected by virtue of the votes cast in their respective favor; and

**WHEREAS**, the Board of Supervisors by means of this Resolution desire to canvass the votes and declare and certify the results of said election;

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT:**

1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as follows:

<u>Supervisor</u>	<u># of Votes</u>	<u>Terms</u>
<u>Robert Porter</u>	<u>250</u>	4-Year Term
<u>James Teagle</u>	<u>250</u>	4-Year Term
<u>Jan Doan</u>	<u>245</u>	2-Year Term

2. The terms of office shall commence immediately upon the adoption of this Resolution:

Adopted this 29<sup>th</sup> day of November, 2018.

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

\_\_\_\_\_  
Chairman/Vice Chairman

# SECTION D

**RESOLUTION 2019-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
DEER RUN COMMUNITY DEVELOPMENT DISTRICT  
ELECTING THE OFFICERS OF THE DISTRICT AND  
PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Deer Run Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

**Section 1.** \_\_\_\_\_ is elected Chairperson.

**Section 2.** \_\_\_\_\_ is elected Vice-Chairperson.

**Section 3.** \_\_\_\_\_ is elected Secretary.

**Section 4.** \_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.

**Section 5.** \_\_\_\_\_ is elected Treasurer.

**Section 6.** \_\_\_\_\_ is elected Assistant Treasurer.

**Section 7.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of November, 2018.

**ATTEST:**

**DEER RUN COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson/Vice-Chairperson

## SECTION IV

MINUTES OF MEETING  
DEER RUN COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Deer Run Community Development District was held Thursday, August 23, 2018 at 3:00 p.m. in the Government Services Building, 1769 E. Moody Boulevard, Bunnell, Florida.

Present and constituting a quorum were:

Robert Porter  
Mark Dearing  
Duane Owen  
James Teagle

Chairman  
Vice Chairman  
Assistant Secretary  
Assistant Secretary

Also present were:

George Flint  
Katie Buchanan  
Rey Malave  
Alan Scheerer  
Brett Sealy  
William Viasalyers  
Clayton Smith

District Manager  
District Counsel  
District Engineer  
Field Manager  
MBS Capital Markets  
GMS  
GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Porter called the meeting to order at 3:00 p.m.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

A resident stated I'm curious about the increase of 47%.

Mr. Flint stated we will have a budget hearing and at that point it will be addressed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the May 24, 2018 Meeting**

On MOTION by Mr. Owen seconded by Mr. Dearing with all in favor the minutes of the May 24, 2018 meeting were approved as presented.

**FOURTH ORDER OF BUSINESS**

**Bond Related Items**

**A. Final Supplemental Engineer's Report**

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the Final Supplemental Engineer's report was approved.

**B. Final Supplemental Assessment Methodology**

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the Final Supplemental Assessment Methodology Report was approved.

**C. Consideration of Resolution 2018-04 – Supplemental Assessment Resolution**

On MOTION by Mr. Teagle seconded by Mr. Dearing with all in favor Resolution 2018-04 – Supplemental Assessment Resolution, was approved.

**FIFTH ORDER OF BUSINESS**

**Public Hearings**

On MOTION by Mr. Teagle seconded by Mr. Dearing with all in favor the public hearing was opened.

Mr. Porter stated we are now in the public hearing for the budget. Most of the budget items get done as we enter into annual contracts for things like landscaping and that kind of thing. We will go through the budget a line at a time or whatever anybody wants to ask.

The main reason the budget has gone up is that for years there was no money, nobody other than the seven lot owners were paying their assessments and there wasn't any money coming in and the property owner was not funding it at a level that let us get the grass mowed, every week or ten days, it was once or twice a month and that kind of thing. There would be no annuals, no this or that. That is essentially the reason for it. The District did not pay to rebuild either of the entries, they didn't pay for getting the waterfall cleaned out, to get the bubblers put in; that was all done by D.R. Horton at D.R. Horton's expense. It is the District's responsibility to maintain all of the improvements here.

A resident stated I can't understand why it costs \$500 a month to just maintain it plus a \$500 contingency fees for potential future repairs. That sounds outrageous, the \$6,000 a year for



each of the pumps, that is \$12,000 setting aside for two pumps. \$500 a month sounds high. Does that mean someone has to come out every day to maintain it?

Mr. Porter stated one of the problems is when you have a water feature like that we end up having to chlorinate it, treat it almost like a swimming pool. How often do we treat that?

Mr. Scheerer stated it is a three day a week service on both fountains, the one on U.S. 1 and one on U.S. 100. There are also additional things that residents don't see on the waterfall feature, there is actually a sub-base in that fake wall that we have to drain and there are pumps and filtration system in that because of the type of water being used and circulating through that waterfall feature. There is a little more expense that is tied to that. You are pulling water out of the lake and circulating it through the water feature so there are some issues with that we are working on and the developer has allowed us to change over from reclaimed water to potable water and we are working with the City of Bunnell and hopefully, that will decrease some of the expenses we have but we are just not going to know at this time until a meter has been installed.

A resident stated the contingency for repair and maintenance is \$500 a month.

Mr. Scheerer stated there is a repair and maintenance fund of \$6,000 per year and that is for the pumps, filters, anything that breaks on either of the water features.

A resident asked how much are pumps?

Mr. Scheerer stated these particular pumps can be about \$2,000 to \$3,000 for the submersible pump that we have and we have a circulating pump that you could probably buy off the shelf for about \$600 to \$800. There are other things such as impellers, filtration, chlorination, we have two filter systems on one pump and one filter system on another.

A resident asked did you put out bids for this?

Mr. Scheerer stated no, because the system wasn't running, it hadn't run in 10 years. We got it up and running and we found a company that could go ahead and do it but that is not to say that we can't put it out to bid at some point in time.

Mr. Porter stated we had a horrible time trying to get it to run. It would run for two days and be off, the wiring was no good, you couldn't shut it off and start it again so we had to redo all the wiring, and replaced the pumps.

Mr. Scheerer stated we replaced everything, pumps, clocks, wires, filtration, chlorination.

A resident asked was that done in last year's budget?

Mr. Porter stated that was done by D.R. Horton.

Mr. Scheerer stated D.R. Horton did all the upgrades and repairs and got it going, we are responsible for the upkeep and maintenance.

A resident asked do you have any idea what was spent getting it back up?

Mr. Teagle stated ballpark about \$40,000, it is probably more than that.

A resident asked do we need those fountains?

Mr. Porter stated no, we don't need those fountains, we don't need flowers and we don't need to mow the grass but the decision was that it helps everybody's property value. If it is \$500 a month and we have 500 homes it is costing you \$1 a month to maintain that fountain.

A resident stated there aren't 500 homes that people are living in.

Mr. Porter stated D.R. Horton pays on our lots too even though there aren't any houses. This year as the District has spent money and spent way over what we have collected in assessments as we are trying to fix things, D.R. Horton has funded the deficit, whenever there was a shortage of money. Some of this stuff D.R. Horton did directly and paid for some of it the District has been doing and D.R. Horton has been paying the shortfall.

I'm on a number of CDD Boards but I want every District to have a budget that will keep things in good shape. We could leave this half as much and have D.R. Horton contribute more or whatever then in two years when we raise it so the community is paying for itself everybody who bought a house is going to say you deceived us, we thought this was what it was going to be. We are trying to get a budget that covers the expenses of the District. D.R. Horton is still paying the majority of it because we own much of the land, but we want to have a budget that reflects what we are actually doing and we feel this ought to be a first class community and it ought to look good.

A resident stated you have those fancy light poles but it is only on Grand Reserve. Why are they not on all the other streets and the total annually is \$31,384 and you go to Lakeview or Fairway Court and there are no lights. We have had to put lights on our garages so we can see at night.

Mr. Porter stated I will check on that and let you know next time. I do not know right now. The problem is the District does not own any of the lights; we just pay for the electricity.

Mr. Flint stated there is a streetlight lease with FP&L.

A resident stated the streetlight at the entrance of Fairway Court next to the 18<sup>th</sup> hole has been down for about a year.

Mr. Porter stated anytime you see something like that whether it is a bulb out or a pole over feel free to call FP&L. FP&L owns those and they are the only ones who can do anything about it. We can report it as well but anytime you see something with a light that is down if you call them they will put it on their schedule.

Mr. Scheerer stated I will go there after the meeting and follow-up on that. I will give you my card before you leave and if you see something like that just email, text or call me and we will take care of it.

Mr. Porter stated when he says we will take care of it he will call FP&L to report it. We just don't have the authority to repair them, they don't belong to us and we cannot legally touch them.

A resident asked do you see more of those lights in the future?

Mr. Porter stated I don't want to tell you they are coming because I'm not certain, but I think so and I will know for the next meeting.

A resident stated the landscape maintenance was \$30,000 last year and it is \$100,000 this year. How much more grass are you cutting than last year?

Mr. Porter stated we are cutting it on a regular basis opposed to just doing it once a month. We are also putting mulch around the trees, we put in annuals a few times a year at the entryways.

Mr. Scheerer stated those areas will get annuals four times a year and the palm trees will now be trimmed.

A resident stated I understand the golf course's rates are not going up but ours are.

Mr. Porter stated their rates are going up the same percentage as yours. I think everybody knows we didn't develop it and I didn't create the CDD. Back when the CDD was set up they had the concept, which is common, equivalent residential units. In some Districts if you are in a townhome you pay half as much as a lot does and if you are on a 75-foot lot you pay a lot more than a 50-foot lot. When it was first set up I think the golf course was 5 or 5 ½ ERUs, equivalent residential units so that means they are paying about five times what you are paying. I think the concept is that the golf course is not going to use the amenity center and that kind of thing. I have no way to change that it is the way it was set up.

A resident asked does that mean we are going to see another increase after the amenity center is up and running?

Mr. Porter responded yes.

A resident stated the sales office told us that one of the things we were going to add was an amenity center. The way we understand it is that we have to pay for that amenity center.

Mr. Porter stated you are going to have to pay for the electric, janitorial service, pool cleaning, pool chemicals, not for the construction.

A resident asked how do we pay for it, are we going to get a bill from you?

Mr. Porter responded no, when we prepare the next budget it will include things like pool chemicals and so forth. There will be a public hearing this time next year, we will go through it and by then we will have a contract for the pool maintenance, all the things that have to be done. When it is done you will be paying for the operation and maintenance of it and your bill will go up a little bit as the amenity center gets used. Your CDD assessment is on your tax bill. There are two parts to the CDD charge, the debt service, which is the bond payment then there is the operation and maintenance. The debt service will stay the same year after year but the operation and maintenance will adjust every year. We will have a meeting, go over the budget and adopt a new budget that reflects what is going on.

A resident asked did you get more than one bid on lawn maintenance?

Mr. Flint responded no, Yellowstone has been doing it. The Board at any time can choose to direct staff to bid that out.

Mr. Scheerer stated we just added areas that increased their scope but at any time the Board so directs we can put that out to bid. We have doubled the amount of service they had been providing.

Mr. Porter stated it more than doubled the amount of service because before there was no mulch, no fertilizer, no real weed treatment, we did not have annuals. They came in now and then when it got really high and mowed it down and that was all they were doing and those of you who have been here for a while know that, it was a different place.

It looks like the golf course is 1.69 ERUs, I thought it was more.

Mr. Flint stated I think the thought process back then was a lot of the trips were going to be internally generated and that impacts how many ERUs are assigned to it but if they have a lot of outside play it might be different.

Mr. Porter stated that was a decision that was made nine or ten years ago and it is what it is. There are no more townhomes, it will be all single-family lots going forward, not quite as many units as there were but the houses pay more than the townhomes did.

A resident stated there are a lot of residents that wanted to attend but couldn't because of the time of the meeting.

Mr. Porter stated what we do in a lot of places is one meeting a quarter in the evening. The reason they are in the day is, you see lots of consultants sitting around here that the District is paying, if we have a meeting in the evening we pay more and we try to schedule the same day so you have a schedule. For next year we will try to have a quarterly meeting in the evening and certainly have the budget meeting in the evening because that is the one that we get the most residents. We will make that change going forward.

Mr. Porter stated we do everything in the sunshine and if there are any documents that you want you can contact George's office.

Ms. Buchanan stated the agenda package is on the website, generally about a week in advance of the meeting so you can look at it that way and it is George's practice to include financial statements every month so you can track how the budget is progressing.

Mr. Flint stated the audits are on there, the adopted budgets, and agendas.

Mr. Porter stated websites are a great way to get in contact with George's firm. If you see a problem let him know, he will answer right away. They have been very responsive and I think they have done a good job for us.

On MOTION by Mr. Teagle seconded by Mr. Dearing with all in favor the public hearing was closed.

**A. Consideration of Resolution 2018-05 Adopting the Fiscal Year 2019 Budget and Relating to the Annual Appropriations**

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor Resolution 2018-05, Adopting the Fiscal Year 2019 Budget and Relating to the Annual Appropriations, was approved.

**B. Consideration of Resolution 2018-06 Imposing Special Assessments and Certifying an Assessment Roll**

Mr. Porter stated next is Resolution 2018-06 imposing special assessments and certifying the assessment roll. That authorizes our Manager to take the budget and essentially send it to the tax collector so that will be the amount that shows up on your tax bill. On all the platted lots the tax collector collects it for us and it saves a lot of trouble. Everybody pays their taxes, it is not like an HOA where if you don't pay it everybody else has to make up the difference.

On MOTION by Mr. Teagle seconded by Mr. Dearing with all in favor Resolution 2018-06, Imposing Special Assessments and Certifying an Assessment Roll, was approved.

## **SIXTH ORDER OF BUSINESS**

### **Consideration of Fiscal Year 2019 Budget Deficit Funding Agreement**

Mr. Porter stated next is the budget deficit funding agreement. This basically says that if we run out of money D.R. Horton is going to make an additional payment.

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the Fiscal Year 2019 budget deficit funding agreement between the District and D.R. Horton, Inc. – Jacksonville was approved.

## **SEVENTH ORDER OF BUSINESS**

### **Ratification of LED Lighting Agreement with Florida Power & Light**

Mr. Porter stated we are getting 17 new lights installed on Golf View, Fairway and Lakeside. When those lights go in if you feel that they skipped your area, go to the website and report it to George because we have to go back and enter into contracts; they won't put them in unless we agree to pay for them.

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the LED lighting agreement with FP&L was ratified.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

There being none, the next item followed.

#### **B. Engineer**

Mr. Malave stated there is one document we are working on it is a legal we created for the pump house that we can use to transfer that property to the City and they take over the reuse line.

