

***Deer Run Community  
Development District***

***Agenda***

***January 22, 2020***

# AGENDA

# *Deer Run*

## *Community Development District*

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219 East Livingston Street, Orlando, Florida 32801

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

January 15, 2020

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

Dear Board Members:

The Board of Supervisors of Deer Run Community Development District will meet **Wednesday, January 22, 2020 at 3:00 PM at the Island Club, 501 Grand Reserve Drive, Bunnell, Florida 32110. PLEASE NOTE TIME OF THE MEETING.** Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Approval of Minutes of the August 28, 2019 Meeting and Acceptance of Minutes of the August 28, 2019 Audit Committee Meeting
- IV. Consideration Items
  - A. Resolution 2020-01 Budget Amendment
  - B. Resolution 2020-02 Setting a Public Hearing to Amend Rules of Procedure
  - C. Proposal with Yellowstone Landscape to Provide Ditch/Lake Bank Mowing
  - D. Proposal with Yellowstone Landscape to Provide Vegetation Clearing
  - E. Work Authorization with Riverside Management Services for General Facility Maintenance
- V. Ratification Items
  - A. Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for Fiscal Year 2019
  - B. Proposal with Dream Lights of Florida, LLC to Provide Amenity Center Holiday Decorations
  - C. Agreement with Applied Aquatic Management, Inc. Aquatic Plant Management (3)
  - D. Data Sharing and Usage Agreement with Flagler County Property Appraiser
  - E. Proposal with Yellowstone Landscape to Provide Initial Lake Bank Mowing
  - F. Proposal with AMTEC to Provide Arbitrage Rebate Calculation Services
  - G. Proposal with Florida Pest Control for Pest Control Services
  - H. Proposal with Alpha Dog Security to Provide Lock System
  - I. Conveyance of Common Property - Warranty Deed
  - J. Requisitions #7 - #10
- VI. Discussion Items
  - A. Proposal with Applied Aquatic for Pond Maintenance 104-112 Grand Reserve Drive
  - B. Interior and Exterior Janitorial Services
    - i. Interior and Exterior Janitorial Scope of Work
    - ii. Proposal with Total Spraying
    - iii. Proposal with Vanguard Cleaning Systems
- VII. 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 FY19 Funding Request #2
  4. Amenity Manager's Report
  5. Field Manager's Report
- VIII. Audience Comments
  - IX. Supervisors Requests
  - X. Adjournment

The second order of business is the Audience Comments 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 approval of the minutes from the August 28, 2019 Board of Supervisors meeting and acceptance of the minutes from the August 28, 2019 Audit Committee meeting. The minutes are enclosed for your review.

The fourth order of business is consideration items. Section A is resolution 2020-01 budget amendment. A copy of the resolution is enclosed for your review. Section B is resolution 2020-02 setting a public hearing to amend the rules of the District. A copy of the resolution is enclosed for your review. Section C is a proposal with Yellowstone Landscape to provide ditch/lake bank mowing. A copy of the proposal is enclosed for your review. Section D is a proposal with Yellowstone Landscape to provide vegetation clearing. A copy of the proposal is enclosed for your review.

The fifth order of business is ratification items. Section A is agreement with Berger, Toombs, Elam, Gaines & Frank to provide auditing services for Fiscal Year 2019. A copy of the agreement is enclosed for your review. Section B is proposal with Dream Lights of Florida, LLC to provide amenity center holiday decorations. A copy of the proposal is enclosed for your review. Section C are three agreements with Applied Aquatic Management, Inc. for aquatic plant management. Copies of the agreements are enclosed for your review. Section D is data sharing and usage agreement with Flagler County Property Appraiser. A copy of the agreement is enclosed for your review. Section E is a proposal with Yellowstone Landscape to provide initial lake bank mowing. A copy of the proposal is enclosed for your review. Section F is a proposal with AMTEC to provide arbitrage rebate calculation services. A copy of the proposal is enclosed for your review. Section G is a proposal with Florida Pest Control for pest control services. A copy of the proposal is enclosed for your review. Section H is a proposal with Alpha Dog Security to provide lock system. A copy of the proposal is enclosed for your review. Section I is conveyance of common property - warranty deed. A copy of the warranty deed is enclosed for your review. Section J is requisitions #7 - #10. Copies of the requisitions with invoices are enclosed for your review.

The sixth order of business is discussion items. Section A is pond maintenance 104-112 Grand Reserve Drive with Applied Aquatic. Section B is interior and exterior janitorial services. Sub section 1 is the scope of interior and exterior janitorial services. Sub section 2 is a proposal from Total Spraying. A copy of the proposal is enclosed for your review. Sub section 3 is a proposal from Vanguard Cleaning Systems. A copy of the proposal is enclosed for your review.

Section C of the seventh order of business is the District Managers report. Section 1 includes the check register being submitted for approval and Section 2 includes the balance sheet and income statement for your review. Section 3 is ratification of FY19 Funding Request #2. Section 4 is the Amenity Manager's Report. A copy of the report is enclosed for your review. Section 5 is the Field Manager's Report that will update you on the status of any field or maintenance issues around the community.

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



Sincerely,

Ernesto Torres  
District Manager

CC: Roy Van Wyk, District Counsel  
Rey Malave, District Engineer  
Darrin Mossing, GMS

# MINUTES

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 Wednesday, August 28, 2019 at 6:05 p.m. at the Holiday Inn Express & Suites Palm Coast, 200 Flagler Plaza Drive, Palm Coast, Florida.

Present and constituting a quorum were:

Mark Dearing  
James Teagle  
Jan Doan

Vice Chairman  
Assistant Secretary  
Assistant Secretary

Also present were:

Ernesto Torres  
Sarah Warren  
Rey Malave  
William Viasalyers  
Brian Stephens  
Jerry Lambert  
Robin Tyler  
Heather Elliot  
Dan Fagen  
Several Residents

District Manager  
District Counsel  
District Engineer  
Field Manager  
Riverside Management  
Operational Manager  
Facilities Manager  
Vesta  
Vesta

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Torres called the meeting to order.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Lambert stated I want to address the amenity rules and policies. No alcohol is allowed for instance private events we need a licensed bartender to be able to have alcohol. I think in our own community we should be able to bring our own beer and wine. Is that a possibility?

Ms. Warren stated typically that is something that our insurance carrier requires for liability coverage. It is because they are public recreational facilities maintained by a public entity so the coverage they require can be different than they require for private entities.

Ms. Golden stated the fee to rent the facilities was proposed at \$250.

Mr. Torres stated it is a range from 0 to \$250. If you have a range in mind you would like to propose you can do that.

Ms. Golden stated \$100 seems reasonable as we are already paying for it but \$250 seems very high based on developments I have lived in before for use of facilities like that. Regarding the irrigation system, mine is not working and I have been told it is because of low pressure from the system. Is that going to be addressed tonight?

Mr. Viasalyers stated I will get with our landscaper. The low water pressure will be addressed.

Mr. Teagle stated it is a City of Bunnell issue and the lines coming to the community are old so Horton has talked to the people at the city and the city recognizes the problem but they don't have the money to fix it so Horton is going to be undertaking the fix to run new water lines through the community. It will be addressed at Horton's expense.

Mr. Malave stated we use recycled water that the city supplies our system.

A resident stated I have a concern about the amenity center being open without supervision. I don't think it is anybody in this room's responsibility to police it and enforce rules and confront someone when something occurs and I think you should reconsider having a fulltime staff whenever that amenity center is open. To not do so opens us to liability as homeowners and residents.

A resident asked how much extra would that run?

Mr. Torres stated that is on the agenda to approve a fulltime amenity position along with part time staffing. Their hours can vary and we can discuss that at that point and hopefully you will be pleased with what you hear. We have budgeted to award a company with a fulltime service.

Ms. Lambert stated going back to the rental, would a community club be subject to that rental?

Mr. Torres stated the meeting room is appropriate for something like that and we talked about having no charge for that use as long as it is a resident and doesn't conflict with any other schedule.

Mr. Day asked why are we paying for the use of that center when we are already paying for the use of that center?

Mr. Torres stated usually there is cleaning and staffing that has to stay to accommodate and that is not part of their scope of work.

Ms. Warren stated the rental fee collected is used to offset the ongoing operation and maintenance of the facilities over the course of their lifetime.

A resident asked are we as tenants liable for any injuries that happen at the amenity center? I read where the Board is not liable, but it did not say if the tenants were liable for injuries sustained. If my neighbor is injured at the amenity am I liable for that?

Ms. Warren stated generally speaking if your neighbor is injured and it is completely unrelated to you being at the facility or using it, then no. I can't tell you that the District or POA isn't going to be sued I have no control over who is included in a claim. The District has liability insurance, we have sovereign immunity as a governmental entity so there is protection in place.

A resident stated in your rules and policies for the amenity center it states the Board will not be held liable. There is nothing in there that states the tenants will not be held liable.

Ms. Warren stated the District is the entity that is responsible for operating the facilities that is the reason that is in there.

### **THIRD ORDER OF BUSINESS**

#### **Approval of the Minutes of the May 23, 2019 Meeting**

On MOTION by Mr. Doan seconded by Mr. Teagle with all in favor the minutes of the May 23, 2019 meeting were approved, as presented.
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### **FOURTH ORDER OF BUSINESS**

#### **Review and Acceptance of Fiscal Year 2018 Audit Report**

Mr. Torres stated the audit is a 35-page report from Berger, Toombs, Elam, Gaines & Frank, the District's auditor, providing the results of the independent audit for year ending September 30, 2018. The report provides an overview of the financial statements and on page 33

reminds us of the state of the District in 2017, stating the District is working directly with the trustee and bondholders to resolve all financial issues. However, our current status states, this finding has been corrected as of September 30, 2018. It is the auditor's opinion that Deer Run CDD complied in all material respects with the foregoing requirements during the year ended September 30, 2018. It is a clean audit.

On MOTION by Mr. Teagle seconded by Mr. Doan with all in favor the Fiscal Year 2018 Audit report was accepted.

#### **FIFTH ORDER OF BUSINESS**

#### **Acceptance of Audit Committee Recommendation and Selection of #1 Ranked Firm to Provide Auditing Services for Fiscal Year 2019**

Mr. Torres stated next is acceptance and of the Audit Committee's recommendation and selection of the no. 1 ranked firm.

On MOTION by Mr. Teagle seconded by Mr. Doan with all in favor the recommendation of the Audit Selection Committee of Berger, Toombs, Elam, Gaines & Frank as the no. 1 ranked firm was accepted.

#### **SIXTH ORDER OF BUSINESS**

#### **Public Hearing**

Mr. Torres stated this is a public hearing on the budget for Fiscal Year 2020. There is an increase from last year, the total O&M revenues in 2019 was \$282,634 to operate the District. That is separate from the debt assessment. In Fiscal Year 2020 when we start funding operation of the amenity center the budget totals \$264,150 so there is a \$571,620 total budget for operations and maintenance. There are other differences under the maintenance line we have an increase of \$33,136 and that is for utilities and landscaping issues. Having the amenity center and the amount of residents we have currently and for the future this is on the low end. In opening the amenity center there are a lot of things we did not have in prior years and it is quite an increase.

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

Mr. D'azzo asked is it possible to put a cap on the yearly increases? I'm concerned if you come up with a \$600 or \$700 increase in two years.

Ms. Warren stated we typically don't put caps in place. You can't anticipate from year to year what may come up. This District has changed dramatically from last year to this year, you have a number of services that have come online that weren't previously being funded. What we find is over the course of the District lifetime this will level out and become more consistent. We will have some years of history to know how much it typically costs to maintain all the lakes; how much it costs to provide all the services that you would like to see at the amenity center, so they typically level off. What you are seeing this year has to do with how drastically the District changed.

Mr. Hunt asked how many of these amenity centers have you made budgets for the first year of operations, 40, 50?

Mr. Torres stated in rough numbers, yes.

Mr. Hunt stated you are very confident that is what it is actually going to cost to run our amenity center. All the line item numbers appear to be in line with what I expected. You are pretty confident that \$265,000 a year is about what it is going to cost us to run this place every year provided we don't add something new or make a capital investment?

Mr. Torres stated provided that the lines remain where they are today, we are very close in our estimate.

Mr. Hunt stated I feel confident that we are not looking at a \$200,000 increase next year or the year after that. This is about what it is going to cost to run this place. The reason our expenses are going up is solely because each year we have to assume the cost of running the amenity center. I think what everybody here is concerned about is when we get our letter next year we are going to see another \$300 increase in our annual assessment. Can you say to us with confidence that is not likely to happen?

Mr. Torres stated absolutely, it will not happen next year.

Mr. Hunt stated you were 3% under budget in 2019 and when you add unbudgeted expenses for the amenity center you are over budget about 18%. Was the \$53,000 from the developer given to us to offset the unexpected cost of the amenity center?

Ms. Warren responded yes, we had a deficit funding agreement in place with the developer knowing that there were going to be different services coming online at different

stages throughout the year and rather than increasing a large amount last year before we really knew, the developer agreed to cover overages.

Mr. Hunt stated Horton has essentially paid the cost of opening the amenity center this year and getting it set up and next year it is on us. Next year it is going to cost \$264,000 and you would anticipate in future years you are going to see a 4%, 5% or 6% increase in that expense, which would be customary for amenity centers like this one?

Mr. Torres responded yes.

Mr. Hunt stated then our fear that next year you are going to say we have another \$250,000 in additional expense is not really founded.