Mr. Porter stated one of the things the District has been spending money on the last few years is the reuse system and instead of belonging to the City for whatever reason belongs to the CDD. We have spent a good deal of D.R. Horton's money to upgrade the system, replacing

some pumps, making sure everything runs and the City has agreed to take it over when we get it up to their standards. In the long term that will save us money because we don't want to be in the business.

**C. Manager**

**1. Approval of Check Register**

On MOTION by Mr. Teagle seconded by Mr. Dearing with all in favor the check register was approved.

**2. Balance Sheet and Income Statement**

A copy of the balance sheet and income statement was included in the agenda package.

**3. Approval of Fiscal Year 2019 Meeting Schedule**

Mr. Flint stated the proposed meeting schedule assumes quarterly meetings at 3:00 p.m. in this location on the fourth Thursday with the exception of November.

Mr. Porter stated that is another way we try to save money because every time we have a meeting it costs us money. Let's make it every other month.

Mr. Flint stated I recommend, November, January, March, May, July and August. That lines up with the May proposed budget and an August final approval and lines with up March to accept your audit.

Mr. Porter stated the November meeting should be in the evening because we may have an election, May meeting for the proposed budget and August for the final budget. If there is no business to come before the Board we can cancel them but this list will end up on the website so you will be able to see which meetings are at what time.

Mr. Flint stated as far as the location we will have to verify the availability and if you delegate authority to the Chairman on the final decision on the meeting schedule we can work out the meeting room availability and he can approve it.

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the Chairman was authorized to work with staff to finalize the location of the Fiscal Year 2019 meetings.

Mr. Porter stated a year from now these will be more convenient because there will be a very nice meeting room in the amenity center. As soon as it is open we can start meeting there.

Mr. Teagle stated it should be open sometime in the summer next year.

#### **4. Field Manager's Report**

Mr. Scheerer stated I want to introduce William Viasalyers and Clayton Smith both with GMS. William has been doing a lot of work out here and has helped with site visits. At the last meeting the Board approved the removal and repair and upgrades to the reclaimed system. The first pump was replaced and installed today, the second one was pulled and hopefully within the next 30 days we will be ready to turn that over the City of Bunnell. Also at the last meeting the Board approved staff to get with the City of Bunnell and install a potable water meter at U.S. 100 to help with some of the issues with the reclaimed.

Mr. Viasalyers stated I do meet with Yellowstone monthly and do site visits with them to make sure everything is moving forward. I also check the fountains that have been working. I know there have been some things that Yellowstone is going to touch on at the U.S. 1 with the magnolias and they are going to clean them up a little bit the first or second week of September.

Mr. Scheerer stated as you exit to U.S. 1 we have some really nice magnolias that the wax myrtles are coming out and choking them down so we are going to remove those in the next couple of weeks and that will allow the magnolias to expand.

#### **NINTH ORDER OF BUSINESS**

#### **Other Business**

There being none, the next item followed.

#### **TENTH ORDER OF BUSINESS**

#### **Supervisor's Requests**

There being none, the next item followed.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Audience Comments**

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the meeting adjourned at 3:49 p.m.



---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman

## SECTION V

**RESOLUTION 2019-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE DEER RUN COMMUNITY DEVELOPMENT  
DISTRICT APPROVING AN AMENDED GENERAL FUND  
BUDGET FOR FISCAL YEAR 2018 AND PROVIDING FOR  
AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution 2017-07, the Deer Run Community Development District Board (the “Board”) adopted a Budget for Fiscal Year 2018; and

**WHEREAS**, the Board desires to amend the budgeted revenues and expenditures approved for Fiscal Year 2018.

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

1. The Budget for Fiscal Year 2018 is hereby amended and restated as set forth on the Fiscal Year 2018 Amended Budget attached hereto as “**Exhibit A**”.
2. This Resolution shall take effect immediately upon adoption and be reflected in the monthly and Fiscal Year End 9/30/2018 Financial Statements and Audit Report of the District.

**PASSED AND ADOPTED THIS 29<sup>th</sup> DAY OF NOVEMBER, 2018.**

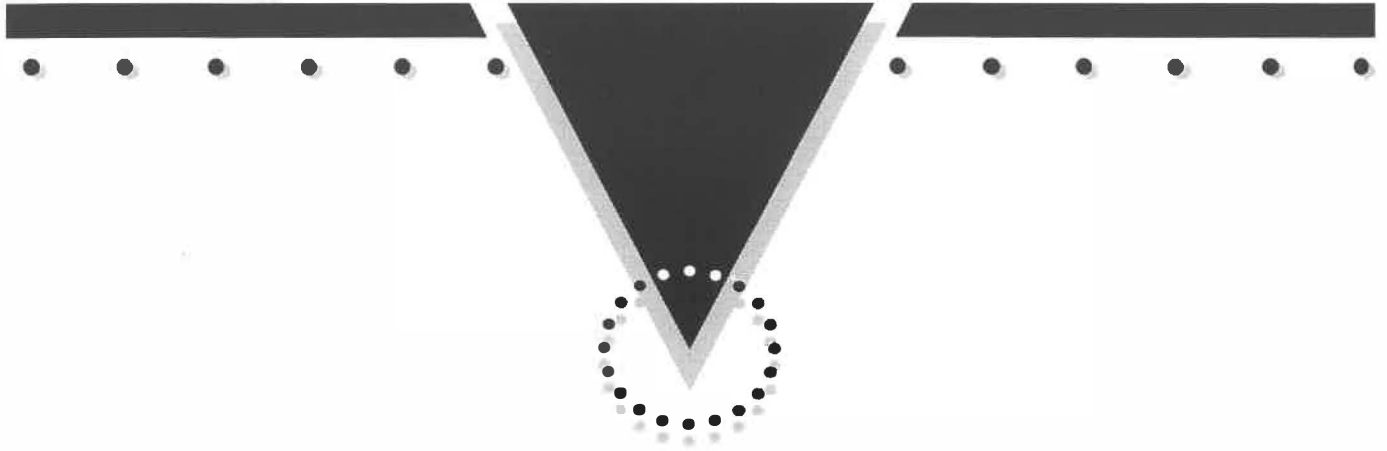
ATTEST:

**BOARD OF SUPERVISORS OF THE  
DEER RUN COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

Its: \_\_\_\_\_



**Deer Run**  
**Community Development District**

**Amended Budget**  
**FY 2018**



# Table of Contents

**1**

General Fund

---

# DEER RUN

## COMMUNITY DEVELOPMENT DISTRICT

### General Fund Budget

	ADOPTED		AMENDED	ACTUALS
DESCRIPTION	FY2018 BUDGET	INCREASE/ DECREASE	FY2018 BUDGET	AS OF 9/30/18
<b>Revenues</b>				
Assessments	\$182,971	\$0	\$182,971	\$182,462
Deficit Funding	\$0	\$109,227	\$109,227	\$79,924
Golf Course Lake Maintenance Contribution	\$4,800	\$0	\$4,800	\$4,465
Miscellaneous Income	\$0	\$0	\$0	\$35
Carry Forward Surplus	\$1,791	\$6,010	\$7,801	\$7,801
<b>TOTAL REVENUES</b>	<b>\$189,562</b>	<b>\$115,237</b>	<b>\$304,799</b>	<b>\$274,687</b>
<b>Expenditures</b>				
<i>Administrative</i>				
Supervisor Fees	\$4,000	(\$1,400)	\$2,600	\$2,600
FICA Expense	\$306	(\$153)	\$153	\$153
Engineering	\$3,550	\$1,450	\$5,000	\$2,990
Dissemination	\$2,500	\$0	\$2,500	\$2,500
Attorney	\$20,000	\$0	\$20,000	\$12,304
Annual Audit	\$3,270	\$0	\$3,270	\$3,270
Trustee Fees	\$3,500	\$0	\$3,500	\$0
Arbitrage	\$600	(\$150)	\$450	\$450
Assessment Roll Services	\$2,500	\$0	\$2,500	\$2,500
Management Fees	\$30,000	\$0	\$30,000	\$30,000
Information Technology	\$1,000	(\$0)	\$1,000	\$1,000
Telephone	\$100	\$0	\$100	\$37
Postage	\$600	\$0	\$600	\$300
Insurance	\$8,141	(\$740)	\$7,401	\$7,401
Printing & Binding	\$800	\$0	\$800	\$366
Travel Per Diem	\$500	\$0	\$500	\$490
Legal Advertising	\$500	\$300	\$800	\$642
Other Current Charges	\$800	\$0	\$800	\$446
Office Supplies	\$150	\$0	\$150	\$49
Dues, Licenses & Subscriptions	\$175	\$0	\$175	\$175
<b>TOTAL ADMINISTRATIVE</b>	<b>\$82,992</b>	<b>(\$693)</b>	<b>\$82,299</b>	<b>\$67,673</b>
<i>Maintenance</i>				
Field Management	\$15,000	\$0	\$15,000	\$15,000
Electric	\$23,000	\$5,000	\$28,000	\$27,882
Water & Sewer	\$5,200	\$2,300	\$7,500	\$7,351
Landscape Maintenance	\$37,800	\$38,200	\$76,000	\$75,317
Landscape Contingency	\$6,000	\$8,000	\$14,000	\$11,267
Lake Maintenance	\$17,000	\$0	\$17,000	\$16,770
Water Feature Maintenance	\$0	\$9,000	\$9,000	\$7,911
Irrigation Repairs	\$2,000	\$48,000	\$50,000	\$45,279
Contingency	\$570	\$5,430	\$6,000	\$4,849
<b>TOTAL MAINTENANCE</b>	<b>\$106,570</b>	<b>\$115,930</b>	<b>\$222,500</b>	<b>\$211,628</b>
<b>TOTAL EXPENSES</b>	<b>\$189,562</b>	<b>\$115,237</b>	<b>\$304,799</b>	<b>\$279,300</b>
<b>EXCESS REVENUES/(EXPENDITURES)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$4,613)</b>

## SECTION VI

## **RESOLUTION 2019-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE AND REFUNDING BONDS, SERIES 2018; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE AND REFUNDING BONDS, SERIES 2018; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, Florida Statutes, including its \$11,175,000 Deer Run Community Development District (Flagler County, Florida) Special Assessment Revenue and Refunding Bonds, Series 2018 (“Series 2018 Bonds”); and

**WHEREAS**, the District closed on the sale of the Series 2018 Bonds on August 24, 2018; and

**WHEREAS**, as prerequisites to the issuance of the Series 2018 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing the sale of the Series 2018 Bonds.

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

**SECTION 1.** The sale, issuance, and closing of the Series 2018 Bonds is in the best interests of the District.

**SECTION 2.** The issuance and sale of the Series 2018 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such



bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 3.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2018 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2018 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of November, 2018.

ATTEST:

**DEER RUN COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary

---

Chairperson, Board of Supervisors

## SECTION VII



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

August 28, 2018

George S. Flint, District Manager  
Governmental Management Services, LLC  
135 W. Central Blvd., Suite 320  
Orlando, FL 32801

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of Deer Run Community Development District, which comprise governmental activities, each major fund and the budgetary comparison for the General Fund as of and for the year ended September 30, 2018 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2018 and thereafter for one annual renewal if mutually agreed by Deer Run Community Development District and Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

## **The Responsibilities of the Auditor**

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division For CPA Firms  
Private Companies Practice Section

Member FICPA

Deer Run Community Development District  
August 28, 2018  
Page 2

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to Deer Run Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Deer Run Community Development District and that are to be included as part of our audit are listed below:

1. General Fund
2. Debt Service Fund
3. Capital Projects Fund



Deer Run Community Development District  
August 28, 2018  
Page 3

### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control of financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; and
5. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit, we will request certain written confirmation concerning representations made to us in connection with the audit including, among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes 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 taken as a whole.



Deer Run Community Development District

August 28, 2018

Page 4

Management is responsible for identifying and ensuring that Deer Run Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

The Board is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

Deer Run Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, Deer Run Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Deer Run Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Deer Run Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Deer Run Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

#### **Deer Run Community Development District's Records and Assistance**

If circumstances arise relating to the condition of the Deer Run Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Deer Run Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

Deer Run Community Development District  
August 28, 2018  
Page 5

### **Other Relevant Information**

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

### **Fees, Costs and Access to Workpapers**

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2018 will not exceed \$3,270 unless the scope of the engagement is changed, the assistance which Deer Run Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. The two annual renewals must be mutually agreed and approved by the Board of Supervisors.

In the event we are requested or authorized by Deer Run Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Deer Run Community Development District, Deer Run Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

### **Reporting**

We will issue a written report upon completion of our audit of Deer Run Community Development District's financial statements. Our report will be addressed to the Board of Deer Run Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.



Deer Run Community Development District  
August 28, 2018  
Page 6

In addition to our report on Deer Run Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Deer Run Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam  
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK  
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

---

---





Judson B. Baggett  
MBA, CPA, CVA, Partner  
Marci Reutimann  
CPA, Partner

6815 Dairy Road  
Zephyrhills, FL 33542  
(813) 788-2155  
(813) 782-8606

## System Review Report

To the Directors

November 2, 2016

Berger, Toombs, Elam, Gaines & Frank, CPAs PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL (the firm), in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and *audits of employee benefit plans*.

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL in effect for the year ended May 31, 2016 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs PL, has received a peer review rating of *pass*.

  
Baggett, Reutimann & Associates, CPAs, PA

(BERGER\_REPORT16)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND DEER RUN COMMUNITY  
DEVELOPMENT DISTRICT  
(DATED AUGUST 28, 2018)**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of 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; and
- 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; and
- d. Upon completion of the 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 or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public 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.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**GMS-CF, LLC  
135 W. Central Blvd., Suite 320  
Orlando, FL 32801  
TELEPHONE: 407-841-5524  
EMAIL: GFLINT@GMSNF.COM**

**Auditor: J.W. Gaines**

**District: Deer Run CDD**

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

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

**Title: Director**

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

**Date: September 11, 2018**

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

## SECTION VIII

**AGREEMENT BETWEEN DEER RUN COMMUNITY DEVELOPMENT DISTRICT AND  
APPLIED AQUATIC MANAGEMENT, INC., FOR STORMWATER AND FOUNTAIN  
MAINTENANCE SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 1<sup>st</sup> day of December, 2018 by and between:

**DEER RUN COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Bunnell, Florida, and whose mailing address is 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801 (“District”); and

**APPLIED AQUATIC MANAGEMENT, INC.**, a Florida corporation, whose mailing address is Post Office Box 1469, Eagle Lake, Florida 33839 (hereinafter “Contractor”, together with District the “Parties”).

**RECITALS**

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

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

**WHEREAS**, the District currently owns, operates and maintains seventeen (17) stormwater ponds within the District (“Stormwater Ponds”), and one (1) entrance fountain (the “Fountain” and, together with the Stormwater Ponds, the “Service Area”), as depicted in **Exhibit A** attached hereto and incorporated herein; and

**WHEREAS**, in accordance with that certain *Cost Share Agreement for Stormwater Pond Maintenance Services* dated June 25, 2015, the District is responsible for providing aquatic treatment services for certain Ponds which are shared with the Gold Course (as defined therein) (the “Shared Ponds”), and the Golf Course agrees to contribute fifty percent (50%) of such costs associated with the Shared Ponds; and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide aquatic maintenance services for the Service Area; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide aquatic maintenance services and has agreed to provide to the District those services identified in **Exhibit B**, attached hereto and incorporated by reference herein (“Services”); and

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

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants

contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional aquatic maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit B**.

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

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

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

**SECTION 3. SCOPE OF AQUATIC MAINTENANCE SERVICES.** The Contractor will provide aquatic maintenance services for the Service Area within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit B**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit B**, this Agreement controls.

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

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

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

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

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

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

#### **SECTION 5. COMPENSATION; TERM.**

A. As compensation for the Services to the Stormwater Ponds described in this Agreement, the District agrees to pay the Contractor *One Thousand One Hundred Seventy Dollars and No Cents* (\$1,170.00), payable in twelve equal monthly installments.

B. As compensation for the Services to the Fountain described in this Agreement, the District agrees to pay the Contractor *One Hundred Ten Dollars and No Cents* (\$110.00), payable in twelve equal monthly installments. The term of this Agreement shall commence December 1, 2018 for a period of two (2) years unless terminated earlier by either party in accordance with the provisions of this Agreement. The amount of compensation shall be adjusted at a minimum rate of a three (3) percent increase per year on the anniversary date of this Agreement.

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

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

Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**E.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

#### **SECTION 6. INSURANCE.**

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

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

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

**C.** If the Contractor fails to have secured and maintained the required



insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **SECTION 7. INDEMNIFICATION.**

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

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

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

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

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

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

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

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

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

**SECTION 15. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this

Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

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

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

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

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

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

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

**SECTION 23. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to District:** Deer Run Community Development District  
135 W. Central Boulevard, Suite 320  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.

119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Applied Aquatic Management, Inc.  
P.O. Box 1469  
Eagle Lake, Florida 33839  
Attn: Paul C. Myers, Jr.

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

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

**SECTION 25. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Flagler County, Florida.

**SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no

cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Contractor acknowledges that the designated Public Records Custodian for the District is Jason Showe.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 1-407-841-5524, JSHOWE@GMSCFL.COM, AND 135 W. CENTRAL BOULEVARD, SUITE 320, ORLANDO, FLORIDA 32801.**

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

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

**SECTION 29. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*{SIGNATURES SET FORTH ON THE FOLLOWING PAGE}*

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

Attest:

**DEER RUN COMMUNITY DEVELOPMENT DISTRICT**

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

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

**APPLIED AQUATIC MANAGEMENT, INC.**, a Florida corporation

\_\_\_\_\_  
Witness

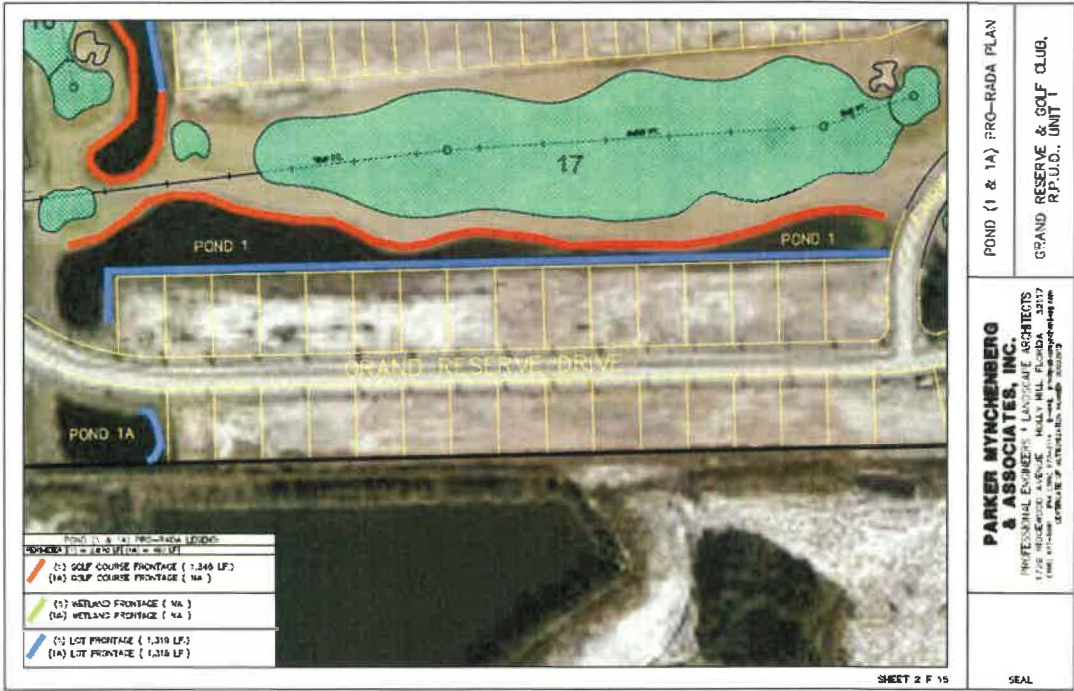
By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:** Service Area Maintenance Map

**Exhibit B:** *Contractor's Proposals* dated September 5, 2018

# EXHIBIT A SERVICE AREA MAINTENANCE MAP







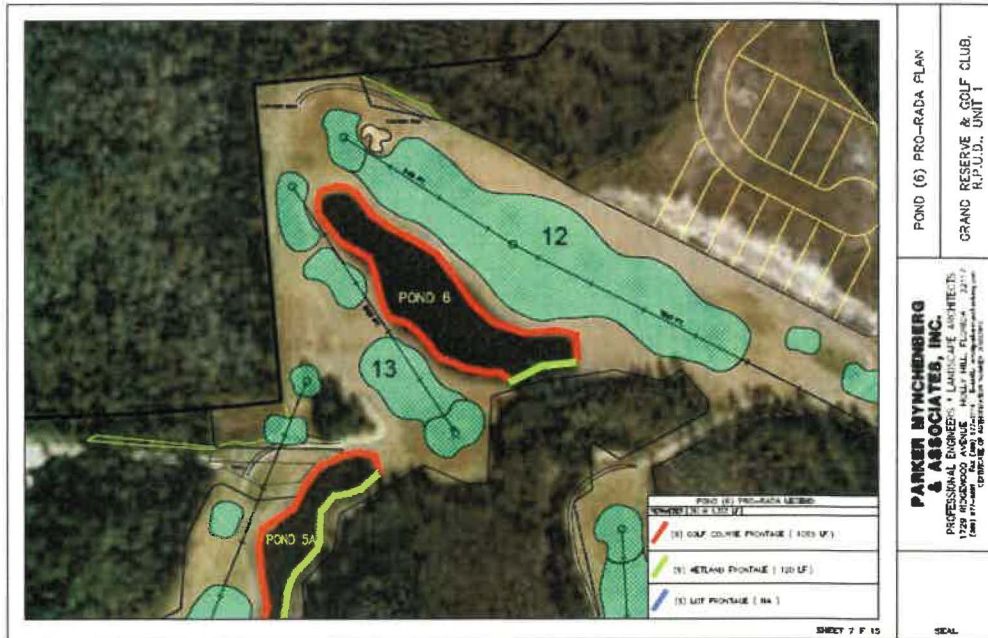




POND (4, 4A, 4B & 4C) PRO-RADA PLAN  
GRAND RESERVE & GOLF CLUB,  
R.P.U.D., UNIT 1

**PARKER MYNCHENBERG  
& ASSOCIATES, INC.**  
PROFESSIONAL ENGINEERS & LANDSCAPE ARCHITECTS  
1725 ROOSEVELT AVENUE, SUITE 100, FORT WORTH, TEXAS 76102  
TEL: (817) 774-2111 FAX: (817) 774-2112  
WWW.PMAGROUP.COM

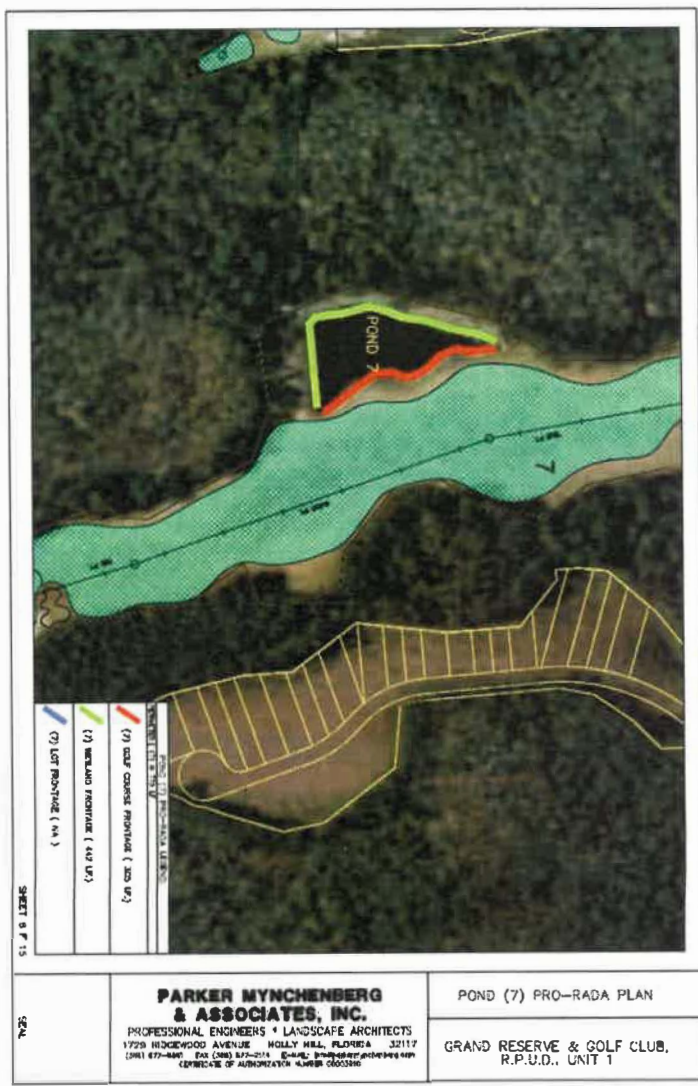
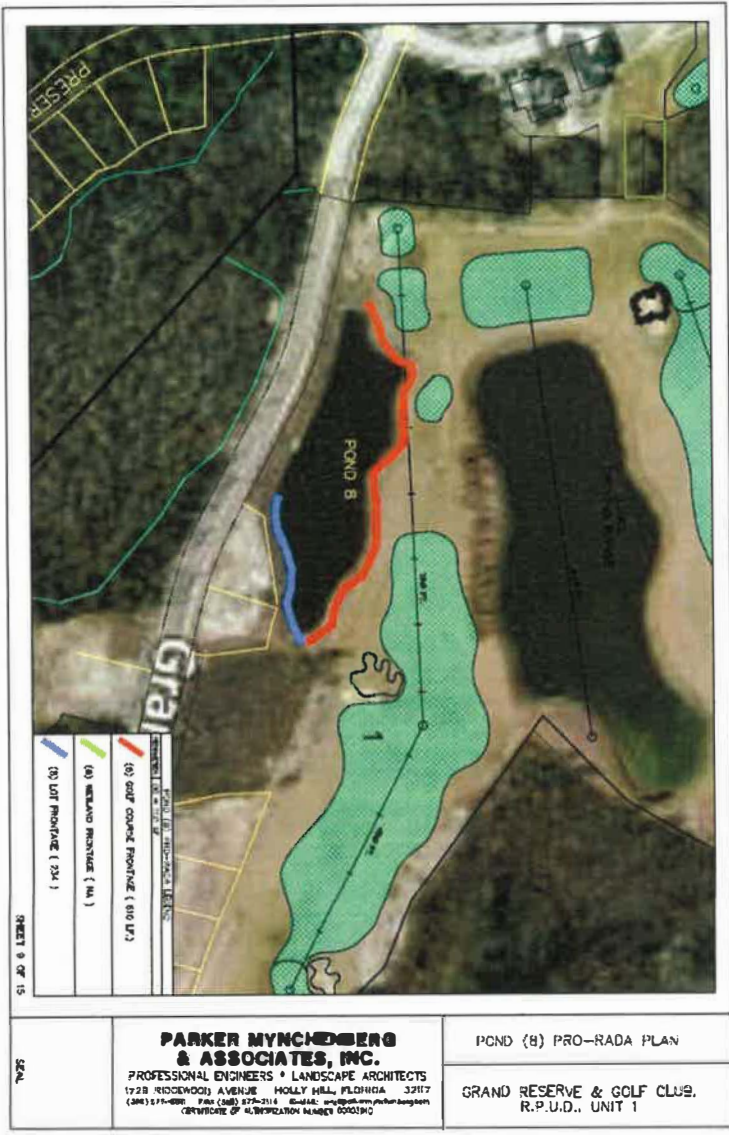
SEAL



POND (6) PRO-RADA PLAN  
GRAND RESERVE & GOLF CLUB,  
R.P.U.D., UNIT 1

**PARKER MYNCHENBERG  
& ASSOCIATES, INC.**  
PROFESSIONAL ENGINEERS & LANDSCAPE ARCHITECTS  
1725 ROOSEVELT AVENUE, SUITE 100, FORT WORTH, TEXAS 76102  
TEL: (817) 774-2111 FAX: (817) 774-2112  
WWW.PMAGROUP.COM