Mr. Torres stated that is correct.

Mr. Lambert stated the only thing that might go up is if you add more services to the facility like more managers, more hours and things like that and that will cost more.

Mr. Hunt stated the cost of maintaining the fountains is outrageous at \$12,000 a year not including electricity. I think you need to shop around for another vendor to do that. You budgeted an increase in field management of 100%. Can you tell me what that is about?

Mr. Torres stated this is an item we contract with GMS Central Florida and now that the amenity center is open and we have more landscaping and more of these responsibilities under his supervision, visiting the facilities and coordinating, there is an additional fee. In previous budgets his visits here were very limited.

Mr. Hunt stated the other question deals with a 38% increase in lake management fees. I wasn't aware we had any lakes.

Mr. Viasalyers stated originally we were maintaining 13 to 14 lakes and coming into the new fiscal year we are budgeting an addition of 10-12 lakes.

Mr. Malave stated the District is responsible for maintaining and operating all of the lakes because they are part of our permit and the permit is in the name of the CDD. That is the process we are going towards to make sure we are doing our duty of what we are responsible for in operating and maintaining those lakes.

A resident asked can I ask about the golf course lakes?

Ms. Warren stated we have a cost share agreement in place where they contribute towards the stormwater maintenance. We have budgeted \$4,800 for their contribution for maintenance of the stormwater ponds that abut the golf course.



Mr. Bomely stated the problem I have with you raising the fees is I'm not seeing what I'm supposed to be getting for the fees I'm paying today. Specifically, the maintenance of the common areas outside our properties, between the property line and the water areas. I have been trying for months to get it cleaned up, nobody will respond, there is trash and algae back there and nobody is taking care of it.

Mr. Viasalyers stated I will take a look at your property and work on it. That is part of my field manager report.

Mr. Peter Lambert stated I believe the budget is fairly reasonable as it is, we are more or less satisfied that it may not increase too much next year and the year after. I would like to know the total cost is split between what? The houses and lots that are about to come right now or are we paying for it now and the empty lots are still getting paid for by Horton?

Mr. Torres responded that is correct.

Mr. Peter Lambert stated this budget is split between 800 lots?

Mr. Torres stated that is correct, it is 849 lots, the golf course contributes, D.R. Horton contributes and as homeowners come in they pick up that portion. Your assessments are not going to be reduced as new homeowners come in.

A resident stated the budget references 15 commercial lots. What are those?

Mr. Torres stated we are not planned for commercial lots; it is zero on the bottom.

Mr. Malave stated whoever owns those parcels that were commercial are assessed that amount. The original plans had commercial located on U.S. 100 at the entrance on the two corners still owned by D.R. Horton. There is no intent to have commercial.

A resident stated there is an easement between my property and my neighbor that is not being maintained. I'm paying my landscaper to maintain half of that.

Mr. Viasalyers stated I will make sure our landscaper is doing it.

Ms. Silvestri asked is there a greater portion of the assessment that is going to be paid by the 61 lots? Was it a one to one ratio?

Mr. Torres responded it is a matter of the frontage of the lot. It is divided by front footage and that is the amount you pay.

On MOTION by Mr. Doan seconded by Mr. Teagle with all in favor the public hearing was closed.
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**A. Consideration of Resolution 2019-08 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations**

On MOTION by Mr. Doan seconded by Mr. Dearing with all in favor Resolution 2019-08 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations, was approved.

**B. Consideration of Resolution 2019-09 Imposing Special Assessments and Certifying an Assessment Roll**

On MOTION by Mr. Teagle seconded by Mr. Dearing with all in favor Resolution 2019-09 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

**SEVENTH ORDER OF BUSINESS**

**Consideration Items**

**A. Fiscal Year 2020 Budget Deficit Funding Agreement**

Ms. Warren stated this is the deficit funding agreement between the District and the developer and it is similar to what we had in place last year to cover overages. Because we are in a situation where we have done our best to project what we think it will cost to run the amenity center and the additional services, in case there are things that come up we would put a deficit funding agreement in place with the developer where they agree to cover any overages we might encounter.

On MOTION by Mr. Teagle seconded by Mr. Doan with all in favor the Fiscal Year 2020 budget deficit agreement with D.R. Horton, Inc. – Jacksonville was approved in substantial form and the Chairman was authorized to execute the final agreement.

**B. Proposal from VGlobalTech for ADA Website Compliance**

Mr. Torres stated this is a proposal from VGlobalTech and as you are aware from other Districts you may be a member of it is a requirement of Chapter 190 for our District website where we post PDFs, to have ADA accessibility. This is in order for our insurance provider to continue to cover us for liability, we are required to have an ADA compliant website and this is a proposal to do that.

On MOTION by Mr. Teagle seconded by Mr. Doan with all in favor the proposal from VGlobalTech for ADA website compliance was approved.

**C. Proposal from LifeSafe Services for AED Supplies and Services**

Mr. Torres stated this proposal is to have AED supplies and equipment at the amenity center. The proposal has the purchase of two at \$2,100 with a standard service agreement of \$400. These items are not required, the law encourages public facilities to have them and it is before you for consideration. We have funds in facility maintenance or contingency to cover this. I recommend starting with one until our budget levels out a little bit.

Mr. Lambert stated if we only have one we will put it in the amenity office. It would be good common sense to have one. They are definitely a lifesaver and we would have it in the office and we will have a person trained on it and also they are monitored.

A resident stated it should be on the pool deck or common area.

Mr. Lambert stated the person using it should be trained on it.

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the proposal from LifeSafe Services for AED Supplies and services for one unit, was approved.

**D. Proposals for Amenity Management, Pool, and Janitorial Services (2)**

Mr. Torres stated we have two proposals for amenity management, pool and janitorial services and both companies are here to answer any questions the Board may have regarding their proposals. I know you are familiar with both companies. I looked at the budget and we can accommodate most of their proposal based on the adopted budget.

*Mr. Fagen gave an overview of his company and the services provided in their proposal.*

*Mr. Stephens gave an overview of his company and the services provided in their proposal.*

Mr. Torres stated the only item not covered in the adopted budget is the janitorial, you can amend the budget to reduce the pool contract line and add additional funds to the facility maintenance line item.

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the proposal for Fiscal Year 2020 Amenities Management, Pool Service and Janitorial Services with Riverside Management Services was approved with the contract to be negotiated and prepared by District Counsel and the Chairman was authorized to execute the final agreement.

#### **E. Interim Amenities Rules & Policy**

Mr. Torres stated there is a draft of the amenity rules in the agenda packet that we have used in opening other amenity centers. There are some decisions that need to be made tonight. On the second page is the user fee structure, for non-resident users.

Ms. Warren stated the process by which the rules and policies for the amenity facilities are adopted, the rulemaking process is we come to you with a set of proposed rules and policies and we will discuss those tonight and set some highwater marks on potential rental fees, non-resident user fees and the purpose of setting the highwater mark is that you will publish the rulemaking notices and set a public hearing on the final set of amenity policies for a future Board meeting and at that time we will set the final rental amount and the Board will formally adopt the policies. The proposed policies will operate as interim policies until formal adoption at that public hearing. The reason there is a non-resident user fee is because as a governmental entity the District owned and operated facilities are considered public facilities meaning they have to be open to any member of the public. That doesn't mean they have to be open for free, obviously you pay your debt and O&M assessments and typically we set the non-resident user fee at an amount that is somewhat near or has a basis in relation to the amount of assessments that residents within the community pay. I have one District where we have a non-resident user paying, it is one non-resident user and it is grandparents of a child that lives in that particular community. It is not typically something that we see exercised very often. I recommend we set an amount to advertise.

Mr. Torres stated I think in the range of \$2,500 would be fair. The other rules I want to highlight is we are limiting it to four guests per household, there are renter privileges, we are issuing two cards that are free and there is a fee for replacement cards, anyone under the age of 14 requires an adult to be present, no alcohol and for rental purpose you can have someone who is licensed to do that, pickleball and bocce ball courts are first come first served, the facility can be rented up to 10:00 p.m., the proposed rates are listed.

Mr. Dearing stated all these rules are a starting point, as things move along we can add to them, we can revise them at subsequent meetings as things go on.

A resident asked when there would be homeowner representatives on the Board.

Ms. Warren stated it is set forth in Chapter 190 and the requirement for beginning the transition of Board seats starts when the District is six years from the date of establishment and there are 250 qualified electors, which are registered voters, living within the District's boundaries. The six year threshold has been met for quite some time and we will get a letter in May from the Supervisor of Elections that will tell us the number of registered voters living in the District and if that number exceeds 250 then two of the seats will transition during the general election next year. For residents living in the District if you are interested in serving on the Board of Supervisors the process is that you will file qualifying papers with the Flagler County Supervisor of Elections and your name will be on the ballot and you will vote as part of the general election process. Two years later another two seats will transition and the final seat will transition two years later.

On MOTION by Mr. Doan seconded by Mr. Teagle with all in favor the Interim Amenities Rules and Policies, were approved.

Ms. Warren stated we will want to authorize staff to advertise the public hearing for adoption of the rules and we need at least 30 days and we will do it for your next Board meeting.

## **EIGHTH ORDER OF BUSINESS**

### **Ratification Items**

#### **A. Landscape Management Agreement with Yellowstone Landscape**

On MOTION by Mr. Teagle seconded by Mr. Doan with all in favor the Landscape Management Agreement with Yellowstone Landscape was ratified.

#### **B. Work Authorization for Amenity Management with Riverside Management Services, Inc.**

On MOTION by Mr. Teagle seconded by Mr. Dearing with all in favor the Work Authorization for Amenity Management with Riverside Management Services, Inc. was ratified.

**C. Standard Commercial Security Agreement with Alpha Dog Audio Video Security**

On MOTION by Mr. Teagle seconded by Mr. Doan with all in favor the Standard Commercial Security Agreement with Alpha Dog Audio Video Security was ratified.

**D. Standard Fire Alarm Agreement with Alpha Dog Audio Video Security**

On MOTION by Mr. Teagle seconded by Mr. Doan with all in favor the Standard Fire Alarm Agreement with Alpha Dog Audio Video Security was ratified.

**E. Coverage Endorsement Agreement with Florida Insurance Alliance**

On MOTION by Mr. Teagle seconded by Mr. Dearing with all in favor the coverage agreement endorsement with Florida Insurance Alliance in the addition premium of \$3,458.00 for property coverage was ratified.

**F. Requisitions 5-6**

Mr. Torres stated these were paid out of capital projects and #5 was for Micamy Design Studio for furniture in the amount of \$111,844.45 and #6 was for K&G Construction in the amount of \$465,390.36.

On MOTION by Mr. Teagle seconded by Mr. Doan with all in favor requisitions 5 & 6 from the special assessment revenue and refunding bonds Series 2018 were ratified.

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There being none, the next item followed.

**B. Engineer**

There being none, the next item followed.

**C. Manager**

**1. Approval of Check Register**

**2. Balance Sheet and Income Statement**

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

**3. Presentation of Arbitrage Rebate Calculation Report**

**4. Approval of Fiscal Year 2020 Meeting Schedule**

Mr. Torres stated this is the last time we will meet here, our meetings will be onsite at the amenity center and we ask that the Board consider having six meetings and due to the holiday we may need to change the November meeting and I can work with Bob on that date.

On MOTION by Mr. Doan seconded by Mr. Teagle with all in favor the Board approved a meeting schedule reflecting the following dates for Fiscal Year 2020: November 27, 2019, January 22, 2020, March 25, 2020, May 27, 2020, July 22, 2020 and August 26, 2020.

**5. Field Manager's Report**

Mr. Viasalyers stated at the last meeting several residents voiced concerns of overgrown vegetation in a swale starting behind 112 Grand Reserve and heading down 130 and from an economic standpoint and a less aggressive approach is for quarterly treatments throughout the year and slowly burn it back and it will start to decay and we will remove all the dead vegetation when it dies.

On MOTION by Mr. Doan seconded by Mr. Teagle with all in favor staff was authorized to contract with Applied Aquatics for the quarterly treatments for the swale along Grand Reserve Drive.

Mr. Lambert stated the pool is fully operational with Florida operating permit posted, janitorial is set up with supplies.

Mr. Tyler stated not only working here but being a resident, one of my objectives is to make sure each and every one of us enjoy this facility. I am open to ideas.

## **TENTH ORDER OF BUSINESS**

### **Other Business**

Ms. Angell stated I have been using the gym and I like the gym and would like it to stay that way. One thing I noticed is there is no signage such as, wipe down the equipment when you are done so people don't wipe down the equipment when they are done. People are pushing light buttons because they don't know how to use the equipment, there is no instruction guide or information on how to use the equipment. It is not going to stay very nice for very long if people push buttons and don't know what to do.

Mr. Tyler stated all those things are being addressed. Our initial objective was to get you access cards to have access. Now we are looking at details for the rules and guidelines, posting signs and everything will be done in the upcoming weeks.

Ms. Angell stated there should be a mirror by the weights so that you can see if you are using them properly.

Mr. Tyler stated we will prioritize the things we can do with the budget we have.

A resident stated Grand Reserve Drive going out to 100 has a couple of potholes. Who is responsible for that?

Ms. Warren stated they are working on turning the roads over and they will ultimately be the responsibility of the City of Bunnell.

Mr. Viasalyers stated we can address the potholes.

A resident stated there is a sign on every piece of equipment telling you how to use the equipment.

A resident stated is the \$3.2 million in insurance for property damage or liability?

Ms. Warren stated that is the property insurance.

A resident asked what about liability?

Mr. Torres stated I can get back to you on that, I don't have the policy with me.

A resident stated there are times when you can't get pressure out of the irrigation system.

Mr. Viasalyers stated that issue was addressed earlier. D.R. Horton is working on updating the piping to help get that water where it needs to go.

Mr. Malave stated it is a city issue because it is on the city system and D.R. Horton is going to help provide the solution.

A resident asked are the bad actors going to be thrown out?



Mr. Torres stated I have asked for a report from a witness or two to identify that and I'm told no one wants to do that.

Ms. Warren stated in the amenity policies once formally adopted there are processes for suspension and termination of amenity privileges.

Mr. Torres stated but we have to know about it and be able to identify the person and right now we don't.

A resident asked the age limit for younger adults to go in the pool is that a Florida law, can it be raised a little bit, can it be raised to 16?

Mr. Torres stated yes. We can look at that.

A resident stated on page 13 of the rules you have to change the name.

Mr. Torres stated my contact information is on the website and I have talked to many of you and you can reach out at any time if you have a question or issue.

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

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

Mr. Torres stated our next meeting is on the schedule for November 27<sup>th</sup> tentatively, but we will address that with the Chair when he returns and do the proper notification if it changes.

On MOTION by Mr. Teagle seconded by Mr. Doan with all in favor the meeting adjourned at 7:42 p.m.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

MINUTES OF MEETING  
DEER RUN COMMUNITY DEVELOPMENT DISTRICT

The Deer Run Community Development District Audit Committee met Wednesday, August 28, 2019 at 6:00 p.m. at the Holiday Inn Express & Suites Palm Coast, 200 Flagler Plaza Drive, Palm Coast, Florida.

Present were:

Mark Dearing  
James Teagle  
Jan Doan  
Ernesto Torres  
Sarah Warren  
Rey Malave  
William Viasalyers  
Jerry Lambert  
Brian Stephens  
Robin Taylor  
Dan Fagen

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Torres called the Audit Committee meeting to order at 6:00 p.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the May 23, 2019 Meeting**

On MOTION by Mr. Teagle seconded by Mr. Doan with all in favor the minutes of the May 23, 2019 meeting were approved, as presented.
---

**FOURTH ORDER OF BUSINESS**

**Tally of Audit Committee Members  
Rankings and Selection of an Auditor**

Mr. Torres stated we received proposals from two companies familiar with our CDD structure, they are from Grau & Associates and Berger Toombs Elam Gaines and Frank. I have ranked the proposals by category. Ability of personnel, proposers experience, understanding scope of work, ability to furnish the required services, price. We asked that they provide us with a price for three years for 2019, 2020 and 2021. I gave each 20 points for ability of personnel, 20 points for proposer's experience, understanding scope of work I gave 20 points to Berger Toombs and 19 points to Grau & Associates. Ability to furnish the services I gave each 20 points and for price Grau & Associates was more in price for the three years and Berger Toombs were a little less so I gave them 20 points. Overall my score for Berger Toombs is 100 and Grau & Associates 98.

It was the consensus of the Board to rank Berger Toombs no. 1.

On MOTION by Mr. Dearing seconded by Mr. Doan with all in favor Berger, Toombs, Elam, Gaines & Frank was ranked no. 1.

On MOTION by Mr. Dearing seconded by Mr. Doan with all in favor the Audit Committee adjourned at 6:05 p.m.

## SECTION IV

# SECTION A

**RESOLUTION 2020-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE DEER RUN COMMUNITY DEVELOPMENT  
DISTRICT APPROVING AN AMENDED GENERAL FUND  
BUDGET FOR FISCAL YEAR 2019 AND PROVIDING FOR  
AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution 2018-05, the Deer Run Community Development District Board (the "Board") adopted a Budget for Fiscal Year 2019; and

**WHEREAS**, the Board desires to amend the budgeted revenues and expenditures approved for Fiscal Year 2019.

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

1. The Budget for Fiscal Year 2019 is hereby amended and restated as set forth on the Fiscal Year 2019 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 9/30/19 Financial Statements and Audit Report of the District.

**PASSED AND ADOPTED THIS 22<sup>ND</sup> DAY OF JANUARY, 2020.**

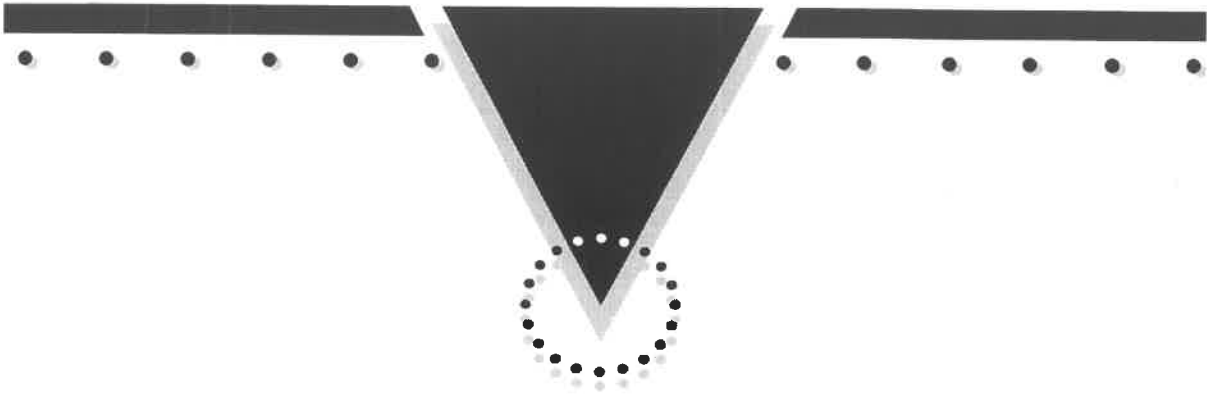
ATTEST:

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

\_\_\_\_\_  
Secretary

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

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



# **Deer Run Community Development District**

**Amended Budget  
FY 2019**



# Table of Contents

<b>1</b>	<u>General Fund</u>
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# DEER RUN

## COMMUNITY DEVELOPMENT DISTRICT

### General Fund Budget

DESCRIPTION	ADOPTED FY2019 BUDGET	INCREASE/ DECREASE	AMENDED FY2019 BUDGET	ACTUALS AS OF 9/30/19
<b>Revenues</b>				
Assessments	\$277,834	\$0	\$277,834	\$277,215
Golf Course Lake Maintenance Contribution	\$4,800	(\$780)	\$4,020	\$4,020
Developer Contributions	\$0	\$0	\$53,873	\$53,873
<b>TOTAL REVENUES</b>	<b>\$282,634</b>	<b>(\$780)</b>	<b>\$335,728</b>	<b>\$335,109</b>
<b>Expenditures</b>				
<i>Administrative</i>				
Supervisor Fees	\$4,000	(\$1,600)	\$2,400	\$2,400
FICA Expense	\$306	(\$138)	\$168	\$168
Engineering	\$3,550	\$8,450	\$12,000	\$10,000
Dissemination	\$2,500	\$0	\$2,500	\$2,500
Attorney	\$20,000	\$4,000	\$24,000	\$22,775
Annual Audit	\$3,270	\$0	\$3,270	\$3,270
Trustee Fees	\$3,500	\$0	\$3,500	\$3,500
Arbitrage	\$450	\$450	\$900	\$900
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	\$64
Postage	\$600	(\$200)	\$400	\$369
Insurance	\$8,200	(\$2,320)	\$5,880	\$5,880
Printing & Binding	\$800	\$0	\$800	\$655
Travel Per Diem	\$600	(\$300)	\$300	\$133
Legal Advertising	\$500	\$1,500	\$2,000	\$1,803
Other Current Charges	\$800	\$174	\$974	\$941
Office Supplies	\$100	\$0	\$100	\$42
Dues, Licenses & Subscriptions	\$175	\$0	\$175	\$175
<b>TOTAL ADMINISTRATIVE</b>	<b>\$82,951</b>	<b>\$10,016</b>	<b>\$92,967</b>	<b>\$89,075</b>
<i>Maintenance</i>				
Field Management	\$15,000	\$0	\$15,000	\$15,000
Property Insurance	\$0	\$5,000	\$5,000	\$4,979
Electric	\$31,384	\$8,616	\$40,000	\$39,148
Water & Sewer	\$7,800	\$2,200	\$10,000	\$9,612
Landscape Maintenance	\$100,000	(\$7,000)	\$93,000	\$92,545
Landscape Contingency	\$6,000	(\$1,000)	\$5,000	\$4,332
Lake Maintenance	\$17,000	(\$1,640)	\$15,360	\$15,360
Water Feature Maintenance	\$12,500	(\$8,500)	\$4,000	\$3,477
Irrigation Repairs	\$10,000	\$13,500	\$23,500	\$22,719
Contingency	\$0	\$500	\$500	\$105
<b>TOTAL MAINTENANCE</b>	<b>\$199,683</b>	<b>\$11,677</b>	<b>\$211,360</b>	<b>\$207,277</b>
<i>AMENITY CENTER</i>				
Amenity Management	\$0	\$8,500	\$8,500	\$8,369
Pool Maintenance	\$0	\$2,000	\$2,000	\$1,881
Pool Chemicals	\$0	\$1,500	\$1,500	\$1,251
Janitorial Services	\$0	\$2,000	\$2,000	\$1,560
Cable/Internet/Phone	\$0	\$1,000	\$1,000	\$828
Security Monitoring	\$0	\$600	\$600	\$520
Electric - Amenities	\$0	\$3,000	\$3,000	\$2,788
Water - Amenities	\$0	\$1,000	\$1,000	\$867
Gas	\$0	\$200	\$200	\$106
Operating Supplies	\$0	\$5,000	\$5,000	\$4,989
Office Supplies	\$0	\$3,000	\$3,000	\$2,989
Special Events	\$0	\$600	\$600	\$425
Contingency	\$0	\$3,000	\$3,000	\$2,749
<b>TOTAL AMENITY CENTER</b>	<b>\$0</b>	<b>\$31,400</b>	<b>\$31,400</b>	<b>\$29,323</b>
<b>TOTAL EXPENSES</b>	<b>\$282,634</b>	<b>\$53,093</b>	<b>\$335,727</b>	<b>\$325,675</b>
<b>EXCESS REVENUES/(EXPENDITURES)</b>	<b>\$0</b>	<b>(\$53,873)</b>	<b>\$0</b>	<b>\$9,434</b>

## SECTION B

**RESOLUTION 2020-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING 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*, being situated entirely within Flagler County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) is authorized by section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

**SECTION 1.** A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure, which is attached here as **Exhibit A**, on \_\_\_\_\_, 2020, at \_\_\_\_\_ .m., at \_\_\_\_\_.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of January, 2020.

ATTEST:

**DEER RUN COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Amended and Restated Rules of Procedure

**AMENDED AND RESTATED**  
**RULES OF PROCEDURE**  
**COMMUNITY DEVELOPMENT DISTRICT**

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EFFECTIVE AS OF \_\_\_\_\_, 20\_\_\_\_

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**Rule 1.0      General.**

- (1) The \_\_\_\_\_ Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

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

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**Rule 1.1 Board of Supervisors; Officers and Voting.**

- (1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by ~~resident electors~~ the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District, and registered to vote with the Supervisor of Elections of the county in which the District is located, ~~and~~ and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference ~~shall be entitled to vote and take all other action as though physically present.~~
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and

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conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

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- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
  - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

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

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

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

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

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

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

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

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

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

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

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, 119.07, Fla. Stat.

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**Rule 1.3 Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language:- "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at ( ) . If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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- (f) The following or substantially similar language:- “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare ~~a notice and an agenda~~ of the meeting/hearing/workshop. The ~~notice and agenda~~ and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least ~~seventy-two (72) hours~~ seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

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- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

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published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's ~~attorney~~ attorney must request such session at a public meeting.- Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. -The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy

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related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

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

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

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

**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
  - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (c) Support economical and efficient operations; and
  - (d) Ensure reliability of financial records and reports; and
  - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

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**Rule 2.0 Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
  - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

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by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. ~~Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.~~
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District, or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

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- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

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(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the

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existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

- (i) Administer oaths and affirmations;
  - (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and

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- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within ~~sixty (60)~~ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.  
Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

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**Rule 3.0 Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed ~~one~~two million dollars (\$1,200,000), for a study activity when the fee for such Professional Services to the District does not exceed ~~fifty~~two hundred thousand dollars (\$50,200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

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- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

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that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) "Invitation to Bid" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) "Invitation to Negotiate" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.
- (l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

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- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.

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- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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**Rule 3.1      Procedure Under ~~The~~the Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
  - (a) ~~Hold all required applicable federal licenses in good standing, if any;~~
  - ~~(b) ~~Hold all required applicable state professional licenses in good standing;~~~~
  - ~~(b) ~~Hold all required applicable federal licenses in good standing, if any;~~~~
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. ~~Consultants who provide their name and address to the District Manager for inclusion on the list shall receive~~

~~notices by mail.~~ The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

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

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications.