SEAL

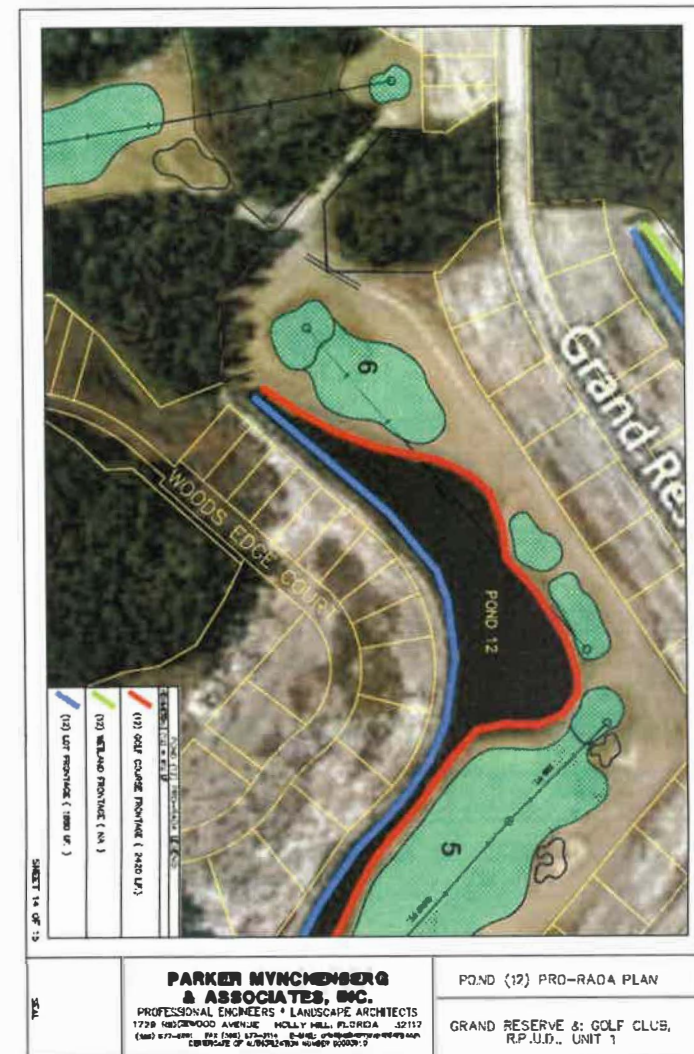


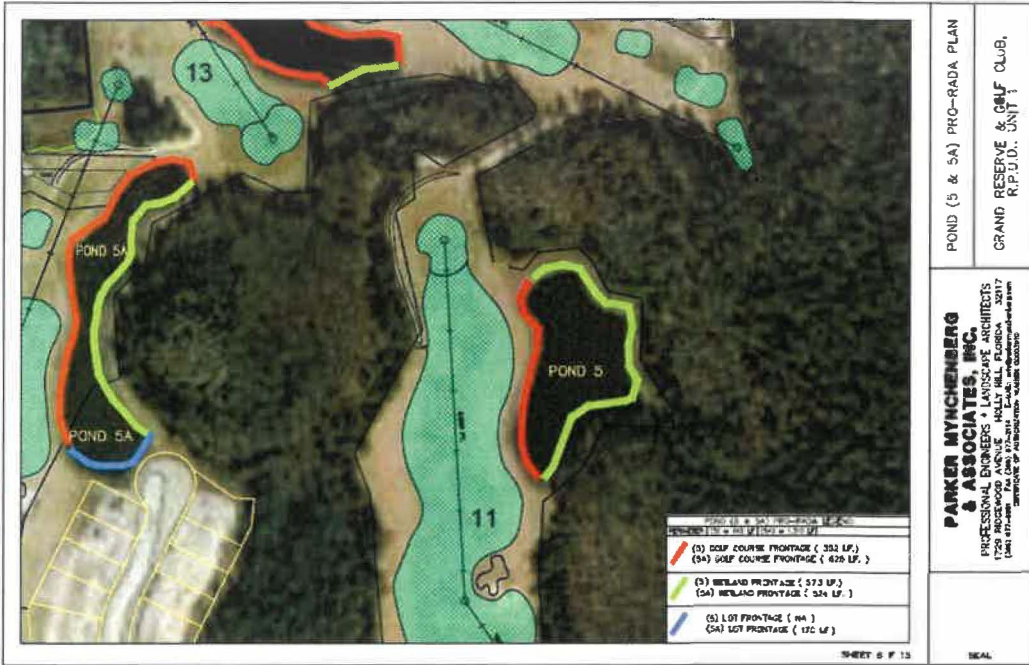












**EXHIBIT B**  
**CONTRACTOR'S PROPOSALS DATED SEPTEMBER 5, 2018**



Renewal

P.O. Box 1469  
Eagle Lake, FL 33839  
1-800-408-8882

**AQUATIC PLANT MANAGEMENT  
AGREEMENT**

Submitted to:

Date: September 5, 2018

Deer Run CDD  
Name: c/o GMS  
Address: 135 West Central Blvd., Suite 320  
City: Orlando, FL 32801  
Phone: 407-398-2890

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and Signee hereafter called "Customer".

The parties hereto agree as follows

- A. AAM agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this Agreement in the following sites:

Entrance Pond @ Deer Run CDD  
(Grand Reserve)  
Bunnell FL

- B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

- |                                    |          |
|------------------------------------|----------|
| 1. Submersed vegetation control    | Included |
| 2. Emerged vegetation control      | Included |
| 3. Floating vegetation control     | Included |
| 4. Filamentous algae control       | Included |
| 5. Shoreline grass & brush control | Included |

Service shall consist of a minimum of monthly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

- C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be 10/01/2018 thru 09/30/2019.  
Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$110.00	Due monthly as billed x 12
Total Annual Cost	\$1,320.00	

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month.

- D. AAM agrees to commence treatment within NA days, weather permitting, from the date of execution or receipt of the proper permits.
- E. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Wade V. Pharis, VP Date: 9/5/2018

AAM

Accepted

Date:

Customer

9/19/18





Renewal

P.O. Box 1469  
Eagle Lake, FL 33839  
1-800-408-8882

## AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to: Deer Run CDD

Date: September 5, 2018

Name: c/o GMS Central Florida  
Address: 135 W. Central Blvd. Suite 320  
City: Orlando, FL 32801  
Phone: 407-368-2890

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and GMS Central Florida hereafter called "Customer".

The parties hereto agree as follows

- A. AAM agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this Agreement in the following sites:

Ponds associated with Deer Run CDD  
Bunnell FL  
(See attached sheet)

- B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

- |                                    |          |
|------------------------------------|----------|
| 1. Submersed vegetation control    | Included |
| 2. Emerged vegetation control      | Included |
| 3. Floating vegetation control     | Included |
| 4. Filamentous algae control       | Included |
| 5. Shoreline grass & brush control | Included |

Service shall consist of monthly inspections and/or treatments as needed to maintain control of as needed to maintain control of noxious growth throughout the term of our service.

- C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be 10/01/2018 thru 09/30/2019.  
Agreement will automatically renew as per Term and Condition 14.

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$1,170.00	Due monthly as billed x 12
Total Annual Cost	\$14,040.00	

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month.

- D. AAM agrees to commence treatment within 7 days, weather permitting, from the date of execution or receipt of the proper permits.
- E. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Wade L. Pharis VP

Date: 9/5/2018

Accepted

Date:

AAM

Customer

9/14/18



## SECTION IX

**This Instrument Prepared by  
and return to:**

**This space reserved for use by the Clerk of  
the Circuit Court**

**Roy Van Wyk, Esq.  
Hopping, Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32309**

**AMENDED & RESTATED DISCLOSURE OF PUBLIC FINANCING AND  
MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT**

*THIS AMENDED & RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT AMENDS THE DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT RECORDED IN FLAGLER COUNTY OFFICIAL RECORDS BOOK 1678, PAGE 752.*

**Board of Supervisors<sup>1</sup>  
Deer Run Community Development District**

**Robert Porter**  
Chairperson

**James Teagle**  
Assistant Secretary

**Mark Dearing**  
Vice Chairman

**Jan Doan**  
Assistant Secretary

**Duane "Rocky" Owen**  
Assistant Secretary

District Manager  
Governmental Management Services- Central Florida, LLC.  
135 West Central Boulevard, Suite 320  
Orlando, Florida 32801  
(407) 841-5524

All District records are on file at the District Manager's office and certain records are on file at the District's local records office, 200 South Church Street, Bunnell, Florida 32110. All records are available for public inspection upon request during normal business hours.

---

<sup>1</sup> This list reflects the composition of the Board of Supervisors as of October 1, 2018. For a current list, please contact the District Manager.

## TABLE OF CONTENTS

<b>Introduction .....</b>	<b>3</b>
<b>What is the District and how is it governed?.....</b>	<b>4</b>
<b>What infrastructure improvements does the District provide and how are the improvements funded?.....</b>	<b>5</b>
<b>Surface Water Management System.....</b>	<b>5</b>
<b>Roadway Improvements.....</b>	<b>6</b>
<b>Water &amp; Sewer Facilities.....</b>	<b>6</b>
<b>Landscaping Improvements.....</b>	<b>6</b>
<b>Assessments, Fees, and Charges .....</b>	<b>6</b>
<b>Method of Collection.....</b>	<b>7</b>

## INTRODUCTION

On behalf of the Board of Supervisors (“Board”) of the Deer Run Community Development District (“District”), the following information is provided to give you a description of the District’s services and the assessments that have been levied within the District to pay for certain community infrastructure, and the manner in which the District is operated. The District is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, certain community recreation improvements, water management and drainage control facilities, roadway improvements, utility facilities, and the provision of landscaping improvements.

The District is here to serve the needs of the community and we encourage your participation in District activities.

## **AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the District and the assessments, fees and charges that have been levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

### **What is the District and how is it governed?**

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes, and was established by Ordinance No. 2007-17 of the City Commission of the City of Bunnell, Florida effective on May 15, 2007. The District currently encompasses approximately 690 acres of land located entirely within the jurisdictional boundaries of the City of Bunnell, Florida. The legal description of the lands that encompass the District is attached hereto as Exhibit "A". As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner then being entitled to one vote for each acre of land owned with fractions thereof rounded upward to the nearest whole number. Future landowner elections are held every two years in November. Each landowner shall then be entitled to cast one vote for each acre of land owned with fractions thereof rounded upward to the nearest whole number or one vote per platted lot. Commencing six years after the initial appointment of Supervisors and when the District attains a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A "qualified elector" in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Flagler County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State's open meetings law and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

### **What infrastructure improvements does the District provide**

### **and how are the improvements funded?**

The District is comprised of approximately 690 acres located in the City of Bunnell, Florida. The public infrastructure necessary to support the Deer Run development program includes, but is not limited to the following: surface water management system, roadway improvements, water and sewer facilities, and landscaping improvements (“Improvements”). Each of these infrastructure improvements is more fully detailed below.

To plan the infrastructure improvements necessary for the District, the District adopted the *Engineer’s Report* dated August 31, 2007, as revised, the *Supplemental Engineer’s Report* dated April 8, 2008, and the *Second Supplemental Engineer’s Report* dated August 24, 2017, as revised July 2018 (together, “Capital Improvement Plan”), which details all of the improvements contemplated for the completion of the infrastructure of the District. Copies of the Capital Improvement Plan are available for review in the District’s public records.

The Improvements are funded in part by the District’s sale of bonds. On July 9, 2007, the Circuit Court of the Seventh Judicial Circuit of the State of Florida, in and for Flagler County, Florida, entered a Final Judgment validating the District’s ability to issue an aggregate principal amount not to exceed \$40,000,000 in Special Assessment Bonds for the infrastructure needs of the District.

On May 1, 2008, the District issued its first series of bonds to finance the infrastructure improvements. The District issued Special Assessment Bonds, Series 2008, in the amount of \$8,165,000 (“Series 2008 Bonds”). Proceeds of the Series 2008 Bonds have been used to finance a portion of the cost of the acquisition, construction, installation and equipping of the “Series 2008 Project”, which is a portion of the Capital Improvement Plan.

On August 24, 2018, the District issued its second series of bonds to finance the infrastructure improvements. The District issued Special Assessment Revenue and Refunding Bonds, Series 2018, in the amount of \$11,175,000 (“Series 2018 Bonds”, and together with the Series 2008 Bonds, “Bonds”). Proceeds of the Series 2018 Bonds have been used to refund and defease a portion of the Series 2008 Bonds and finance a portion of the cost of the acquisition, construction, installation and equipping of the “Series 2018 Project”, which is a portion of the District’s Capital Improvement Plan.

### **Surface Water Management System**

The stormwater management facilities provides for the collection, transmission, attenuation and treatment of stormwater runoff from the roadways for all property within the District. These facilities include drainage catch basins, inlets, underground storm piping and the site fill required to provide a complete stormwater management. Additionally, the District’s stormwater drainage improvements will are required to serve the District in compliance with City of Bunnell and St. John’s River Water Management District permits. The District and golf course owns, operates and maintains the surface water management system.

### **Roadway Improvements**

The District will fund and construct the main boulevard through the entire District, which is a public road. This roadway will consist of a two-lane undivided roadway. The roadway will serve the various land uses within the Development. Construction of the roadway will consist of the asphaltic concrete surface, sidewalks, upgraded signing, and striping, landscaping, lighting and hardscape features. The roadways will be designed and constructed in accordance with the applicable City of Bunnell and Florida Department of Transportation (“FDOT”) standards as required. The FDOT and City of Bunnell will assume ownership and maintenance responsibilities of off-site and on-site transportation improvements respectively.

### **Water & Sewer Facilities**

The City of Bunnell will provide water and wastewater services for the District. The potable water facilities will include both on-site and off-site distribution mains along with necessary valving, fire hydrants and water services to individual lots, recreational facilities, and amenity areas, which will be constructed and funded by watermains.

The wastewater facilities will include gravity collection mains, collection system pumpstations, and on-site and off-site forcemains, which will be constructed and funded by the District. Upon completion, the water distribution and sanitary sewer collection systems improvements will be conveyed to, operated and maintained by the City of Bunnell.

### **Landscaping Improvements**

The District will provide landscaping and other improvements at entry features, within public common areas of the development, within the district. These improvements include sod, annual flowers, shrubs, ground cover and trees. The District owns and maintains these improvements.

Further information regarding any of the planned improvements can be obtained from the Capital Improvement Plan on file in the District’s public records.

### **Assessments, Fees, and Charges**

A portion of the master infrastructure improvements identified in the Capital Improvement Plan has been or will be financed by the District through the sale of its Bonds. The amortization schedules for the Bonds are available in the District’s public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District’s *Amended & Restated Master Assessment Methodology Report*, dated August 24, 2017, and *Final Second Supplemental Assessment Methodology Report*, dated August 23, 2018 (together, “Assessment Methodology”), are available for review in the District’s public records.

The Series 2008 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the Series 2008 Project (“Series 2008 Debt Assessments”). The Series 2008 Debt Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Series 2008 Debt Assessments are levied in accordance with the District’s Assessment

Methodology and represent an allocation of the costs of the Series 2008 Project to those lands within the District benefiting from the Series 2008 Project.

The Series 2018 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the Series 2018 Project ("Series 2018 Debt Assessments", and together with the Series 2008 Debt Assessments, "Debt Assessments"). The Series 2018 Debt Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Series 2018 Debt Assessments are levied in accordance with the District's Assessment Methodology and represent an allocation of the costs of the Series 2018 Project to those lands within the District benefiting from the Series 2018 Project.