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Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

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### Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the ~~audit~~ auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of ~~Audit~~ Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an ~~audit~~ auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee ~~should~~ shall include at least three individuals, ~~some or all~~ at least one of whom may which must also serve as members be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

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

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- (i) Hold all required applicable ~~federal~~ state ~~professional~~ licenses in good standing, ~~if any~~;
- (ii) Hold all required applicable ~~state~~ ~~professional~~ federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

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

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) ~~Understanding of scope of work;~~
  - (iv) ~~—~~Ability to furnish the required services; and
  - (v) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

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

- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.
- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm ~~or document in its public records the reason for not selecting the highest-ranked qualified firm.~~

- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
  - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than ~~July 1~~ June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule

shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

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**Rule 3.3 Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. ~~Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.~~
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and

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

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

Law Implemented: § 112.08, Fla. Stat.

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#### **Rule 3.4      Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

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responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
- (i) Hold ~~the~~all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

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(a) (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

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(3) Suspension, Revocation, or Denial of Qualification

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

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

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- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
  - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
  - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
  - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
  - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
  - xii. The vendor or affiliate(s) has been convicted of a contract crime.
    - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
    - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

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

**Rule 3.5 Construction Contracts, Not Design-Build.**

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- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

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- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold ~~the all~~ required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to proceed with the~~ procurement of construction services, in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source: Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the ~~contractor contract~~; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

**Rule 3.6 Construction Contracts, Design-Build.**

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- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
    - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
    - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed,

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competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects ~~such as including~~ but not limited to reemployment assistance, safety, tax withholding, worker's compensation,

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unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) ~~proposals~~ Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no ~~proposals~~ Responsive Proposals are received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which ~~steps may include~~ but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand

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delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. ~~Failing~~ ~~accord~~ ~~Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified firm, the Board at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must terminate negotiations, be terminated.~~ The Board shall then undertake negotiations with the third most qualified firm. ~~Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated.~~ Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package; and shall provide the Board with a report of the same.

- (3) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

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**Rule 3.7      Payment and Performance Bonds.**

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

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**Rule 3.8 Goods, Supplies, and Materials.**

- (1) **Purpose and Scope.** All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) **Procedure.** When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold ~~the all~~ required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

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- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) ~~bids, proposals, replies~~ Responsive Bids, Proposals, Replies, or responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to proceed~~ with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best

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

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

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**Rule 3.9 Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold ~~the~~all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

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

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.~~
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for ~~a period that may not exceed three (3) years or the term of the original contract, whichever period is longer, a maximum period of five (5) years.~~
- (5) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

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**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

Rule 3.11 Protests **With Respect To Proceedings under Rules 3.1, 3.2, 3.3,  
3.4, 3.5, 3.6, 3.8, and 3.9,**

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

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

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(1) Filing.

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

- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, the Board may require

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any person who files a notice of protest ~~to~~must post ~~a~~the protest bond ~~in the~~. ~~The amount equal to 1% of the anticipated contract amount that is the subject of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law.~~ In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;

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(d) Enter orders; and

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

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

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

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

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

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

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**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, ~~2018~~, 20\_\_\_\_, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

## SECTION C



Proposal #42629

Date: 01/08/2020

From: Scott Barnes

Proposal For

GMS-CF, LLC

9145 Narcoossee Rd  
Suite A206  
Orlando, FL 32827

main: 407-841-5524  
mobile:

Location

400 Grand Reserve Dr  
Bunnell, FL 32110

Property Name: Deer Run CDD

Grand Reserve Drive Initial Ditch / Lake Bank Mowing

Terms: Net 30

The initial mowing of ditch / lake bank that runs behind 104-130 Grand Reserve Drive that was not part of the 2019 Initial lake bank mowing back in November.

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Initial Mowing	1.00	\$1,781.00	\$1,781.00

Client Notes

Signature

x

SUBTOTAL \$1,781.00

SALES TAX \$0.00

TOTAL \$1,781.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

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

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

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

Assigned To

Scott Barnes

Office:  
sbarnes@yellowstonelandscape.com



## SECTION D



Proposal #42632

Date: 01/08/2020

From: Scott Barnes

Proposal For

GMS-CF, LLC  
9145 Narcoossee Rd  
Suite A206  
Orlando, FL 32827

main: 407-841-5524  
mobile:

Location

400 Grand Reserve Dr  
Bunnell, FL 32110

Property Name: Deer Run CDD

Lake Maintenance Access

Terms: Net 30

The manual clearing of vegetation in (2) locations that are required for lake maintenance company to access lake areas for routine maintenance.

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Labor for Cutting & Removal	18.00	\$55.00	\$990.00
Disposal Fee	2.00	\$150.00	\$300.00

Client Notes

Signature

x

SUBTOTAL	\$1,290.00
SALES TAX	\$0.00
<b>TOTAL</b>	<b>\$1,290.00</b>

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

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

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

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

Assigned To

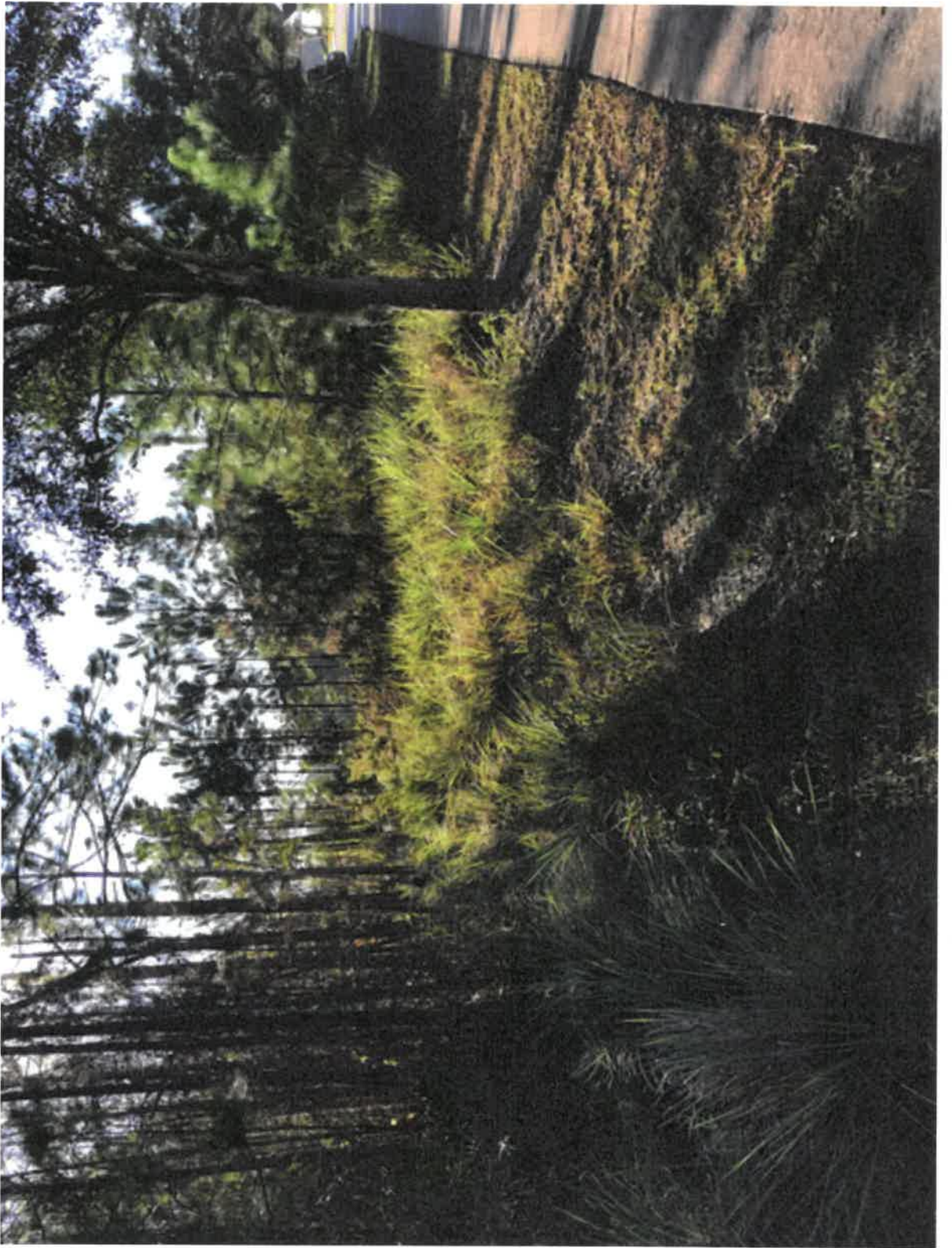
Scott Barnes

Office:

sbarnes@yellowstonelandscape.com







# SECTION E

# **Riverside Management Services, Inc.**

9655 Florida Mining Blvd., Building 300, Suite 305, Jacksonville, FL 32257

## **WORK AUTHORIZATION DEER RUN COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2020 ADDENDUM FOR GENERAL FACILITY MAINTENANCE**

### **Scope of Work: General Facility Maintenance**

Riverside Management Services, Inc. shall provide General Facility Maintenance Services for the Deer Run Community Development District. For clarification purposes we have outlined the maintenance tasks that fall outside of the janitorial scope provided in our proposal dated August 28<sup>th</sup>, 2019.

### **General Facility Maintenance**

- Trash removal from outdoor receptacles including all outdoor areas at the facility, including the playing courts and fishing dock.
- Straightening of outdoor pool and patio furniture at the facility.
- Blowing off sand, dirt, debris from pool area, patios, sidewalks, and courts.
- Wiping down exterior pool and patio tables and chairs.
- Clean/change grill filters and clean out grease traps.
- Dusting cobwebs, insects, etc. from soffits, cabanas, pavilions, terraces, etc.
- Spot pressure washing facility ground level (first floor) as needed.
- Inspect gates and gate closers and adjust as needed.
- Inspection of play equipment (tennis nets, wind screens, bocce ball courts, etc.)

The above listed items are included in the day to day maintenance rotation. General Facility Maintenance is estimated (2) two hours per day, at (3) three days per week.

General Facility Maintenance Annual Pricing: \$10,920.00

### ***Additional Services Upon Request:***

- Pressure washing of exterior building, patio, pool deck, patios, furniture, courts, etc.
- Cleaning of exterior windows that are not at ground level and require ladders and/or lift.
- Painting, staining, sanding, caulking any areas of the facility.
- Cleaning of any carpets with a commercial carpet extractor.
- Washing/disinfecting outdoor trash receptacles.
- Graffiti removal from any facility structure, sidewalks, decks, etc.
- Paver adjustments which includes loose pavers, uneven pavers, etc.
- Trash removal from common areas and lake banks.
- Any other maintenance item not included in the general facility maintenance section of this scope of service and/or in the maintenance weekly checklist.

**General Provisions:**

- RMS shall provide, at no charge to the District, company uniforms to all personnel providing these services.
- Costs incurred by RMS due to maintenance related requests, emergencies or unscheduled visits (i.e. vandalism, acts of God, etc.) shall be invoiced at \$35.00/hour, plus any materials, Minimum of two (2) hour charge.
- All RMS employees are subject to a background check, drug screening and physical.

\_\_\_\_\_  
Chairman, Deer Run CDD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Riverside Management Services, Inc.

\_\_\_\_\_  
Date

# SECTION V



# SECTION A



# 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

September 5, 2019

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 and each major fund for the General Fund as of and for the years ended September 30, 2019, 2020, and 2021 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 years ending September 30, 2019, 2020, and 2021.

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.

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.

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Deer Run Community Development District  
September 5, 2019  
Page 2

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  
September 5, 2019  
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; and
4. 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  
September 5, 2019  
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, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud 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 within the entity, and its knowledge of any fraud or suspected fraud 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.

### **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  
September 5, 2019  
Page 5

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Katie Costa. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

#### **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 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 years ending September 30, 2019, 2020, and 2021 will not exceed \$3,535 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 audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. 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.

Deer Run Community Development District  
September 5, 2019  
Page 6

### **Information Security – Miscellaneous Terms**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Deer Run Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Deer Run Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Deer Run Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

### **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.

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;
- Management letter required by the Auditor General, State of Florida; and
- Attestation reports required by the Auditor General, State of Florida.

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.



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants FL

Deer Run Community Development District  
September 5, 2019  
Page 7

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:

*Ernest L. James*

*Secretary, November 5, 2019*





Judson B. Baggett  
MBA, CPA, CVA, Partner  
Marcie 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*

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 SEPTEMBER 5, 2019)**

**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**

**By:** 

**Title: Director**

**Date: September 5, 2019**

**District: Deer Run CDD**

**By:** 

**Title: Secretary**

**Date: November 5, 2019**

## SECTION B



# ESTIMATE

# EST-000398

Estimate Date: Oct 26, 2019

Expiry Date: Nov 23, 2019

**FROM:**

**Dream Lights of Florida LLC**

License: 278526

10882 STANTON HILLS DR E

JACKSONVILLE, FL, 32222-1460

Email: info@dreamlightsfl.com

Phone: (904) 404-5483

**TO:**

**Christopher Hall**

Grand Reserve Parkway

Bunnell, FL

Phone: (904) 657-9211

**JOB LOCATION:**

**Christopher Hall**

Grand Reserve Parkway

Bunnell, FL

Phone: (904) 657-9211

**JOB:**

#	Services	Qty	Price	Discount	Tax (%)	Total
1	Line Roof in C7 - Amenity center front Custom fit Lights to roofline	345.00	\$4.50	\$0.00	No Tax	\$1,552.50
2	Line Roof in C7 - Amenity center rear Custom fit Lights to roofline	250.00	\$4.50	\$0.00	No Tax	\$1,125.00
3	Light Palm up to 15 - Front Ent Wrap Palm trunk with lights up to 15 ft	4.00	\$175.00	\$0.00	No Tax	\$700.00
4	Line Roof in C7 - Front entrance Custom fit Lights to roofline	125.00	\$4.50	\$0.00	No Tax	\$562.50

Subtotal \$3,940.00

**Grand Total (\$)** \$3,940.00

Deposit Due \$1,970.00

**Accepted payment methods**

Credit Card, Check, Cash

**Message**

We appreciate the opportunity to work with you.

**Terms**

Christmas Light Service requires a 50% deposit prior to the start of work, the remainder will be due at completion of the installation. Dream Lights of Florida will take care of any issues that occur related to the lights with the exception of vandalism, accidental damage, or issues with the power source. Acceptance of this estimate is agreeing to a 3 year service agreement available at [www.dreamlightsfl.com](http://www.dreamlightsfl.com).

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This estimate was created by Dream Lights of Florida LLC through Markate Business Platform.

## SECTION C



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

## AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: June 19, 2019

Deer Run CDD  
Name c/o GMS  
Address 135 W. Central Blvd., Suite 320  
City Orlando, FL 32801  
Phone 407-841-5524

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and Deer Run CDD 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:

Ditch at Deer Run CDD  
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	NA
2. Emerged vegetation control	Included
3. Floating vegetation control	NA
4. Filamentous algae control	NA
5. Shoreline grass & brush control	Included

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

**\*\*All callbacks 21 days after service will be charged extra based on time and material.**

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

The terms of this agreement shall be: 06/01/2019 thru 05/31/2020.

Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work.
Maintenance Fee	\$495.00	Due Quarterly as billed. x 4
Total Annual Cost	\$1,980.00	

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. The Agreement shall have no force & is withdrawn unless executed and returned by Customer to AAM on or before June 30, 2019
- F. 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. Harris, VP

Date: 6/19/2019

Accepted

Date:

AAM

Customer



## Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customer's request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days written notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.



Revised

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

## AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to: Deer Run CDD

Date: April 2, 2019

Name c/o GMS Central Florida  
Address 135 W. Central Blvd. Suite 320  
City Orlando, FL 32801  
Phone 407-398-2890

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 17 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: 04/01/2019 thru 09/30/2020  
Agreement will automatically renew as per Term and Condition 14.

Start-up Charge	NA	Due at the start of work	
Maintenance Fee	\$1,960.00	Due	monthly as billed x 17.
Total Annual Cost	\$33,320.00		

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 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: 4/2/2019

Accepted

Date:

September 15, 2019

AAM

Customer

---

Deer Run CDD

---

<u>Pond #</u>	<u>Monthly Cost</u>
1	\$60.00
1A	\$30.00
2A	\$50.00
3	\$90.00
3A	\$50.00
4	\$70.00
4A	\$40.00
4B	\$60.00
4C	\$60.00
5A	\$90.00
8	\$60.00
9A	\$60.00
10	\$60.00
11	\$90.00
12	\$80.00
13	\$120.00
13A	\$100.00
14	\$50.00
15	\$50.00
16	\$40.00
17	\$70.00
18	\$70.00
19	\$60.00
20	\$90.00
21	\$200.00
22	\$70.00
23	\$50.00
24	\$40.00
	<hr/>
	\$1,960.00

## Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.



Renewal

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

## AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: September 2, 2019

Name: Deer Run CDD  
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 GMC 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: 10/01/2019 thru 09/30/2020.

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 L. Pharis, VP

Date: 9/2/2019

Accepted

Date:

AAM

Customer

## Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days written notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

## SECTION D



**James E. Gardner Jr., CFA**  
**Flagler County Property Appraiser**  
**Data – Sharing and Usage Agreement**

**DEER RUN CDD**

This Data Sharing and Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **DEER RUN CDD**, hereafter referred to as agency, can acquire and use Flagler County Property Appraiser (FCPA) data that is exempt from Public Records disclosure as defined in FS 119.071.

The confidentiality of personal identifying and location information including: names, physical, mailing, and street addresses, parcel ID, legal property description, neighborhood name, lot number, GPS coordinates, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt / confidential status, hereafter referred to as confidential personal identifying and location information, will be protected as follows:

1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
6. The term of this Agreement shall commence on July 1, 2019 and shall run until December 31, 2019, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew. A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Flagler County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

**FLAGLER COUNTY PROPERTY APPRAISER**

**DEER RUN CDD**

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

Print: James E. Gardner Jr., CFA

Date: September 24, 2019

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

Print: Jason Shave

Title: District Account Manager

Date: 9/25/19



## SECTION E



Proposal #34481  
Date: 10/28/2019  
From: Scott Barnes

Proposal For

GMS-CF, LLC  
9145 Narcoossee Rd  
Suite A206  
Orlando, FL 32827

main: 407-841-5524  
mobile:

Location

400 Grand Reserve Dr  
Bunnell, FL 32110

Property Name: Deer Run CDD

2019 Initial Lake Bank Mowing

Terms: Net 30

The initial mowing of lake banks that are located along the backs of homes and common area throughout the property in order to remove invasive vegetation and to create a cleaner appearance for community. **(Ponds 1,2,3,&4B)** Ongoing maintenance pricing will be provided following initial mow in order to maintain lake banks long term.

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Lake Bank Mowing	1.00	\$3,562.00	\$3,562.00
Labor for Detail Clean-Up	18.00	\$55.00	\$990.00

Client Notes

Signature

x

SUBTOTAL	\$4,552.00
SALES TAX	\$0.00
<b>TOTAL</b>	<b>\$4,552.00</b>

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

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

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

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

Assigned To

Scott Barnes

Office:  
sbarnes@yellowstonelandscape.com

## SECTION F

**Arbitrage Rebate Computation  
Proposal For  
Deer Run  
Community Development District  
(City of Bunnell, Florida)  
\$11,175,000 Special Assessment Revenue  
Refunding Bonds,  
Series 2018**





# AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane  
Avon, CT 06001  
(T) 860-321-7521  
(F) 860-321-7581

[www.amteccorp.com](http://www.amteccorp.com)

August 28, 2019

Ms. Katie Costa  
Government Management Services – CF, LLC  
9145 Narcoossee Road  
Suite A206  
Orlando, FL 32827

Re: \$11,175,000 Deer Run Community Development District (City of Bunnell, Florida),  
Special Assessment Revenue Refunding Bonds, Series 2018

Dear Ms. Costa:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Deer Run Community Development District (the "District") Series 2018 bond issue (the "Bonds"). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

### **Firm History**

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 6,000 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

### **Southeast Client Base**

We provide arbitrage rebate services to over 400 bond issues aggregating more than \$10 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to the Town of Palm Beach and Broward County in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Corpus Christi (TX) and the States of Connecticut, New Jersey, Montana, Mississippi, West Virginia and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District's Bonds. We have established a "bond year end" of August 24<sup>th</sup>, based upon the anniversary of the closing date of the Bonds in August 2018.

## Proposal

We are proposing rebate computation services based on the following:

- \$11,175,000 Series 2018 Bonds;
- Fixed Rate Issue; and
- Escrow, Project, Debt Service Reserve, Capitalized Interest, Cost of Issuance & Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Series 2018 Bonds is \$450 per year and will encompass all activity from August 24, 2018, the date of the closing, through August 24, 2023, the end of the 5<sup>th</sup> Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

### AMTEC's Professional Fee – \$11,175,000 Series 2018 Bonds

Report Date	Type of Report	Period Covered	Fee
August 31, 2019	Rebate and Opinion	Closing – August 31, 2019	\$450
August 31, 2020	Rebate and Opinion	Closing – August 31, 2020	450
August 31, 2021	Rebate and Opinion	Closing – August 31, 2021	450
August 31, 2022	Rebate and Opinion	Closing – August 31, 2022	450
August 24, 2023	Rebate and Opinion	Closing – August 24, 2023	450
Total			\$2,250

In order to begin, we are requesting copies of the following documentation:

1. Arbitrage Certificate or Tax Regulatory Agreement.
2. IRS Form 8038-G.
3. Closing Memorandum.
4. Verification Report or Escrow Agreement. (if one was prepared)
5. Regions Bank statements for all accounts from August 24, 2018, the date of the closing, through each report date.

### AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;

- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled.

AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on September 6, 2019.

Deer Run Community  
Development District



By: Deer Run Community  
Development District

Consultant: American Municipal Tax-Exempt  
Compliance Corporation



By: Michael J. Scarfo  
Senior Vice President

## SECTION G



[www.flapest.com](http://www.flapest.com)



**CORPORATE HEADQUARTERS:**

P.O. BOX 5369  
116 N.W. 16TH AVENUE  
GAINESVILLE, FL 32627-5369

(352) 376-2661  
FAX (352) 376-2791

---

SCIENTIFIC PEST CONTROL DIRECTED BY GRADUATE ENTOMOLOGISTS

---

*Complete Pest Control Service  
Member Florida & National Pest Control Associations*

*Reply: 128 Masters Dr  
PO Box 3046  
Saint Augustine, FL 32085-3046  
Phone (904) 824-7217 Fax (904) 829-6552*

Grand Reserve Clubhouse  
501 Grand Reserve Dr.  
Bunnell FL, 32210  
(248) 8072763

Thank you for allowing **Florida Pest Control & Chemical Co.** the opportunity to provide this bid for **Pest Control Service** on your property. Your facility is impressive to say the least. I can certainly understand why new clients will choose to make **Grand Reserve** their new home.

**Target Pests:**

Florida's subtropical climate is a haven for a variety of insects and pests. Our General Household Pest Control Service Program will target the following common pests:

**Ants, Roaches, Silverfish, Millipedes, Centipedes, Earwigs, Spiders, Scorpions, Mice, Wasps** and a variety of other unwanted guests.

**Pests that would include additional service and costs:**

- \* Bedbugs
- \* Rodent bait stations and exclusions
- \* Wood destroying pests such as termites and wood boring beetles.

**Bedbug & Rodent control:** The price to control these issues depends on the severity of the problem and the participation/cooperation of property management to work through these issues together.

**BRANCHES:**

• Crystal River • Daytona Beach • Ft. Walton Beach • Jacksonville South • Jacksonville West • Lake City • Milton • Ocala • Orlando • Palatka • Panama City • Pensacola • Starke • St. Augustine • Tallahassee • Winter Haven • Leesburg • Kissimmee • Tampa •

### Scope of Service:

We have developed a program specifically customized to meet your needs, as well as your budget.

Interior treatments consist of:

crack and crevice treatments using baits/gels and occasionally aerosols as needed.

When aerosols are used after the initial service, management will be consulted before any application is performed. This will insure that any precautions or proper preparations are agreed upon in advance of the treatment.

As a preventative Interior inspections and treatments to include conducive areas such as kitchens and bathrooms will be performed.

Exterior treatments consist of:

Treating the eaves, around the windows and soffit areas of the buildings as well as the brushing down of unsightly spider webs and paper wasp nests. Inspection of the exterior buildings, sweeping of the exterior (**areas that can be reached with a normal 6' step ladder**), treatment to the perimeter of the structure, treatment to all entry points, treat and remove wasp nest and spider webs, inspect and treatment to conducive areas around the building.

On the monthly program these functions will rotate and all functions are completed at minimum once every 3 months.

On the quarterly program these functions will be performed in one service visit.

The cost for monthly service visits is **\$80.00 per month**.

The cost for Quarterly service visits is **\$220.00 per quarter**.

Retreats will be provided at no additional costs for covered pests.  
(24-48 hour response time)

**Florida Pest Control is a full service pest control company**

**Florida Pest Control is a full service pest control company which offers a wide variety services for all of your pest control needs:**

- \*Total Termite Protection
- \*Subterranean/Formosan Termite Protection
- \*Drywood Termite Protection (including spot treatment and tent fumigations)
- \*Rodent exclusion and control
- \*Bat exclusion
- \*Gutter Maintenance
- \*Fly Reduction
- \*Mosquito Reduction
- \*Lawn & Ornamental Programs
- \*Bed bug treatments
- \*Once a year Fire Ant treatments
- \*There are over 40 separate pest related service programs to choose from.

**Company Info:**

In 1949 Florida Pest Control opened its doors in Gainesville, FL. Today, we proudly serve all of North and Central Florida with 20 branch offices. With the support of a loyal client base, we have grown into one of the largest independently owned pest control companies in the country. We are proud members and active supporters of both the Florida Pest Management Association and the National Pest Management Association.

All of our technicians go through an extensive criminal background check, MVR and drug screening before they are hired. They are thoroughly trained and are continuously educated throughout the year.

Choose the service of your choice:

☐ monthly service visit for \$80.00 per month paid per invoice.

☐ paid year in advance \$960.00 with 3% discount of \$28.80 total \$931.20

☐ Quarterly service visit for \$220.00 per quarter paid per invoice.

☐ paid year in advance \$880.00 with 3% discount of \$26.40 total \$853.60

**\*\*\*All applicable sales tax not included in these prices.\*\*\***

9/17/19  
Date

  
Grand Reserve Authorized Representative

7-17-19  
Date

  
Florida Pest Control Representative

Thank you again for allowing Florida Pest Control the opportunity to provide this bid for your consideration. If you should any questions in regards to the bid and or the service programs that we provide, please call Todd Loveday or myself at 904-824-7217. We look forward to hearing from you and also being your pest control company of choice.