The Debt Assessments described above exclude any operations and maintenance assessments ("O&M Assessments") which may be determined and calculated annually by the Board and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, Florida Statutes.

### **Method of Collection**

Except as discussed above, the Debt Assessments and/or O&M Assessments may appear on that portion of the annual real estate tax notice entitled "non-ad valorem assessments," and will be collected by the Flagler County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the District Manager at 135 W. Central Blvd, Suite 320, Orlando, Florida 32801 or call (407) 841-5524.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained



herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

DRAFT

**IN WITNESS WHEREOF**, this *Amended & Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Deer Run Community Development District* has been executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, to be recorded in the Official Records of Flagler County, Florida.

**DEER RUN COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, Chairperson of the Deer Run Community Development District, who [ ] is personally known to me or who [ ] has produced as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

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

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Exhibit A - Legal Description

## EXHIBIT A

### LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 11 AND SECTION 12, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BEING A PORTION OF BLOCK A OF SECTION 11, AND PART OF BLOCK B, SECTION 12, OF THE BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION OF SAID SECTIONS, ACCORDING TO PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

THE POINT OF BEGINNING BEING THE NORTHEAST CORNER OF SAID SECTION 11; ALSO BEING A CORNER OF PALM COAST ESTATES - SECTION 34, SEMINOLE WOODS, A SUBDIVISION AS RECORDED IN PLAT BOOK 11, PAGES 30 THRU 54 IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID SUBDIVISION BOUNDARY S 00°22'11" E 1384.13'; THENCE N 88°38'25" E 1558.95'; THENCE LEAVING SAID SUBDIVISION BOUNDARY RUN S 01°04'24" E 1100.41' TO THE NORTH RIGHT-OF-WAY LINE OF S.R. 100 (200' R/W). SAID POINT BEING 500.00' EAST OF THAT PROPERTY DESCRIBED IN O.R. 729, Pg. 812; THENCE S 88°52'09" W ALONG SAID RIGHT-OF-WAY LINE 500.00'; THENCE LEAVING S.R. 100 RUN N 00°29'38" W ALONG THE WEST LINE OF O.R. 729, Pg. 812 434.28' TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED IN O.R. 352, Pg. 18; THENCE ALONG SAID PROPERTY LINE THE FOLLOWING CALLS: S 88°46'41" W 1084.84'; THENCE N 00°29'08" W 41.50'; THENCE S 88°58'48" W 737.70'; THENCE N 00°46'27" W 619.88' TO NORTHEAST CORNER OF THAT PROPERTY DESCRIBED IN O.R. 48 Pg. 234, ALSO BEING THE SOUTHERLY LINE OF TRACTS 3 AND 4, BLOCK A, BUNNELL DEVELOPMENT COMPANY, AS MONUMENTED AND OCCUPIED THENCE S 88°55'43" W ALONG SAID PROPERTY 582.82'; THENCE N 01°04'21" W 689.92'; THENCE S 88°49'28" W 1317.02'; THENCE N 08°34'19" E 405.28' TO A CORNER OF AFORESAID PALM COAST ESTATES - SECTION 34, THENCE N 08°49'01" E ALONG THE SOUTH LINE OF ESTATES 2587.48' TO THE POINT OF BEGINNING.

### LEGAL DESCRIPTION

A PORTION OF LAND LYING IN SECTIONS 2, 3, & 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST FLAGLER COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SECTION 3 AS A POINT OF BEGINNING, BEAR S 88°41'43" W ALONG THE SOUTH LINE OF SECTION 3 A DISTANCE OF 2846.56' TO THE SOUTH 1/4 CORNER OF SECTION 3; THENCE CONTINUE ALONG THE SOUTH LINE OF SECTION 3 S 88°43'05" W A DISTANCE OF 682.81'; THENCE LEAVING THE SOUTH LINE OF SECTION 3 N 00°46'24" W A DISTANCE OF 660.30'; THENCE N 88°38'20" E A DISTANCE OF 156.16'; THENCE N 18°18'17" E A DISTANCE OF 381.20'; THENCE N 74°41'43" W A DISTANCE OF 582.00' TO THE EASTERLY RIGHT-OF-WAY OF US HIGHWAY #1 (150' PUBLIC R/W); THENCE ALONG SAID RIGHT-OF-WAY N 15°18'17" E A DISTANCE OF 688.93'; THENCE LEAVING THE RIGHT-OF-WAY S 75°24'35" E A DISTANCE OF 720.00'; THENCE N 02°16'46" W A DISTANCE OF 808.00' NON-TANGENTIALLY TO A POINT ON A CURVE; THENCE ALONG THE CURVE, CONCAVE NORTHEASTERLY, AN ARC LENGTH OF 1381.76', HAVING A DELTA OF 18°48'35", A RADIUS OF 4800.00'; A CHORD BEARING OF S 88°38'10" E, AND A CHORD DISTANCE OF 1383.53'; THENCE N 04°57'15" W A DISTANCE OF 550.00'; THENCE N 84°19'26" E A DISTANCE OF 440.00'; THENCE N 48°03'03" E A DISTANCE OF 488.78' TO A POINT OF CURVATURE; THENCE ALONG THE CURVE, CONCAVE NORTHWESTERLY, AN ARC LENGTH OF 83.06', HAVING A DELTA OF 58°28'50", A RADIUS OF 80.00', A CHORD BEARING OF N 10°18'47" E, AND A CHORD DISTANCE OF 79.37' TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE CURVE, CONCAVE NORTHEASTERLY, AN ARC LENGTH OF 163.32', HAVING A DELTA OF 38°58'26", A RADIUS OF 240.00', A CHORD BEARING OF N 00°03'58" E, AND A CHORD DISTANCE OF 160.19'; THENCE N 18°57'15" E A DISTANCE OF 448.59' TO A POINT OF CURVATURE; THENCE ALONG THE CURVE, CONCAVE SOUTHEASTERLY, AN ARC LENGTH OF 204.88', HAVING A DELTA OF 23°28'39", A RADIUS OF 500.00', A CHORD BEARING OF N 30°41'35" E, AND A CHORD DISTANCE OF 203.45' TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE CURVE, CONCAVE NORTHWESTERLY, AN ARC LENGTH OF 285.60', HAVING A DELTA OF 45°45'11", A RADIUS OF 350.00', A CHORD BEARING OF N 18°03'18" E, AND A CHORD DISTANCE OF 277.74' TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE CURVE, CONCAVE SOUTHEASTERLY, AN ARC LENGTH OF 217.83', HAVING A DELTA OF 54°00'14", A RADIUS OF 195.00', A CHORD BEARING OF N 27°48'54" E, AND A CHORD DISTANCE OF 206.88' TO A POINT ON THE SOUTH LINE OF THE LEHIGH PORTLAND CEMENT RAILROAD (100' R/W); THENCE N 88°15'09" E ALONG THE SAID RIGHT-OF-WAY A DISTANCE OF 2474.51' TO THE NORTHWESTERLY CORNER OF ESTATES - SECTION 34, PALM COAST, AS RECORDED IN MAP BOOK 11, PAGES 30-49, PUBLIC RECORDS OF FLAGLER COUNTY; THENCE LEAVING FORESAID RIGHT-OF-WAY BEAR S 00°43'38" E ALONG THE SAID WESTERLY BOUNDARY LINE A DISTANCE OF 4718.20' TO THE SOUTH 1/4 OF SECTION 2; THENCE LEAVING SAID BOUNDARY LINE S 06°34'18" W A DISTANCE OF 465.28'; THENCE S 01°07'59" E A DISTANCE OF 1889.39' TO A 4"x4" CONCRETE DEPARTMENT OF TRANSPORTATION MONUMENT; THENCE S 88°13'14" W A DISTANCE OF 606.88' TO AN ESTABLISHED CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE OLD FLAGLER COUNTY JAIL AND THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED IN BOOK 814, Pg. 1976 OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PROPERTY AND EXTENSION THEREOF S 88°13'50" W 300.00' TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 805, Pg. 527 OFFICIAL RECORDS OF SAID FLAGLER COUNTY; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID PROPERTY S 00°28'27" E 833.86' TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 11; THENCE S 88°24'18" W ALONG SAID LINE 60.00'; THENCE LEAVING SAID LINE, RUN N 00°29'09" W 634.46'; THENCE N 88°52'23" W 1289.43' TO THE NORTHEAST CORNER OF TRACT 21, BLOCK B, BUNNELL DEVELOPMENT COMPANY; THENCE ALONG THE NORTH LINE OF SAID TRACT 21 S 88°07'13" W 325.24'; THENCE N 00°47'59" W 1953.80' TO THE POINT OF BEGINNING.

### LESS AND EXCEPT:

FROM THE SOUTHEAST CORNER OF SAID SECTION 3 AS A POINT OF REFERENCE, BEAR N 88°50'10" E, 300.00'; THENCE S 45°45'48" E, 935.05' TO THE POINT OF BEGINNING; THENCE N 88°55'47" E, 324.21'; THENCE S 00°37'16" E, 653.79'; THENCE S 89°05'35" W, 323.70'; THENCE N 00°38'56" W, 652.84' TO THE POINT OF BEGINNING.

**PAID 122**

BEUCE CONTAINS 8,637,507.76 ALONG THE WEST LINE OF SAID OFFICE RECORDS BOOK 352, PAGE 19 A DISTANCE OF 722.00 FEET; THENCE DEPARTING SAID WEST LINE, RUN N 89° 55' 30" E, ALONG A LINE 122.20 FEET NORTH OF AND PARALLEL WITH SAID CENTERLINE OF SURVEY OF STATE ROAD 100, A DISTANCE OF 108.44 FEET; THENCE S 81° 05' 30" E, 2.00 FEET; THENCE N 89° 55' 30" E, ALONG A LINE 124.00 FEET NORTH OF AND PARALLEL WITH SAID CENTERLINE OF SURVEY OF STATE ROAD 100, A DISTANCE OF 107.75 FEET TO ITS INTERSECTION WITH THE CASUALTY LINE OF SAID LANDS DESCRIBED IN O.R. 352, PAGE 19, SAID LINE ALSO BEING THE THE WESTERN LINE OF LANDS DESCRIBED IN O.R. 352, PAGE 22, ALL WITHIN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE CONTINUE 8,637,507.76 ALONG A LINE 120.00 FEET NORTH OF AND PARALLEL WITH SAID CENTERLINE OF SURVEY OF STATE ROAD 100, A DISTANCE OF 130.09 FEET TO THE EAST LINE OF SAID LANDS DESCRIBED IN O.R. 352, PAGE 22; THENCE S 81° 05' 30" E ALONG SAID EAST LINE 20.00 FEET TO ITS INTERSECTION WITH THE APPROXIMATE NORTH-WEST CORNER OF SAID ROAD 100; THENCE S 81° 05' 30" E ALONG SAID NORTH-WEST CORNER OF SAID LINE 130.00 FEET TO ITS INTERSECTION WITH THE COMMON LINE BETWEEN SAID O.R. 352, PAGE 19 AND O.R. 352, PAGE 22; THENCE CONTINUE 8,637,507.76 ALONG SAID NORTH-WEST CORNER OF SAID LINE 1162.33 FEET TO THE POINT OF BEGINNING.

**BAUER REVENUE FROM AREA - ROAD 1**

TRUCK CONTINUE N 37°41'15" W A DISTANCE OF 65.55 FEET; TRUCK 23°07'49" E A DISTANCE OF 206.18 FEET; TRUCK 34°15'10" E A DISTANCE OF 104.48 FEET; TRUCK 23°37'49" E A DISTANCE OF 310.74 FEET; TRUCK 33°28'34" W A DISTANCE OF 74.22; TRUCK 24°06'15" W 417.46 FEET TO THE POINT OF BEGINNING.

**SUBJECT TO: FEDERAL STATE SEVER & UNEMPLOYED RISK (ASBESTOS)**

POINT 123°40'36" 49.11 FEET; THENCE 120°15'15" 124.77 FEET; THENCE 120°26'31" 20.45 FEET;  
 THENCE 127°43'10" 209.42 FEET; THENCE 123°11'55" 28.84 FEET; THENCE 126°00'13" 102.38 FEET;  
 THENCE 121°15'00" 40.76 FEET; THENCE 127°45'12" 77.21 FEET; THENCE 120°15'31" 209.18 FEET;  
 THENCE 120°25'15" 101.27 FEET; THENCE 127°45'10" 24.50 FEET TO A POINT 122.00 FEET NORTH OF  
 S&D CONTINUE OF SURVEY OF S&D STATE ROAD 100; THENCE 120°15'30" 122.00 FEET NORTH OF AND  
 PARALLEL WITH S&D CONTINUE OF SURVEY, A DISTANCE OF 72.76 FEET TO THE POINT OF BEGINNING.

# SECTION X

**Deer Run CDD****Grand Reserve Reuse Water Pump Station**

Transfer to the City of Bunnell

**System Improvement Description:**

All of the Reuse Water/Stormwater pumping Station and appurtenances including pumps, controls, control panels, together with intake pipes, structures, and control structures between Stormwater pond/lake within Grand Reserve development that serves said development, all located on a portion of the real property described in the legal description attached hereto as Attachment A.