Sincerely,  
Rachel Evans  
Florida Pest Control & Chemical Co.  
Service Representative  
Cell#- 389-986-0441

## SECTION H



# **ALPHA**DOG

AUDIO | VIDEO | SECURITY

**Proposal: Added Locks and Camera - Rev# 0**  
**Prepared On: 8/27/2019**  
**For: Deer Run CDD**

**Presented By: Brian Jones**  
**Alpha Dog Audio Video Security, LLC**

**SAINT AUGUSTINE , FL 32095**  
**Main: 904-257-4295**  
**[www.Alphadogavs.com](http://www.Alphadogavs.com)**

# Scope of Work

Install 6 controllable door lever lock that will replace the existing lever handle that is currently installed on the following doors

Office outside door  
Office to meeting room door  
Foyer Double Door  
Pool Patio  
1st Floor Outdoor Kitchen Door  
2nd Floor Patio Door

All Door will be programed to the security home automation panel and setup to lock automatically via created schedule. All lock can be assigned to user for access and non accessible areas.

Install one IP camera in foyer for recording of entry of front door.

Note\*\*\*\* A scuttle open may need install in one of the closets of the meeting or office in order to gain access to the foyer of the first floor. If scuttle is needed owner will need to have some one trim it out after installation.

Install 2 cameras for the parking lot area

Initials: \_\_\_\_\_



6 Each Kwikset 912TNL  
912TNL TRL ZW 11P SMT Z wave door levers with home connect in venetian  
bronze.

\$1,260.00



3 each IC Realtime ICIP-D2000IR  
2 MEGAPIXEL OUTDOOR MINI DOME IP CAMERA H.264/JPEG 3.6MM FIXED  
LENS IR

\$510.00

Parts Subtotal: \$1,770.00

Labor Subtotal: \$1,575.00

Sales Tax: \$234.15

Total: \$3,579.15

see revised invoice

*RSP*

Deer Run CDD

Date: 11/22/19

Brian Jones

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

Initials: \_\_\_\_\_



# Alpha Dog Audio Video Security

120 Cumberland Park  
Suite 406  
Saint Augustine, FL 32095  
(904) 257-4295

## Invoice

Customer Grand Reserve Deer Run CDD  
Customer Number 10313-1  
Invoice Number 1870  
Invoice Date 12/17/2019  
PO Number \_\_\_\_\_  
PAYMENTS APPLIED THRU 12/17/2019  
Job / Service Ticket # 1108

## CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>Grand Reserve Deer Run CDD, 501 Grand Reserve Dr, Bunnell, FL</i>			
8.00	Install Access System	75.00	600.00
6.00	912TNL TRL ZW 11P SMT Z wave door levers with home	185.00	1,110.00
6.00	AEO ZW117-A Range Extender 6 Z-Wave+ Repeater Exte	25.00	150.00
<b>Subtotal:</b>			<b>\$1,860.00</b>
Tax			0.00
Payments/Credits Applied			0.00
<b>Invoice Balance Due:</b>			<b>\$1,860.00</b>

## IMPORTANT MESSAGES

Page 1

Please detach and return this portion with your payment to ensure proper credit.



## Alpha Dog Audio Video Security

120 Cumberland Park  
Suite 406  
Saint Augustine, FL 32095  
(904) 257-4295

## REMITTANCE INFORMATION

Customer Number 10313-1  
Invoice Number 1870  
Invoice Date 12/17/2019  
**Due Date** 12/17/2019  
Invoice Balance Due \$1,860.00

**TOTAL DUE** \$1,860.00

Amount Enclosed: \_\_\_\_\_

Grand Reserve Deer Run CDD  
501 Grand Reserve Dr  
Bunnell, FL 32110

REMIT TO:

Alpha Dog Audio Video Security  
701 Banchory Ct  
Saint Johns, FL 32259

# SECTION I

THIS INSTRUMENT PREPARED BY  
AND RECORD AND RETURN TO:  
Mark C. Dearing, Esq.  
4220 Race Track Road  
St. Johns, FL 32259

### WARRANTY DEED

**THIS WARRANTY DEED** made and executed as of the 15 day of JANUARY, 2020, by **D.R. HORTON, INC. – JACKSONVILLE**, a Delaware corporation, whose address is 4220 Race Track Road, St. Johns, FL 32259 ("*Grantor*"), to **DEER RUN COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established and existing under Chapter 190, Florida Statutes with offices located at 135 w. Central Boulevard, Suite 320, Orlando, FL 32801 ("*Grantee*").

### WITNESSETH:

That Grantor, subject to the easement rights reserved by Grantor herein, for and in consideration of the sum of TEN & No/100 Dollars and other valuable considerations, receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain land situate in Flagler County, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "*Property*").

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

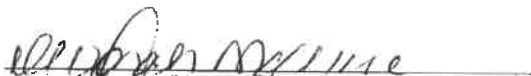
TO HAVE AND TO HOLD the Property in fee simple forever.


And Grantor hereby covenants with and warrants to Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other, provided however that the Property is conveyed subject to existing easements, covenants, restrictions and other matters of record. Grantee hereby covenants and agrees that it shall assume and perform the obligations set forth in all such recorded instruments insofar as they relate to the Property.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

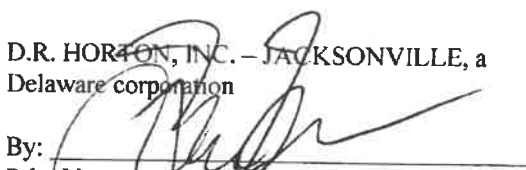
Signed, sealed and delivered  
in our presence:

  
Print Name: Deborah McClure

  
Print Name: John E. Zakoske

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

D.R. HORTON, INC. - JACKSONVILLE, a  
Delaware corporation

By:   
Print Name: John E. Zakoske  
Its: Vice President

The foregoing instrument was acknowledged before me by means of physical presence this 15<sup>th</sup>  
day of January, 2020 by John E. Zakoske, the Vice President of D.R. Horton,  
Inc. - Jacksonville, a Delaware corporation, on behalf of the corporation, who X is/are personally  
known to me or        who provided        as identification.



DEBORAH E. MCCLURE  
MY COMMISSION # GG 009987  
EXPIRES: July 10, 2020  
Bonded Thru Budget Notary Services

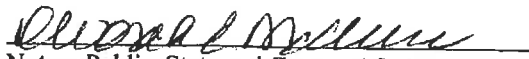
  
Notary Public, State and County Aforesaid  
Print Name: Deborah E. McClure  
Commission No.:         
My Commission Expires:

Exhibit "A"

Title to Tracts "1A-BB-1", "1B-7", "1B-8" & "1B-10" (Utility & Drainage Easements); Tract "1B-A" (Common area/Clubhouse), Tract "1B-11" (Open Space), Tracts "1B-D1", "1B-D2", "1B-3", "1B-4", "1B-5", "1B-6" and "1B-9" (Drainage), all as contained within the plat of Grand Reserve Phase 1A and 1B in Map Book 39, Pages 6-11 of the current public records of Flagler County, Florida.

## SECTION J

**DEER RUN COMMUNITY DEVELOPMENT DISTRICT  
(CITY OF BUNNELL, FLORIDA)  
SPECIAL ASSESSMENT REVENUE AND REFUNDING BONDS,  
SERIES 2018**

The undersigned, a Responsible Officer of Deer Run Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to Regions Bank, as trustee (the "Trustee"), dated as of May 1, 2008 (the "Master Indenture") as supplemented by that certain Second Supplemental Trust indenture as of August 1, 2018 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 7
- (B) Name of Payee: Genesis Halff
- (C) Amount Payable: \$5,830.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoices: 60421, 60632 & 60490 – Construction Observation and Administration Services.
- (E) Fund or Account from which disbursement to be made: Construction Fund
- (F) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

- 1. Obligations in the stated amount set forth above have been incurred by the District,

or

this requisition is for Costs of Issuance payable from the Series 2018 Costs of Issuance Subaccount within the Series 2018 Acquisition and Construction Fund that have not previously been paid;

- 2. each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project
- 4. each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

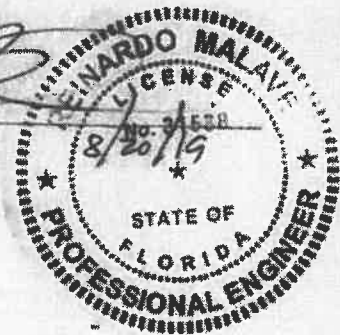
**DEER RUN COMMUNITY DEVELOPMENT  
DISTRICT**

By: *R. S. [Signature]*  
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

*[Signature]*  
Consulting Engineer







Landscape Architecture  
Urban Design  
Engineering  
Planning  
and  
more

**INVOICE**

1000 N. Ashley Drive  
Suite 900  
Tampa, FL 33602  
Tel 813 620 4500  
Fax 813.221 4980  
www.GenesisGroup.com

Invoice Date : 12/26/2018  
Invoice # : 60421  
Invoice Due : 1/25/2019  
Project : 057000024

Page 1 of 1

DR Horton  
4220 Race Track Road  
Saint Johns, FL. 32259  
jeteagle@drhorton.com

ATTN: James Teagle

For Professional Services Rendered through: 11/30/2018

Grand Reserve Amenity Center

PO# 200016  
33742 / 9000

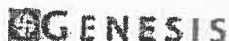
TOTAL DUE THIS INVOICE: \$ 2,715.00

PHASE CODE/NAME	PHASE FEE	% COMPLETE	TO DATE	LESS PREVIOUSLY BILLED	CURRENT BILLING AMOUNT
Phase: J01 - Conceptual Development **	8,000.00	100.00%	8,000.00	8,000.00	0.00
Phase: J02 - Design Development **	10,000.00	100.00%	10,000.00	10,000.00	0.00
Phase: J03 - Civil Construction Doc. **	18,000.00	100.00%	18,000.00	18,000.00	0.00
Phase: J04 - Landscape/Hardscape Constr. Doc	10,000.00	100.00%	10,000.00	10,000.00	0.00
Phase: J05 - Architecture **	55,000.00	100.00%	55,000.00	55,000.00	0.00
Phase: J06 - Architecture Constr. Admin. CPM	2,500.00	100.00%	2,500.00	2,500.00	0.00
Phase: J07 - Site Electrical Design	5,000.00	100.00%	5,000.00	5,000.00	0.00
Phase: J08 - Pool Engineering	15,000.00	100.00%	15,000.00	15,000.00	0.00
Phase: J09 - Pool Construction Admin. CPM	2,500.00	84.00%	2,100.00	2,100.00	0.00
Phase: J10 - Pool Splash Pad **	5,000.00	100.00%	5,000.00	5,000.00	0.00
Phase: J11 - Hardscape Dsgn - Rock Waterfall **	6,000.00	100.00%	6,000.00	6,000.00	0.00
Phase: J12 - Structure Eng. - Rock Waterfall **	2,000.00	99.50%	1,990.00	1,990.00	0.00
Phase: J13 - Fountain Dsgn - Rock Waterfall **	3,000.00	100.00%	3,000.00	3,000.00	0.00
Phase: J14 - Permitting	12,000.00	100.00%	12,000.00	12,000.00	0.00
Phase: J15 - Construction Observation CPM	15,000.00	70.25%	10,537.50	7,822.50	2,715.00
Phase: J70 - Truss Design	4,000.00	100.00%	4,000.00	4,000.00	0.00

Approved by:

Joseph P. Loretta, PLA

INVOICE TOTAL \$2,715.00



WE APPRECIATE YOUR BUSINESS

Remit via ACH Payment:	Remit via Check:	For billing inquiries, contact:
Wells Fargo Bank	Genesis	Dennis Henchen
Routing #: 063107513	1000 N. Ashley Drive	Project Accountant
Account #: 8116094205	Suite 900	DHenchen@GenesisGroup.com
	Tampa, FL 33602-3718	

For additional assistance, please contact Tim Leal, CFO at (813) 620-4500 x5158 or contact your Genesis Project Manager



1000 N. Ashley Drive  
Suite 900  
Tampa, FL 33602  
Tel 813.620.4500  
Fax 813.221.4980  
www.GenesisHalff.com

# INVOICE

Invoice Date : 2/22/2019  
Invoice # : 60632  
Invoice Due : 3/24/2019  
Project : 057000024