# SECTION XI

# SECTION C



# SECTION 1

# Deer Run

## Community Development District

### Summary of Check Register

August 15, 2018 to November 26, 2018

Fund	Date	Check No.'s		Amount
General Fund	8/16/18	898	\$	3,141.00
	8/20/18	899-900	\$	2,563.88
	8/27/18	901	\$	347.10
	9/4/18	902-903	\$	7,913.81
	9/17/18	904	\$	2,548.13
	10/12/18	905-908	\$	3,273.84
	10/30/18	909	\$	24.80
	11/6/18	910	\$	42.09
	11/8/18	911-916	\$	20,062.27
	11/16/18	917-920	\$	3,426.35
			\$	43,343.27
Payroll	<u>August 2018</u>			
	Duane Owen	50068	\$	200.00
	James Teagle	50069	\$	184.70
	Mark Dearing	50070	\$	184.70
	Robert Porter	50071	\$	184.70
			\$	754.10
			\$	<b>44,097.37</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
8/16/18	00007	8/01/18	UT-PRJ.0 201808 320-53800-49000 POTABLE WATER METER INSTL	CITY OF BUNNELL	*	3,141.00	3,141.00 000898
8/20/18	00027	8/07/18	13496-61 201807 320-53800-43000 99 GRAND RESERVE DR #ENT		*	185.21	
		8/07/18	32999-54 201807 320-53800-43000 DECORATIVE LGTNG #OAKBRCH		*	562.88	
		8/07/18	49885-91 201807 320-53800-43000 410 GRAND RESERVE DR # B		*	810.87	
		8/07/18	68588-21 201807 320-53800-43000 100 GRAND RESERVE DR #ENT		*	102.92	
				FLORIDA POWER & LIGHT COMPANY			1,661.88 000899
8/20/18	00027	8/01/18	18001658 201808 320-53800-43000 STREET LIGHTING - AUG18	FLORIDA POWER & LIGHT COMPANY	*	902.00	902.00 000900
8/27/18	00003	8/08/18	I0229831 201808 310-51300-48000 NOT.FY19 BUDGET ADOPTION	DAYTONA NEWS-JOURNAL	*	347.10	347.10 000901
9/04/18	00007	8/29/18	01-0060- 201807 320-53800-43100 100 GRAND RSRV 7/13-7/31		*	256.40	
		8/29/18	01-0060- 201808 320-53800-43100 100 GRAND RSRV 8/1-8/12		*	256.41	
				CITY OF BUNNELL			512.81 000902
9/04/18	00033	8/24/18	7496 201808 300-15500-10000 FY19 PROPERTY INSURANCE		*	1,521.00	
		8/24/18	7496 201808 300-15500-10000 FY19 GEN.LIAB/PUBLIC OFFC		*	5,880.00	
				EGIS INSURANCE ADVISORS, LLC			7,401.00 000903
9/17/18	00027	9/01/18	18001682 201809 320-53800-43000 STREET LIGHTING-SEP18		*	902.00	
		9/06/18	13496-61 201808 320-53800-43000 99 GRAND RESERVE DR #ENT		*	175.62	
		9/06/18	32999-54 201808 320-53800-43000 DECORATIVE LGTNG #OAKBRCH		*	582.89	
		9/06/18	49885-91 201808 320-53800-43000 410 GRAND RESERVE DR # B		*	788.22	
		9/06/18	68588-21 201808 320-53800-43000 100 GRAND RESERVE DR #ENT		*	99.40	
				FLORIDA POWER & LIGHT COMPANY			2,548.13 000904
				DRUN DEER RUN	KCOSTA		

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
10/12/18	00007	9/27/18	01-0060- 201809 320-53800-43100 100 GRAND RSRV 9/1-9/11		*	142.35	
		9/27/18	01-0060- 201808 320-53800-43100 100 GRAND RSRV 8/12-8/31		*	258.82	
		10/22/18	01-0061- 201809 320-53800-43100 GRAND RSRV & US1 FOUNTAIN		*	19.68	
				CITY OF BUNNELL			420.85 000905
10/12/18	00003	9/27/18	10230446 201809 310-51300-48000 FY19 NOTICE OF MEETINGS		*	294.66	
				DAYTONA NEWS-JOURNAL			294.66 000906
10/12/18	00045	8/23/18	082318 201808 310-51300-42600 MEETING MILEAGE 8/23/18		*	115.56	
				DUANE OWEN			115.56 000907
10/12/18	00027	10/01/18	18001702 201810 320-53800-43000 STREET LIGHTING-OCT18		*	902.00	
		10/05/18	13496-61 201809 320-53800-43000 99 GRAND RESERVE DR #ENTR		*	174.05	
		10/05/18	32999-54 201809 320-53800-43000 DECORATIVE LGTNG #OAK BR		*	582.89	
		10/05/18	49885-91 201809 320-53800-43000 410 GRAND RESERVE DR #B		*	689.15	
		10/05/18	68588-21 201809 320-53800-43000 100 GRAND RESERVE DR #ENT		*	94.68	
				FLORIDA POWER & LIGHT COMPANY			2,442.77 000908
10/30/18	00002	10/16/18	6-339-22 201810 310-51300-42000 DELIVERY 10/8/18		*	24.80	
				FEDEX			24.80 000909
11/06/18	00007	9/11/18	01-0060- 201809 320-53800-43100 100 GRAND RSRV SEP18 FEE		*	40.12	
		9/11/18	01-0061- 201809 320-53800-43100 GRAND RSRV & US1 FOUNTAIN		*	1.97	
				CITY OF BUNNELL			42.09 000910
11/08/18	00051	8/31/18	171934 201808 320-53800-47000 ENTRANCE POND AUG18		*	110.00	
		8/31/18	171935 201808 320-53800-47000 17 PONDS-SVC AUG18		*	1,170.00	
				APPLIED AQUATIC MANAGEMENT, INC.			1,280.00 000911
11/08/18	00007	10/29/18	01-0060- 201809 320-53800-43100 100GRANDRSRV9/11-9/30/18		*	358.58	
				DRUN DEER RUN KCOSTA			

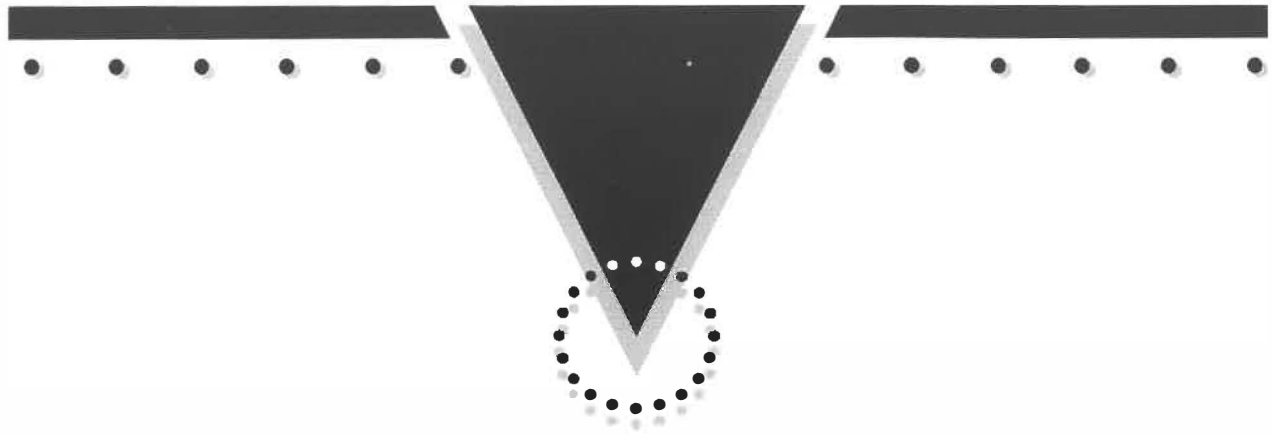
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		10/29/18	01-0060- 201810 320-53800-43100 100GRANDRSRV10/1-10/11/18		*	207.60	
		10/29/18	01-0061- 201809 320-53800-43100 GRAND RSRV & US1 FOUNTAIN		*	76.09	
		10/29/18	01-0061- 201810 320-53800-43100 GRAND RSRV & US1 FOUNTAIN		*	44.05	
				CITY OF BUNNELL			686.32 000912
11/08/18	00001	9/04/18	215 201809 310-51300-34000 MANAGEMENT FEES SEP18		*	2,500.00	
		9/04/18	215 201809 310-51300-35100 INFO. TECHNOLOGY SEP18		*	83.33	
		9/04/18	215 201809 310-51300-51000 OFFICE SUPPLIES		*	19.03	
		9/04/18	215 201809 310-51300-42000 POSTAGE		*	41.64	
		9/04/18	215 201809 310-51300-42500 COPIES		*	3.15	
		9/04/18	216 201809 320-53800-12000 FIELD MANAGEMENT SEP18		*	1,250.00	
				GOVERNMENTAL MANAGEMENT SERVICES			3,897.15 000913
11/08/18	00004	8/23/18	102172 201807 310-51300-31500 BDGT/AGENDA/ASMNT/NOTICES		*	341.50	
				HOPPING GREEN & SAMS			341.50 000914
11/08/18	00053	8/25/18	17045 201808 310-51300-31100 PUMP SKETCH/DESCRIPTION		*	1,280.00	
				ROBERT M. ANGAS ASSOCIATES, INC.			1,280.00 000915
11/08/18	00042	8/31/18	229326 201808 320-53800-46200 PUMP #2 ADDITIONAL RPRS		*	2,529.41	
		8/31/18	229327 201808 320-53800-46200 IRRIG. MAINLINE ASMT/RPRS		*	2,700.00	
		9/01/18	226670 201807 320-53800-46000 MTHLY LANDSCAPE MNT SEP18		*	7,347.89	
				YELLOWSTONE LANDSCAPE			12,577.30 000916
11/16/18	00051	9/30/18	172578 201809 320-53800-47000 ENTRANCE POND SEP18		*	110.00	
				APPLIED AQUATIC MANAGEMENT, INC.			110.00 000917
11/16/18	00003	11/01/18	10230768 201811 310-51300-48000 NOT OF MTG-11/1/18		*	584.40	
				DAYTONA NEWS-JOURNAL			584.40 000918
				DRUN DEER RUN			
				KCOSTA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/16/18	00041	10/01/18 72655	201810 310-51300-54000	SPECIAL DISTRICT FEE FY19	*	175.00	
DEPARTMENT OF ECONOMIC OPPORTUNITY							175.00 000919
11/16/18	00027	11/01/18 18001729	201811 320-53800-43000	STREEET LIGHTING NOV18	*	902.00	
		11/05/18 13496-61	201810 320-53800-43000	99 GRAND RSRV DR ENT	*	35.20	
		11/05/18 32999-54	201810 320-53800-43000	DECORATIVE LGTNG OAKBRNCH	*	583.98	
		11/05/18 49885-91	201810 320-53800-43000	410 GRAND RSRV DR B	*	927.14	
		11/05/18 68588-21	201810 320-53800-43000	100 GRAND RSRV DR ENT	*	108.63	
FLORIDA POWER & LIGHT COMPANY							2,556.95 000920
TOTAL FOR BANK A						43,343.27	
TOTAL FOR REGISTER						43,343.27	

DRUN DEER RUN

KCOSTA

## SECTION 2



# Deer Run

## Community Development District

Unaudited Financial Reporting  
October 31, 2018





# Table of Contents

<b>1</b>	<b>Balance Sheet</b>
<b>2</b>	<b>General Fund</b>
<b>3</b>	<b>Settlement Monitoring Fund</b>
<b>4</b>	<b>Debt Service Fund - Series 2008</b>
<b>5</b>	<b>Debt Service Fund - Series 2018</b>
<b>6</b>	<b>Capital Projects Fund - Series 2008</b>
<b>7</b>	<b>Capital Projects Fund - Series 2018</b>
<b>8</b>	<b>Month to Month</b>
<b>9</b>	<b>Long-Term Debt</b>
<b>10</b>	<b>Assessment Receipt Schedule</b>

**DEER RUN**  
**COMMUNITY DEVELOPMENT DISTRICT**  
 COMBINED BALANCE SHEET  
 For The Period Ending October 31, 2018

	<u>GOVERNMENTAL FUND</u>				<u>TOTALS</u> (memorandum only)
<i>ASSETS</i>	<u>GENERAL</u>	<u>SETTLEMENT MONITORING</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECTS</u>	<u>2018</u>
CASH	\$33,008	\$18,750	-----	-----	\$51,758
INVESTMENTS					
<u>SERIES 2008</u>					
RESERVE	-----	-----	\$55	-----	\$55
REVENUE	-----	-----	\$545	-----	\$545
CONSTRUCTION	-----	-----	-----	\$0	\$0
<u>SERIES 2018</u>					
RESERVE	-----	-----	\$403,967	-----	\$403,967
REVENUE	-----	-----	\$2,131	-----	\$2,131
INTEREST	-----	-----	\$113,146	-----	\$113,146
CONSTRUCTION	-----	-----	-----	\$3,189,140	\$3,189,140
COST OF ISSUANCE	-----	-----	-----	\$49,811	\$49,811
DUE FROM DEVELOPER	\$11,348	-----	-----	-----	\$11,348
DUE FROM CAPITAL	\$8,903	-----	-----	-----	\$8,903
<b>TOTAL ASSETS</b>	<b>\$53,258</b>	<b>\$18,750</b>	<b>\$519,845</b>	<b>\$3,238,950</b>	<b>\$3,830,804</b>
<i>LIABILITIES</i>					
ACCOUNTS PAYABLE	\$93,047	\$2,350	-----	-----	\$95,397
UNEARNED REVENUE	-----	\$21,450	-----	-----	\$21,450
DUE TO GENERAL FUND	-----	-----	-----	\$8,903	\$8,903
<i>FUND EQUITY</i>					
FUND BALANCES					
UNASSIGNED	(\$39,788)	(\$5,050)	-----	-----	(\$44,838)
RESERVED FOR DEBT SERVICE 2008	-----	-----	\$601	-----	\$601
RESERVED FOR DEBT SERVICE 2018	-----	-----	\$519,244	-----	\$519,244
RESERVED FOR CAPITAL PROJECTS 2008	-----	-----	-----	\$0	\$0
RESERVED FOR CAPITAL PROJECTS 2018	-----	-----	-----	\$3,230,048	\$3,230,048
<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b>\$53,258</b>	<b>\$18,750</b>	<b>\$519,845</b>	<b>\$3,238,950</b>	<b>\$3,830,804</b>