Page 1 of 1

DR Horton  
4220 Race Track Road  
St. Johns, FL. 32259  
jeteagle@drhorton.com

ATTN: James Teagle

TOTAL DUE THIS INVOICE: \$ 1,025.00

For Professional Services Rendered through: 1/31/2019

Grand Reserve Amenity Center

PO# 200016  
33742 / 9000

PHASE CODE/NAME	PHASE FEE	% COMPLETE	TO DATE	LESS PREVIOUSLY BILLED	CURRENT BILLING AMOUNT
Phase: J01 - Conceptual Development **	8,000.00	100.00%	8,000.00	8,000.00	0.00
Phase: J02 - Design Development **	10,000.00	100.00%	10,000.00	10,000.00	0.00
Phase: J03 - Civil Construction Doc. **	18,000.00	100.00%	18,000.00	18,000.00	0.00
Phase: J04 - Landscape/Hardscape Constr. Doc.	10,000.00	100.00%	10,000.00	10,000.00	0.00
Phase: J05 - Architecture **	55,000.00	100.00%	55,000.00	55,000.00	0.00
Phase: J06 - Architecture Constr. Admin. CPM	2,500.00	100.00%	2,500.00	2,500.00	0.00
Phase: J07 - Site Electrical Design	5,000.00	100.00%	5,000.00	5,000.00	0.00
Phase: J08 - Pool Engineering	15,000.00	100.00%	15,000.00	15,000.00	0.00
Phase: J09 - Pool Construction Admin. CPM	2,500.00	100.00%	2,500.00	2,100.00	400.00
Phase: J10 - Pool Splash Pad **	5,000.00	100.00%	5,000.00	5,000.00	0.00
Phase: J11 - Hardscape Dsgn. - Rock Waterfall **	6,000.00	100.00%	6,000.00	6,000.00	0.00
Phase: J12 - Structure Eng. - Rock Waterfall **	2,000.00	99.50%	1,990.00	1,990.00	0.00
Phase: J13 - Fountain Dsgn. - Rock Waterfall **	3,000.00	100.00%	3,000.00	3,000.00	0.00
Phase: J14 - Permitting	12,000.00	100.00%	12,000.00	12,000.00	0.00
Phase: J15 - Construction Observation CPM	15,000.00	88.35%	13,252.50	12,627.50	625.00
Phase: J70 - Truss Design	4,000.00	100.00%	4,000.00	4,000.00	0.00

INVOICE TOTAL

\$1,025.00

Approved by:

Joseph P. Loretta, PLA



## WE APPRECIATE YOUR BUSINESS

Remit via ACH Payment:	Remit via Check:	For billing inquiries, contact:
Legacy Texas Bank	Genesis Halff, Inc.	Dennis Henchen
Routing #: 111901234	PO Box 678292	Project Accountant
Account #: 70310891	Dallas, TX 75267-8292	dHenchen@Halff.com
		(813) 620-4500 ext. 5120

For additional assistance, please contact Tim Leal, Sr. Controller at (813) 331-0962 or contact your Genesis Halff Project Manager

## STATEMENT Outstanding Invoices As Of 2/22/2019

Number	Date	Amount	Balance
60421	12/26/2018	\$2,715.00	\$2,715.00
60490	1/17/2019	\$2,090.00	\$2,090.00



Landscape Architecture  
Urban Design  
Engineering  
Planning  
CPM

INVOICE

1000 N. Ashley Drive  
Suite 900  
Tampa, FL 33602  
Tel 813.620.4500  
Fax 813.271.4980  
www.GenesisGroup.com

Invoice Date : 1/17/2019  
Invoice # : 60490  
Invoice Due : 2/16/2019  
Project : 057000024

Page 1 of 1

DR Horton  
4220 Race Track Road  
St. Johns, FL. 32259  
jeteagle@drhorton.com

TOTAL DUE THIS INVOICE: \$ 2,090.00

ATTN: James Teagle

For Professional Services Rendered through: 12/30/2018

Grand Reserve Amenity Center

PO# 200016  
33742 / 9000

PHASE CODE/NAME	PHASE FEE	% COMPLETE	TO DATE	LESS PREVIOUSLY BILLED	CURRENT BILLING AMOUNT
Phase: J01 - Conceptual Development **	8,000.00	100.00%	8,000.00	8,000.00	0.00
Phase: J02 - Design Development **	10,000.00	100.00%	10,000.00	10,000.00	0.00
Phase: J03 - Civil Construction Doc. **	18,000.00	100.00%	18,000.00	18,000.00	0.00
Phase: J04 - Landscape/Hardscape Constr. Doc	10,000.00	100.00%	10,000.00	10,000.00	0.00
Phase: J05 - Architecture **	55,000.00	100.00%	55,000.00	55,000.00	0.00
Phase: J06 - Architecture Constr. Admin CPM	2,500.00	100.00%	2,500.00	2,500.00	0.00
Phase: J07 - Site Electrical Design	5,000.00	100.00%	5,000.00	5,000.00	0.00
Phase: J08 - Pool Engineering	15,000.00	100.00%	15,000.00	15,000.00	0.00
Phase: J09 - Pool Construction Admin CPM	2,500.00	84.00%	2,100.00	2,100.00	0.00
Phase: J10 - Pool Splash Pad **	5,000.00	100.00%	5,000.00	5,000.00	0.00
Phase: J11 - Hardscape Dsgn. - Rock Waterfall **	6,000.00	100.00%	6,000.00	6,000.00	0.00
Phase: J12 - Structure Eng - Rock Waterfall **	2,000.00	99.50%	1,990.00	1,990.00	0.00
Phase: J13 - Fountain Dsgn - Rock Waterfall **	3,000.00	100.00%	3,000.00	3,000.00	0.00
Phase: J14 - Permitting	12,000.00	100.00%	12,000.00	12,000.00	0.00
Phase: J15 - Construction Observation CPM	15,000.00	84.18%	12,627.50	10,537.50	2,090.00
Phase: J16 - Truss Design	4,000.00	100.00%	4,000.00	4,000.00	0.00

INVOICE TOTAL

\$2,090.00

Approved by:

Joseph P. Loretta, PLA



WE APPRECIATE YOUR BUSINESS

Remit via ACH Payment: Wells Fargo Bank Routing #: 063107513 Account #: 8116094205	Remit via Check: Genesis 1000 N. Ashley Drive Suite 900 Tampa, FL 33602-3718	For billing inquiries, contact: Dennis Henchen Project Accountant DHenchen@GenesisGroup.com
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For additional assistance, please contact Tim Leal, CFO at (813) 620-4500 x5158 or contact your Genesis Project Manager

STATEMENT  
Outstanding Invoices

Number	Date	Amount	Balance
60421	12/26/2018	\$2,715.00	\$2,715.00

**DEER RUN COMMUNITY DEVELOPMENT DISTRICT  
(CITY OF BUNNELL, FLORIDA)  
SPECIAL ASSESSMENT REVENUE AND REFUNDING BONDS,  
SERIES 2018**

The undersigned, a Responsible Officer of Deer Run Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to Regions Bank, as trustee (the "Trustee"), dated as of May 1, 2008 (the "Master Indenture") as supplemented by that certain Second Supplemental Trust indenture as of August 1, 2018 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 8
- (B) Name of Payee: Deer Run CDD
- (C) Amount Payable: \$6,510.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Reimbursement for payment of Dewberry Construction Engineering Services
- (E) Fund or Account from which disbursement to be made: Construction Fund
- (F) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

- 1. Obligations in the stated amount set forth above have been incurred by the District,
- or
- this requisition is for Costs of Issuance payable from the Series 2018 Costs of Issuance Subaccount within the Series 2018 Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project
- 4. each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

8

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

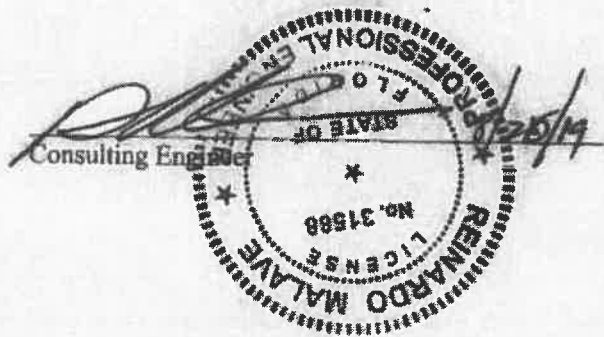
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**DEER RUN COMMUNITY DEVELOPMENT  
DISTRICT**

By: *R. S. [Signature]*  
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.



# INVOICE



Please remit to: Dewberry Engineers Inc.  
P.O. Box 821824  
Philadelphia, PA 19182-1824  
(703)849-0100 TIN: 13-0748510

To: DEER RUN CDD  
135 WEST CENTRAL BLVD., SUITE 320  
ORLANDO FL 32801

Invoice #: 1439087  
Invoice Date: 7/12/2017  
Due Date: 8/11/2017  
Client #: 327127  
Contract #: 50086561  
Batch #: 2710608

Work Performed Thru Period Ending 6/30/2017

Job: 50086561 Deer Run CDD

## TIME & MATERIAL BILLING

Task ID Task Description  
T001 Intern Eng SVCS

Description  
CADD TECHNICIAN /  
ENGINEER I

#43

1-210-313-311

Intern Svc on proj hgt

## CURRENT PERIOD BILLING

Prev Amount Billed	\$	8,887.00	Hours	Rate	Amount
			7.00	70.000	\$ 490.00
			9.00	220.000	\$ 1,980.00
			16.00		\$ 2,470.00
			TOTAL HOURLY LABOR		
			TOTAL FOR	T001	\$ 2,470.00

TOTAL FOR JOB: 50086561 \$ 2,470.00

TOTAL INVOICE AMOUNT DUE  
BY 8/11/2017

\$ 2,470.00

This invoice is due and payable within 30 days of the invoice date. Any  
conditions pertaining to the above should be brought to the attention of  
Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our  
agreement and the amount herein is correct.  
REINARDO MALAVE DIAZ

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



50069561

Dear Ron CDD

start\_date end\_date emp\_id username

cost\_code

description

6/3/2017 6/3/2017 1: 223648 MATOS, MIRIAM A.

T0000000

Interim Eng Svcs

6/10/2017 6/16/2017: 223649 MALAVE DAVILA, REINARD T0000000

Interim Eng Svcs-Coord of Information on Project - Data Management

6/23/2017 6/30/2017: 223650 MALAVE DAVILA, REINARD T0000000

Interim Eng Svcs- coord ling Su Reports

SAT SUN MON TUE WED THU FRI TOTAL

0 0 0 2 2 1 2 7

0 0 0 1 1 2 1 5

0 0 1 1 0 1 1 4

# INVOICE



Please remit to: Dewberry Engineers Inc.  
P.O. Box 821824  
Philadelphia, PA 19182-1824  
(703)849-0100 TTN: 13-0748510

Invoices #: 1450038  
Invoice Date: 8/10/2017  
Due Date: 8/31/2017  
Client #: 327127  
Contract #: 50068561  
Status #: 2710345

To: DEER RUN CDD  
135 WEST CENTRAL BLVD., SUITE 320  
ORLANDO FL 32801

Work Performed Thru Period Ending 7/20/2017

Job: 50068561 Deer Run CDD

## TIME & MATERIAL BILLING

Task ID Task Description

T001 Intern Eng SVCS

## CURRENT PERIOD BILLING

Description  
ADMIN PROFESSIONAL III  
ENGINEER IX  
OTHER TECHNICAL

Prev Amount Billed	\$	10,857.50	Hours	Rate	Amount
			.50	85.000	\$ 42.50
			8.00	220.000	\$ 1,760.00
			1.00	60.000	\$ 60.00
TOTAL HOURLY LABOR			7.50		\$ 1,427.50
TOTAL FOR T001					\$ 1,427.50

#43  
1,427.50

TOTAL FOR JOB: 50068561 \$ 1,427.50  
TOTAL INVOICE AMOUNT DUE \$ 1,427.50  
BY 8/10/2017

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to this invoice should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.  
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11245 as amended by Executive Order 11378.





start_date	end_date	emp_id	follo:	emp_id	description
7/1/2017	7/7/2017	220849	MALAVE DAVILA, REINARD	70010000	Interim Eng Svc- Eng Report-Supplemental
7/22/2017	7/28/2017	650802	CALLAHAN, PATCHELL D.	70010000	Interim Eng Svc - Truck Areas for Ray Laundry
7/22/2017	7/28/2017	220850	MALAVE DAVILA, REINARD	70010000	Interim Eng Svc-Cor of Eng Report-Supplemental - Coord Attorney
7/22/2017	7/28/2017	650803	POWELL, AIMEE W.	70010000	Interim Eng Svc

SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
0	0	0	0	1	0	1	2
0	0	0	0	0	0	1	1
0	0	0	0	0	2	2	4
0	0	0	0	0	0.5	0.5	1

# INVOICE



Please remit to: Dewberry Engineers Inc.  
P.O. Box 821824  
Philadelphia, PA 19182-1824  
(703)349-0100 TIN: 13-0748510

Bill To: DEER RUN CDD  
135 WEST CENTRAL BLVD., SUITE 320  
ORLANDO FL 32801

Invoice #: 1571433  
Invoice Date: 7/16/2018  
Due Date: 8/15/2018  
Client #: 327127  
Contract #: 50069561  
Batch #: 2793752

Work Performed Thru Period Ending 8/28/2018

Job: 50069561 Deer Run CDD

## TIME & MATERIAL BILLING

Task ID Task Description  
T001 Interim Eng SVCS

Description  
ADMIN PROFESSIONAL III  
DESIGNER I  
ENGINEER IX

Prev Amount Billed \$ 36,197.60

## CURRENT PERIOD BILLING

Hours	Rate	Amount
.50	100.000	\$ 50.0
3.00	100.000	\$ 300.0
12.00	225.000	\$ 2,700.0
TOTAL HOURLY LABOR	15.50	\$ 3,050.0
TOTAL FOR T001		\$ 3,050.0

TOTAL FOR JOB: 50069561 \$ 3,050.0

TOTAL INVOICE AMOUNT DUE  
BY 8/15/2018 \$ 3,050.00

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount herein is correct.  
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11248, as amended by Executive Order 11375.