# Deer Run

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

#### Statement of Revenues & Expenditures For The Period Ending October 31, 2018

	BUDGET	PRORATED BUDGET Thru 10/31/18	ACTUAL Thru 10/31/18	VARIANCE
<b>REVENUES:</b>				
ASSESSMENTS	\$277,834	\$0	\$0	\$0
GOLF COURSE LAKE MAINTENANCE CONTRIBUTIONS	\$0	\$0	\$0	\$0
DEFICIT FUNDING	\$4,800	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$282,634</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>				
<b>ADMINISTRATIVE</b>				
SUPERVISOR FEES	\$4,000	\$0	\$0	\$0
FICA EXPENSE	\$306	\$0	\$0	\$0
ENGINEERING	\$3,550	\$296	\$0	\$296
DISSEMINATION	\$2,500	\$2,500	\$208	\$2,292
ATTORNEY	\$20,000	\$1,667	\$0	\$1,667
ANNUAL AUDIT	\$3,270	\$0	\$0	\$0
TRUSTEE FEES	\$3,500	\$0	\$0	\$0
ARBITRAGE	\$450	\$0	\$0	\$0
ASSESSMENT ROLL	\$2,500	\$2,500	\$2,500	\$0
MANAGEMENT FEES	\$30,000	\$2,500	\$2,500	\$0
INFORMATION TECHNOLOGY	\$1,000	\$83	\$83	\$0
TELEPHONE	\$100	\$8	\$0	\$8
POSTAGE	\$600	\$50	\$34	\$16
INSURANCE	\$8,200	\$8,200	\$5,880	\$2,320
PRINTING & BINDING	\$800	\$67	\$17	\$50
TRAVEL PER DIEM	\$600	\$50	\$0	\$50
LEGAL ADVERTISING	\$500	\$42	\$0	\$42
OTHER CURRENT CHARGES	\$800	\$67	\$40	\$27
OFFICE SUPPLIES	\$100	\$8	\$1	\$8
DUES, LICENSE, & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b>\$82,951</b>	<b>\$18,213</b>	<b>\$11,438</b>	<b>\$6,774</b>
<b>MAINTENANCE</b>				
FIELD MANAGEMENT	\$15,000	\$1,250	\$1,250	\$0
PROPERTY INSURANCE	\$0	\$0	\$1,521	(\$1,521)
ELECTRIC	\$31,384	\$2,615	\$2,557	\$58
WATER & SEWER	\$7,800	\$650	\$252	\$398
LANDSCAPE MAINTENANCE	\$100,000	\$8,333	\$7,348	\$985
LANDSCAPE CONTINGENCY	\$6,000	\$500	\$0	\$500
LAKE MAINTENANCE	\$17,000	\$1,417	\$1,280	\$137
WATER FEATURE MAINTENANCE	\$12,500	\$1,042	\$0	\$1,042
IRRIGATION REPAIRS	\$10,000	\$833	\$9,529	(\$8,696)
<b>TOTAL MAINTENANCE</b>	<b>\$199,683</b>	<b>\$16,640</b>	<b>\$23,737</b>	<b>(\$7,097)</b>
<b>TOTAL EXPENDITURES</b>	<b>\$282,634</b>	<b>\$34,853</b>	<b>\$35,175</b>	<b>(\$322)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>(\$35,175)</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>		<b>(\$4,613)</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>(\$39,788)</b>	

# DEER RUN COMMUNITY DEVELOPMENT DISTRICT

## SETTLEMENT MONITORING FUND

Statement of Revenues & Expenditures  
For The Period Ending October 31, 2018

	SETTLEMENT MONITORING BUDGET	PRORATED BUDGET Thru 10/31/18	ACTUAL Thru 10/31/18	VARIANCE
<b><u>REVENUES:</u></b>				
ENVIRONMENTAL MITIGATION CREDIT	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>EXPENDITURES:</u></b>				
PERMIT MONITORING	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$0</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$18,000</b>		<b>(\$5,050)</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$18,000</b>		<b>(\$5,050)</b>	

# DEER RUN COMMUNITY DEVELOPMENT DISTRICT

## DEBT SERVICE FUND

### SERIES 2008

Statement of Revenues & Expenditures  
For The Period Ending October 31, 2018

#### REVENUES:

	DEBT SERVICE BUDGET	PRORATED BUDGET Thru 10/31/18	ACTUAL Thru 10/31/18	VARIANCE
ASSESSMENTS - TAX COLLECTOR	\$0	\$0	\$0	\$0
INTEREST	\$0	\$0	\$1	\$1
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1</b>	<b>\$1</b>

#### EXPENDITURES:

INTEREST EXPENSE 11/01	\$0	\$0	\$0	\$0
PRINCIPAL EXPENSE 05/01	\$0	\$0	\$0	\$0
INTEREST EXPENSE 05/01	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$1</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>		<b>\$600</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>\$601</b>	

# DEER RUN COMMUNITY DEVELOPMENT DISTRICT

## DEBT SERVICE FUND

### SERIES 2018

Statement of Revenues & Expenditures  
For The Period Ending October 31, 2018

	DEBT SERVICE BUDGET	PRORATED BUDGET Thru 10/31/18	ACTUAL Thru 10/31/18	VARIANCE
<b><u>REVENUES:</u></b>				
DEBT ASSESSMENTS	\$806,580	\$0	\$0	\$0
INTEREST	\$0	\$0	\$691	\$691
<b>TOTAL REVENUES</b>	<b>\$806,580</b>	<b>\$0</b>	<b>\$691</b>	<b>\$691</b>
<b><u>EXPENDITURES:</u></b>				
INTEREST EXPENSE 11/01	\$112,956	\$0	\$0	\$0
PRINCIPAL EXPENSE 05/01	\$205,000	\$0	\$0	\$0
INTEREST EXPENSE 05/01	\$303,465	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$621,421</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$185,159</b>		<b>\$691</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$112,956</b>		<b>\$518,553</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$298,115</b>		<b>\$519,244</b>	

# DEER RUN COMMUNITY DEVELOPMENT DISTRICT

## CAPITAL PROJECTS FUND SERIES 2008

Statement of Revenues & Expenditures  
For The Period Ending October 31, 2018

	CONSTRUCTION FUND BUDGET	PRORATED BUDGET Thru 10/31/18	ACTUAL Thru 10/31/18	VARIANCE
<b>REVENUES:</b>				
INTEREST	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>				
CAPITAL OUTLAY	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$0</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>		<b>\$0</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>\$0</b>	

# DEER RUN COMMUNITY DEVELOPMENT DISTRICT

## CAPITAL PROJECTS FUND SERIES 2018 Statement of Revenues & Expenditures For The Period Ending October 31, 2018

	CONSTRUCTION FUND BUDGET	PRORATED BUDGET Thru 10/31/18	ACTUAL Thru 10/31/18	VARIANCE
<b><u>REVENUES:</u></b>				
BOND PROCEEDS	\$0	\$0	\$0	\$0
INTEREST	\$0	\$0	\$4,369	\$4,369
TRANSFER IN	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,369</b>	<b>\$4,369</b>
<b><u>EXPENDITURES:</u></b>				
CAPITAL OUTLAY - COST OF ISSUANCE	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$4,369</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>		<b>\$3,225,678</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>\$3,230,048</b>	



**Deer Run  
Community Development District**

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
<b>REVENUES:</b>													
ASSESSMENTS/TRUSTEE CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GOLF COURSE LAKE MAINTENANCE CONTRIBUTION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DEFICIT FUNDING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS INCOME	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>													
<b>ADMINISTRATIVE</b>													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$208	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$208
ATTORNEY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ROLL	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
MANAGEMENT FEES	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
COMPUTER TIME	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$83
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$34	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34
INSURANCE	\$5,880	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,880
PRINTING & BINDING	\$17	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17
TRAVEL PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER CURRENT CHARGES	\$40	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40
OFFICE SUPPLIES	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>TOTAL ADMINISTRATIVE</b>	<b>\$11,438</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,438</b>
<b>MAINTENANCE</b>													
FIELD MANAGEMENT	\$1,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250
PROPERTY INSURANCE	\$1,521	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,521
ELECTRIC	\$2,557	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,557
WATER & SEWER	\$252	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$252
LANDSCAPE MAINTENANCE	\$7,348	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,348
LANDSCAPE CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAKE MAINTENANCE	\$1,280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,280
WATER FEATURE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION REPAIRS	\$9,529	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,529
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL MAINTENANCE</b>	<b>\$23,737</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$23,737</b>
<b>TOTAL EXPENDITURES</b>	<b>\$35,175</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$35,175</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$35,175)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$35,175)</b>

**Deer Run**  
**Community Development District**  
**LONG TERM DEBT REPORT**

<b>SERIES 2018, SPECIAL ASSESSMENT REVENUE AND REFUNDING BONDS</b>		
INTEREST RATE:	5.40%, 5.50%	
MATURITY DATE:	5/1/2044	
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$403,290	
RESERVE FUND BALANCE	\$403,967	
BONDS OUTSTANDING - 08/02/18		\$11,175,000
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$11,175,000</b>

**TAX COLLECTOR**

							Gross Assessments	\$	244,414	\$	73,903	\$	170,511
							Net Assessments	\$	229,749	\$	69,469	\$	160,280
2008													
Date Received	Check#	Gross Assessments Received		Discounts/ Penalties		Commissions Paid	Interest Income	Net Amount Received		General Fund 30.24%	Debt Svc Fund 69.76%		Total 100%
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
								\$	-	\$	-	\$	-
Totals		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

## DIRECT ASSESSMENTS

DR HORTON INC - JACKSONVILLE	\$ 695,271.22	\$ 207,364.77	\$ 644,860.68
------------------------------	---------------	---------------	---------------

DATE RECEIVED	DATE DUE	Check Num	NET AMOUNT ASSESSED	NET AMOUNT RECEIVED	GENERAL FUND	SERIES 2018	Total
	12/1/18		\$ 426,112.73	\$ -	\$ -	\$ -	\$ -
	2/1/19		\$ 213,056.36	\$ -	\$ -	\$ -	\$ -
	5/1/19		\$ 213,056.36	\$ -	\$ -	\$ -	\$ -
			<b>\$ 852,225.45</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>TOTAL ASSESSMENTS</b>	\$	-	\$	-	\$	-
--------------------------	----	---	----	---	----	---

## SECTION 3

# Deer Run

Community Development District

FY18 FR #1  
September 12, 2018

Payee		General Fund FY2018
1	<b>Applied Aquatic Management Inc</b>	
	Inv #171934 Aug18 Lake Maintenace -Entrance Pond	\$ 110.00
	Inv #171935 Aug18 Lake Maintenace - 17 Ponds	\$ 1,170.00
2	<b>Governmental Management Services-CF, LLC</b>	
	Inv# 215 - Management Fees - September 2018	\$ 2,647.15
	Inv# 216 - Field Management - September 2019	\$ 1,250.00
3	<b>Hopping Green &amp; Sams</b>	
	Inv # 102172 General Counsel July 2018 7/31/18	\$ 341.50
4	<b>Robert M Angas Associates, Inc</b>	
	Inv #17045 Pump Station Parcel Sketch and Description Survey 8/25/18	\$ 1,280.00
5	<b>Yellowstone Landscape</b>	
	Inv # 226670 Monthly Landscape Maintenance Sept18	\$ 7,347.89
	Inv # 229325 Irrigation Pump #2 Restoration	\$ 16,972.00
	Inv # 229326 Pump #2 Additional Pump Repairs	\$ 2,529.41
	Inv # 229327 Irrigation Mainline Assessment & Repairs	\$ 2,700.00
		\$ 36,347.95
Total:		\$ 36,347.95

Please make check payable to:

Deer Run Community Development District  
1412 S. Narcoossee Road  
St.Cloud, FL 34771

Applied Aquatic Management, Inc.

P.O. Box 1469

Eagle Lake, FL 33839-1469

**Invoice**

Date	Invoice #
8/31/2018	171934

**Bill To**

Deer Run CDD  
 c/o GMS  
 1412 South Narcoossee Road  
 St. Cloud, FL 34771

**RECEIVED**  
 SEP 04 2018

BY: .....

		P.O. No.	Terms	Project
1,32,534.47		Revised	Net 30	Deer Run CDD
Description	Qty	Rate	Amount	
Aquatic Plant Management Services  Monthly Service August Entrance Pond @ Deer Run CDD (Grand Reserve) Bunnell, FL		110.00	110.00	
Invoice date indicates the month of service		<b>Total</b>		\$110.00

Phone #	Fax #
863-533-8882 or 8...	863-534-3322

W.V. Lake Maintenance

51

Applied Aquatic Management, Inc.

P.O. Box 1469

Eagle Lake, FL 33839-1469

**Invoice**

Date	Invoice #
8/31/2018	171935

Bill To
Deer Run CDD c/o GMS Central Florida 1412 South Narcoossee Road St. Cloud, FL 34771

**RECEIVED**  
SEP 04 2018

BY: .....

		P.O. No.	Terms	Project
1.32.538.47			Net 30	Deer Run CDD-Ponds
Description	Qty	Rate	Amount	
Aquatic Plant Management Service Monthly Service  <u>17 Ponds</u> <i>c/o SVC Aug 18</i> (17) Ponds Associated with Deer Run CDD Bunnell, FL		1,170.00	1,170.00	
Thank you for your business.			<b>Total</b>	\$1,170.00

Phone #	Fax #
863-533-8882 or 8...	863-534-3322

W.V. Lake Maintenance

**GMS-Central Florida, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice**

RECEIVED  
SEP 11 2018

Invoice #: 215  
Invoice Date: 9/4/18  
Due Date: 9/4/18  
Case:  
P.O. Number:

**Bill To:**

Deer Run CDD  
135 West Central Blvd.  
Suite 320  
Orlando, FL 32801

BY: .....

Description	Hours/Qty	Rate	Amount
Management Fees - September 2018 1.31.513.34		2,500.00	2,500.00
Information Technology - September 2018 .351		83.33	83.33
Office Supplies 51		19.03	19.03
Postage 42		41.64	41.64
Copies 125		3.15	3.15

**Total** **\$2,647.15**

**Payments/Credits** **\$0.00**

**Balance Due** **\$2,647.15**



# Invoice

RECEIVED  
SEP 2 11 2018

**Bill To:**  
Deer Run CDD  
135 West Central Blvd.  
Suite 320  
Orlando, FL 32801

**BY:** .....

<b>Description</b>	<b>Hours/Qty</b>	<b>Rate</b>	<b>Amount</b>
Field Management - September 2018		1,250.00	1,250.00
<b>Total</b>			\$1,250.00
<b>Payments/Credits</b>			\$0.00
<b>Balance Due</b>			\$1,250.00

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6566  
Tallahassee, FL 32314  
850.222.7500

B D G T / A G E N D A / A S S E S S M E N T / N O T I C E S

STATEMENT

1-31-513-315

August 23, 2018

Deer Run Community Development District  
c/o Governmental Management Services-CF, LLC  
1412 S. Narcoossee Rd.  
St. Cloud, FL 34771

Bill Number 102172  
Billed through 07/31/2018

RECEIVED  
AUG 27 2018

General Counsel  
DRNCDD 00001 RVW

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

**FOR PROFESSIONAL SERVICES RENDERED**

07/12/18	AHJ	Research <u>agendas</u> regarding dedication and acceptance of <u>improvements</u> .	0.40 hrs
07/25/18	KEM	Prepare <u>mailed</u> and published <u>notices</u> .	0.50 hrs
07/26/18	SSW	Prepare mailed and published <u>notices</u> regarding <u>budget</u> and assessment hearings.	0.40 hrs
07/31/18	SSW	Confer with district manager regarding outstanding business items and meeting agenda.	0.40 hrs

Total fees for this matter \$326.50

**DISBURSEMENTS**

Document Reproduction 15.00

Total disbursements for this matter \$15.00

**MATTER SUMMARY**

Jaskolski, Amy H. - Paralegal	0.40 hrs	145 /hr	\$58.00
Ibarra, Katherine E. - Paralegal	0.50 hrs	145 /hr	\$72.50
Warren, Sarah S.	0.80 hrs	245 /hr	\$196.00

TOTAL FEES	\$326.50
TOTAL DISBURSEMENTS	\$15.00

**TOTAL CHARGES FOR THIS MATTER \$341.50**

**BILLING SUMMARY**

Jaskolski, Amy H. - Paralegal	0.40 hrs	145 /hr	\$58.00
Ibarra, Katherine E. - Paralegal	0.50 hrs	145 /hr	\$72.50
Warren, Sarah S.	0.80 hrs	245 /hr	\$196.00

TOTAL FEES \$326.50

=====

TOTAL DISBURSEMENTS	\$15.00
---------------------	---------

TOTAL CHARGES FOR THIS BILL	<u>\$341.50</u>
-----------------------------	-----------------

**Please include the bill number on your check.**



SEP 10 2018

By

Rey Malave  
Deer Run CDD c/o GMS  
135 West Central Boulevard, Ste. 320  
Orlando, FL 32801

August 25, 2018  
Invoice No: 0017045

Project 18168.00 Deer Run CDD Pump Station Parcel Sketch and Description

Per contract dated June 15, 2018

Professional Surveying Services through August 25, 2018  
Lump Sum Task

Task	Contract Amount	Percent Complete	Earned To Date	Previous Billed	Current Billed
Deer Run CDD Pump Sketch and Description	1,280.00	100.00	1,280.00	0.00	1,280.00
Total Fee	1,280.00		1,280.00	0.00	1,280.00
Total Fee				1,280.00	

Total Amount Due this Invoice \$1,280.00

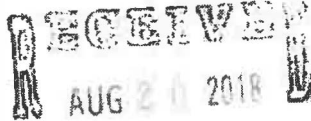
40


**YELLOWSTONE**  
 LANDSCAPE

**Landscape Professionals**  
 Post Office Box 849 || Bunnell, FL 32110  
 Tel 386.437.6211 || Fax 386.586.1285

# Invoice

**Invoice:** INV-0000226670  
**Invoice Date:** September 1, 2018

**Account:** 13697  
**PO Number:**
**Bill To:**  
 Deer Run Community Development District  
 1412 S. Narcoossee Rd  
 St. Cloud, FL 34771

**Remit To:**  
 Yellowstone Landscape  
 PO Box 101017  
 Atlanta, GA 30392-1017

**BY:** .....

**Project Number:** 10PC1084.101  
**Property Name:** Deer Run CDD  
**Terms:** NET 30

**Invoice Due Date:** October 1, 2018  
**Invoice Amount:** \$7,347.89  
**Month of Service:** September 2018

Description	Current Amount
Monthly Landscape Maintenance Sep 18 " " ANT	7,347.89

**Invoice Total** 7,347.89

W.V.

 Landscape Maintenance  
 1-32-538.46000



**Landscape Professionals**  
Post Office Box 849 || Bunnell, FL 32110  
Tel 386.437.6211 || Fax 386.586.1285

**Invoice**

**Invoice:** INV-0000229325  
**Invoice Date:** August 31, 2018

**Account:** 13697  
**PO Number:**

**Bill To:**  
Deer Run Community Development District  
1412 S. Narcoossee Rd

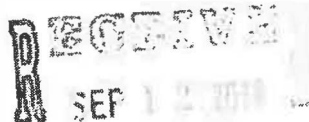
**Remit To:**  
Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

St. Cloud, FL 34771

**Terms:** NET 30  
**Project Number:** 10PC1084.201.00036  
**Project Name:** Irr Pump #2 Restoration

**Invoice Due Date:** September 30, 2018  
**Invoice Amount:** \$16,972.00

Description	Quantity	Price	Total
Irrigation Pump # 2 Restoration	1.00	16,972.00	\$16,972.00



**Invoices Total** \$16,972.00

**BY:** .....



386.437.6211 tel  
386.437.6143 fax

3235 North State Street  
PO Box 849  
Bunnell, FL 32110

www.yellowstonelandscapes.com

# PROPOSAL

109C1084.201.00036

Date: May 14, 2018

Proposal Submitted To:

Alan Steiner  
Governmental Management Services  
135 W. Central Blvd., Suite 310  
Orlando, FL 32801

Project: Grand Reserve  
Irrigation Pump # 2 Restoration

We hereby submit a proposal for The removal of older and broken pumps in order to restore and the installation of new.

Scope of Work	Qty	Unit	Unit Price	Total
Unpack Motor and Pump Head				
Cross				
Remove Motor & Turbine Pump				
Transport Unit to Shop for Service				
Refresh Pump Head				
Refresh Motor				
Transport Back To Site				
Cross				
Reassemble Turbine & Motor				
Run & Test for Proper Operation				
Pump # 2 Restoration	1	unit	\$16,972.00	\$16,972.00
Proposal Total				\$16,972.00

Note: Price includes all associated costs of procurement and installation of materials.

Payment due 30 days after receipt of pay application.

COMPLETED 8/23/18 SB

All material is guaranteed to be as specified. It will be completed in a workman-like manner according to standard practices. Any discrepancy between the above specifications and the actual work will be corrected without written orders, and will be done at our charge and at the customer's expense. Any verbal authorization given by the customer will be treated the same as a written order even if authorized in the future. Yellowstone Landscapes, LLC workers are fully covered by workers' compensation insurance. The attached Terms and Conditions of Sale are part of this proposal.

Authorized Signature

SB  
Scott Davies, Senior Account Manager

Paul Macdonald, Branch Manager

## ACCEPTANCE OF PROPOSAL

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

Date of Acceptance:

7/20/18

Signature:

[Signature]



**YELLOWSTONE**  
LANDSCAPE

**Landscape Professionals**  
Post Office Box 849 || Bunnell, FL 32110  
Tel 386.437.6211 || Fax 386.586.1285

**Invoice**

**Invoice:** INV-0000229326  
**Invoice Date:** August 31, 2018

**Account:** 13697  
**PO Number:**

**Bill To:**  
Deer Run Community Development District  
1412 S. Narcoossee Rd

**Remit To:**  
Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

St. Cloud, FL 34771

**Terms:** NET 30  
**Project Number:** 10PC1084.201.00039  
**Project Name:** Pump #2 Addl Pump Repairs

**Invoice Due Date:** September 30, 2018  
**Invoice Amount:** \$2,529.41

Item	Quantity	Price	Amount
Pump # 2 Additional Pump Repairs	1.00	2,529.41	\$2,529.41

**RECEIVED**  
SEP 13 2018

**Invoice Total** **\$2,529.41**

**BY:** .....





386.437.6211 tel  
386.437.5143 fax

3235 North State Street  
PO Box 849  
Bunnell, FL 32110

www.yellowstonelandscape.com

## PROPOSAL

Date: August 15, 2018

Proposal Submitted To:

Alan Shorer / William Vinolyers  
Governmental Management Services  
135 W. Central Blvd., Suite 320  
Orlando, FL 32801

Project: Grand Reserve  
Pump #2 Additional Pump Repairs

10 PC 1084. vol. 00039

We hereby submit a proposal for: The additional replacement parts, repairs, and machine work for pump #2 due to the lack of preventive maintenance since the initial installation.

Scope of Work	Qty	Unit	Unit Price	Total
* New Column Pipe				
* New Horizontal Strainer				
* New 6" Check Valve				
* Bushings				
* Components Replacing				
* Machine Work				\$2,529.41

Proposal Total \$2,529.41

**Note:** Price includes all associated costs of procurement and installation of materials.

Payment due 10 days after receipt of any application.

COMPLETED 8/23/18 SB

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written. Yellowstone Landscape, LLC workers are fully covered by workman's compensation insurance. The attached Terms and Conditions of Sale are part of this proposal.

Authorized Signatures

SB

Scott Barnes, Senior Account Manager

Paul K. Montano, Branch Manager

## ACCEPTANCE OF PROPOSAL

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

Date of Acceptance:

Signature:

**Barnes, Scott**

---

**From:** Alan Scheerer <ascheerer@gmscfl.com>  
**Sent:** Monday, August 20, 2018 1:05 PM  
**To:** Barnes, Scott  
**Cc:** wviasalyers@gmscfl.com; LaMontaine, Paul  
**Subject:** Re: Grand Reserve Pumps

**Approved**

Alan Scheerer  
Field Manager GMS  
Call: 407-398-2890  
[Ascheerer@gmscfl.com](mailto:Ascheerer@gmscfl.com)

On Aug 20, 2018, at 12:41 PM, Barnes, Scott <[sbarnes@yellowstonelandscape.com](mailto:sbarnes@yellowstonelandscape.com)> wrote:

Hi Alan,

Hope you had a good weekend! Attached are some proposals which reflect some additional parts, labor, and machine work that was required for # 2 pump at Grand Reserve. Once the pump was extracted there were some obvious deterioration of the Column Pipe and Basket Strainer. Once Tim got it to the shop he discovered that there were other worn items that required additional machine work and replacement. He is anticipating #1 to be in the same condition.

Tim is planning to be onsite this Wednesday to re-install #2 and do all of the control, external valves and tubing service. He will also be pulling #1 to take that back for the shop to start the refurbishing process. With the amount of time that these went without any PM, it's hard to predict some of the internal wear and tear that this type of pump station could have. Hopefully once this is completed we should be looking good for the first or second week of September for the entire system to be turned over to the City. Please review and contact me with any questions.

Thanks,

Scott Barnes | Senior Account Manager  
Beef Management Practices Certified  
Certified Pest Control Operator – Lawn & Ornamental  
Yellowstone Landscape  
3235 North State Street, P.O. Box 849, Bunnell, FL 32110  
Ph: 386.437.6211 ext. 138 | Cell: 904.669.6019 | [www.yellowstonelandscape.com](http://www.yellowstonelandscape.com)

<Pumps 1 & 2 Additional Repairs 8.17.18.pdf>

<Pump #2 Intake Shaft 1.jpg>

<Bottom Impeller Showing Wear.jpg>

<Column Pipe Deterioration.jpg>

<Column Pipe Showing Pitting.jpg>

<Column Pipe.jpg>



**Landscape Professionals**  
Post Office Box 849 || Bunnell, FL 32110  
Tel 386.437.6211 || Fax 386.586.1285

**Invoice**

**Invoice:** INV-0000229327  
**Invoice Date:** August 31, 2018

**Account:** 13697  
**PO Number:**

**Bill To:**

Deer Run Community Development District  
1412 S. Narcoossee Rd

St. Cloud, FL 34771

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Terms:** NET 30  
**Project Number:** 10PC1084 201.00026  
**Project Name:** Mainline Assessment  
Deer Run CDD - Casuals

**Invoice Due Date:** September 30, 2018  
**Invoice Amount:** \$2,700.00

Item Description	Quantity	Price	Total Price
Irrigation Mainline Assessment & Repairs	1.00	2,700.00	\$2,700.00

**RECEIVED**  
SEP 12 2018

**Invoice Total** \$2,700.00

**BY:** .....



386.437.6211 tel  
386.437.5143 fax

3235 North State Street  
PO Box 849  
Bunnell, FL 32110

www.yellowstonelandscape.com

## PROPOSAL

Date: February 23, 2018

10FC1084-201-0002 b

Proposal Submitted To: Alan Sheerer  
Governmental Management Services  
135 W. Central Blvd., Suite 320  
Orlando, FL 32801

Project: Grand Reserve  
Irrigation Mainline Assessment & Repairs

We hereby submit a proposal for: The assessment and repairs to mainline that has damaged due construction along the fronts of newly built homes along Grand reserve Drive and Golfview Court. Remove and cap all existing control valves that are no longer needed where new homes have been built.

<u>Scope of Work:</u>	<u>Qty</u>	<u>Specs</u>	<u>Unit Price</u>	<u>Total</u>
Labor for Assessment & Repairs	50	hours	\$41.00	\$2,050.00
Pipe & Fittings	1	l.s.	\$650.00	\$650.00

Proposal Total \$2,700.00

*Note: Price includes all associated costs of procurement and installation of materials.*

COMPLETED 5/4/18



Payment due 30 days after receipt of pay application.

*All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alterations or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written. Yellowstone Landscape, LLC work is fully covered by workman's compensation insurance. The attached Terms and Conditions of Sale are part of this proposal.*

Authorized Signatures

\_\_\_\_\_  
Scott Barnes, Senior Account Manager

\_\_\_\_\_  
Paul LaMontaine, Branch Manager

## ACCEPTANCE OF PROPOSAL

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

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

GRAND RESERVE

T&M MAINLINE REPAIRS

10661084 vol. 00026

**Barnes, Scott**

**From:** Alan Scheerer <ascheerer@gmscf.com>  
**Sent:** Friday, February 23, 2018 5:20 AM  
**To:** Barnes, Scott  
**Subject:** Re: Water on sidewalk and in street Grand Reserve

Proceed

Alan Scheerer  
Field Manager GMS  
Cell: 407-398-2890  
[Ascheerer@gmscf.com](mailto:Ascheerer@gmscf.com)

On Feb 22, 2018, at 3:36 PM, Barnes, Scott <[sbarnes@yellowstonelandscape.com](mailto:sbarnes@yellowstonelandscape.com)> wrote:

Alan,

I am planning to have a crew onsite tomorrow morning and will see what needs to be done. This will have to be treated as a T&M type project due to the uncertain scope of work and not being able to estimate it correctly. Please send email approval to proceed and we take it from there. Contact me with any other questions.

Thanks,

Scott Barnes | Senior Account Manager  
Best Management Practices Certified  
Certified Pest Control Operator - Lawn & Ornamental  
Yellowstone Landscape  
3235 North State Street, PO Box 849, Bunnell, FL 32110  
Ph: 386.437.6211 ext. 138 | Cell: 804.669.6019 | [www.yellowstonelandscape.com](http://www.yellowstonelandscape.com)

2,000

**From:** Alan Scheerer [<mailto:ascheerer@gmscf.com>]  
**Sent:** Thursday, February 22, 2018 3:19 PM  
**To:** Barnes, Scott <[sbarnes@yellowstonelandscape.com](mailto:sbarnes@yellowstonelandscape.com)>  
**Subject:** Re: Water on sidewalk and in street Grand Reserve

Thank you

Alan Scheerer  
Field Manager GMS  
Cell: 407-398-2890  
[Ascheerer@gmscf.com](mailto:Ascheerer@gmscf.com)

On Feb 22, 2018, at 2:48 PM, Barnes, Scott <[sbarnes@yellowstonelandscape.com](mailto:sbarnes@yellowstonelandscape.com)> wrote:

Sure thing. I will get a crew out tomorrow morning to see what is going on. I am sure it is similar to the problem that I emailed the Superintendent, Kevin about yesterday.

Thanks,

mainline associated  
f1

## SECTION 4

*This item will be provided under  
separate cover*