start_date	end_date	emp_id	full_name	cost_code	description	SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
6/9/2018	6/15/2018	220589	MAIAVE DAVILA, REINARDO	70010000	Interim Eng Svcs - <u>Coor Revised Supplemental report - Dist</u>	0	0	1	1	1	1	1	5
6/16/2018	6/22/2018	606583	POWELL, ANGE N.	70010000	Interim Eng Svcs	0	0	0.5	0	0	0	0	0.5
6/23/2018	6/29/2018	220589	MAIAVE DAVILA, REINARDO	70010000	Eng Svcs - <u>Finalist Spun Eng Report - Comments</u>	0	0	1	1	1	2	2	7
6/29/2018	6/29/2018	223848	MATOS, HIRSH A.	70010000	Interim Eng Svcs	0	0	0	0	0	0	3	

# INVOICE



Please remit to: Dewberry Engineers Inc.  
P.O. Box 821824  
Philadelphia, PA 19182-1824  
(703)849-0100 TTN: 13-0746510

Bill To: DEER RUN CDD  
135 WEST CENTRAL BLVD., SUITE 320  
ORLANDO FL 32801

Invoice #: 1578135  
Invoice Date: 7/10/2018  
Due Date: 8/15/2018  
Client #: 327127  
Contract #: 60088681  
Estimate #: 2783752

Work Performed Thru Period Ending 6/29/2018

Job: 60088681 Deer Run CDD

## TIME & MATERIAL BILLING

Task ID Task Description  
T001 Interim Eng SVCS

Description  
ADMIN PROFESSIONAL III  
DESIGNER I  
ENGINEER IV  
ENGINEER X

Prev Amount Billed \$ 39,247.50

## CURRENT PERIOD BILLING

Hours	Rate	Amount
.50	100.000	\$ 80.00
9.50	100.000	\$ 950.00
2.00	140.000	\$ 280.00
5.00	228.000	\$ 1,140.00
<b>TOTAL HOURLY LABOR</b>	<b>15.00</b>	<b>\$ 1,350.00</b>
<b>TOTAL FOR T001</b>		<b>\$ 1,350.00</b>

TOTAL FOR JOB: 60088681

TOTAL NYCICE 4000 JT DUE

1,350.00

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount herein is correct.  
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



5008561

Door Run CDD

start_date	end_date	emp_id	reference
5/26/2018	6/1/2018	187327	SCHULTHEIS, JONNY M.
5/26/2018	6/1/2018	538927	ZIMMERMAN, TIFTON M.
6/1/2018	6/15/2018	605819	POWELL, AMBER N.
6/1/2018	6/15/2018	538927	ZIMMERMAN, TIFTON M.
6/16/2018	6/22/2018	230803	MALAVE DAVILA, RENARDO
6/16/2018	6/22/2018	230829	MALAVE DAVILA, RENARDO

asset_name	Description
T0010000	Interior Eng Svcs
T0010000	Interior Eng Svcs
T0010000	Interior Eng Svcs
T0010000	Interior Eng Svcs
T0010000	Eng Svcs- Coord of Regs and Pump site description
T0010000	Eng Svcs- Coord Supl Eng Report- Plans

SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
0	0	0	0	0	1	1	2
0	0	0	1.5	0	0	0	1.5
0	0	0	0	0	0.5	0	0.5
0	0	4	2	2	0	0	8
0	0	0	1	0	0	0	1
0	0	1	0	1	0	0	2

**DEER RUN COMMUNITY DEVELOPMENT DISTRICT  
(CITY OF BUNNELL, FLORIDA)  
SPECIAL ASSESSMENT REVENUE AND REFUNDING BONDS,  
SERIES 2018**

The undersigned, a Responsible Officer of Deer Run Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to Regions Bank, as trustee (the "Trustee"), dated as of May 1, 2008 (the "Master Indenture") as supplemented by that certain Second Supplemental Trust indenture as of August 1, 2018 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 9
- (B) Name of Payee: Dewberry Engineers, Inc.
- (C) Amount Payable: \$6,827.50
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoices: 1660143, 1672100, 1695905 & 1708315 -- Construction Engineering Services
- (E) Fund or Account from which disbursement to be made: Construction Fund
- (F) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

- 1. Obligations in the stated amount set forth above have been incurred by the District,
- or
- this requisition is for Costs of Issuance payable from the Series 2018 Costs of Issuance Subaccount within the Series 2018 Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project
- 4. each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**DEER RUN COMMUNITY DEVELOPMENT  
DISTRICT**

By: *R. S. [Signature]*  
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

*[Signature]*  
Consulting Engineer

**BERNARDO MALA**  
LICENSE  
No. 31588 2/20/19  
★  
STATE OF  
FLORIDA  
★  
**PROFESSIONAL ENGINEER**

# INVOICE



Please remit to: Dewberry Engineers Inc.  
P.O. Box 821824  
Philadelphia, PA 19182-1824  
(703)849-0100 TIN: 13-0746510

Bill To: DEER RUN CDD  
135 WEST CENTRAL BLVD., SUITE 320  
ORLANDO FL 32801

Invoice #: 1660143  
Invoice Date: 3/8/2019  
Due Date: 4/7/2019  
Client #: 327127  
Contract #: 50069561  
Batch #: 2847690

Work Performed Thru Period Ending 2/22/2019

Job: 50069561 Deer Run CDD

## TIME & MATERIAL BILLING

Task ID Task Description

T001 Interim Eng SVCS

Description  
ENGINEER IX

## CURRENT PERIOD BILLING

Prev Amount Billed	\$	49,122.50	Hours	Rate	Amount
			2.00	235.000	\$ 470.00
TOTAL HOURLY LABOR			2.00		\$ 470.00
TOTAL FOR			T001		\$ 470.00

CONSTRUCTION

TOTAL FOR JOB: 50069561 \$ 470.00

TOTAL INVOICE AMOUNT DUE \$ 470.00  
BY 4/7/2019

Please Reference Invoice Number with Payment

OK  
RM

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.  
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.





50059561

Deer Run CDD

start\_date end\_date emp\_id fullname

cost\_code description

SAT SUN MON TUE WED THU FRI TOTAL

2/9/2019 2/15/2019 220389 MALAVE DAVILA, REINARD T0010000 Eng Svcs- CONSTRUCTION - Review Req No 2

0 0 2 0 0 0 0 2

A handwritten signature in black ink, appearing to be "OK" followed by a large, stylized flourish or checkmark.

# INVOICE



Please remit to: Dewberry Engineers Inc.  
P.O. Box 821824  
Philadelphia, PA 19182-1824  
(703)849-0100 TIN: 13-0746510

Bill To: DEER RUN CDD  
135 WEST CENTRAL BLVD., SUITE 320  
ORLANDO FL 32801

Invoice #: 1672100  
Invoice Date: 4/12/2019  
Due Date: 5/12/2019  
Client #: 327127  
Contract #: 50069561  
Batch #: 2856041

Work Performed Thru Period Ending 3/29/2019

Job: 50069561 Dear Run CDD

## TIME & MATERIAL BILLING

Task ID Task Description

T001 Interim Eng SVCS

Description  
ENGINEER IX

### CURRENT PERIOD BILLING

Prev Amount Billed	\$	49,592.50	Hours	Rate	Amount
			5.00	235.000	\$ 1,175.00
TOTAL HOURLY LABOR			5.00		\$ 1,175.00
TOTAL FOR			T001		\$ 1,175.00

TOTAL FOR JOB: 50069561 \$ 1,175.00

TOTAL INVOICE AMOUNT DUE \$ 1,175.00  
BY 5/12/2019

Please Reference Invoice Number with Payment

OK  
RLM

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

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REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



50069561

Deer Run CDD

start\_date end\_date emp\_id fullname

cost\_code

description

SAT SUN MON TUE WED THU FRI TOTAL

2/23/2019 3/1/2019 1 220389 MALAVE DAVILA, REINARD T0010000 Eng Svcs- Coord of Construction REQ - Pay App review

0 0 0 2 1 0 0 3

3/23/2019 3/29/2019 220389 MALAVE DAVILA, REINARD T0010000 Interim Eng Svcs- Coord CONSTRUCTION

0 0 1 1 0 0 0 2



# INVOICE

Please remit to: DEWBERRY ENGINEERS INC.  
P.O. Box 821824  
Philadelphia, PA 19182-1824  
(703)849-0100 TIN: 13-0746510

RECEIVED

JUN 26 2019

Bill To: DEER RUN CDD  
135 WEST CENTRAL BLVD., SUITE 320  
ORLANDO FL 32801

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

Invoice #: 1695905  
Invoice Date: 6/14/2019  
Due Date: 7/14/2019  
Client #: 327127  
Contract #: 50069561  
Batch #: 2870894

Work Performed Thru Period Ending 6/31/2019

Job: 50069561 Deer Run CDD

## TIME & MATERIAL BILLING

Task ID Task Description

T001 Interim Eng SVCS

Description  
ADMIN PROFESSIONAL III  
DESIGNER I  
ENGINEER IX

### CURRENT PERIOD BILLING

Prev Amount Billed	\$	50,767.50	Hours	Rate	Amount
			.50	100.000	\$ 50.00
			4.00	100.000	\$ 400.00
			5.50	235.000	\$ 1,292.50
TOTAL HOURLY LABOR			10.00		\$ 1,742.50
TOTAL FOR			T001		\$ 1,742.50

TOTAL FOR JOB: 50069561 \$ 1,742.50

TOTAL INVOICE AMOUNT DUE \$ 1,742.50  
BY 7/14/2019

Please Reference Invoice Number with Payment

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

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REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



Deer Run CDD

50069561

start_date	end_date	emp_id	fullname	cost_code	description
3/30/2019	4/5/2019	1	609693 POWELL, AIMEE N.	T0010000	Interim Eng Svcs (Certificate of Issuer's Engineer)
4/27/2019	5/3/2019	1	535997 ZIMMERMAN, TIPTON M.	T0010000	Interim Eng Svcs-Clubhouse Inspection
5/4/2019	5/10/2019	1	535997 ZIMMERMAN, TIPTON M.	T0010000	Interim Eng Svcs-Clubhouse Inspection
5/18/2019	5/24/2019	1	220389 MALAVE DAVILA, REINHARD	T0010000	Eng Svcs - Board meeting, coor Annual report to District, coor of agenda
5/18/2019	5/24/2019	1	220389 MALAVE DAVILA, REINHARD	T0010000	Eng Svcs- Cap Projects - Approval of Req # 5
5/25/2019	5/31/2019	1	220389 MALAVE DAVILA, REINHARD	T0010000	Eng Svcs - coor eng annual report- coor maintenance issues

SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
0	0	0	0	0.5	0	0	0.5
0	0	0	0	0	1	0	1
0	0	3	0	0	0	0	3
0	0	0	0	0	2	0	2
0	0	0	0	1	1	0	2
0	0	0	1.5	0	0	0	1.5

# INVOICE



Please remit to: DEWBERRY ENGINEERS INC.  
P.O. Box 821824  
Philadelphia, PA 19182-1824  
(703)848-0100 TIN: 13-0746510

Bill To: DEER RUN CDD  
135 WEST CENTRAL BLVD., SUITE 320  
ORLANDO FL 32801

Invoice #: 1708315  
Invoice Date: 7/12/2019  
Due Date: 8/11/2019  
Client #: 327127  
Contract #: 50069561  
Batch #: 2878001

Work Performed Thru Period Ending 6/28/2019

Job: 50069561 Deer Run CDD

## TIME & MATERIAL BILLING

Task ID Task Description

T001 Interim Eng SVCS

Description  
DESIGNER I  
ENGINEER IX

## CURRENT PERIOD BILLING

Prev Amount Billed	\$	52,510.00	Hours	Rate	Amount
			25.00	100.000	\$ 2,500.00
			4.00	235.000	\$ 940.00
TOTAL HOURLY LABOR			29.00		\$ 3,440.00
TOTAL FOR			T001		\$ 3,440.00

TOTAL FOR JOB: 50069561 \$ 3,440.00

TOTAL INVOICE AMOUNT DUE \$ 3,440.00  
BY 8/11/2019

Please Reference Invoice Number with Payment

RM  
OK

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This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.  
REINARDO MALAVE DAVILA

Dewberry complies with Section 302 of Executive Order 11246 as amended by Executive Order 11375.



50069561

Deer Run CDD

start_date	end_date	emp_id	fullname	cost_code	description	SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
1/27/2019	5/3/2019	1	535997 ZIMMERMAN, TIPTON M.	T0010000	Interim Eng Svcs	0	0	2	4	1	1	0	8
5/4/2019	5/10/2019		535997 ZIMMERMAN, TIPTON M.	T0010000	Interim Eng Svcs	0	0	0	4	0	0	1	5
5/11/2019	5/17/2019		535997 ZIMMERMAN, TIPTON M.	T0010000	Interim Eng Svcs	0	0	0	8	1	0	0	9
5/1/2019	6/7/2019	1	220389 MALAVE DAVILA, REINARDO	T0010000	Eng Svcs - Coord Construction Reviews	0	0	1	0	0	0	0	1
5/15/2019	6/21/2019		220389 MALAVE DAVILA, REINARDO	T0010000	Eng Svcs- Review Pay App - Construction	0	0	0	0	0	2	1	3
5/15/2019	6/21/2019		535997 ZIMMERMAN, TIPTON M.	T0010000	Interim Eng Svcs-Clubhouse Inspection	0	0	0	0	0	3	0	3

**DEER RUN COMMUNITY DEVELOPMENT DISTRICT  
(CITY OF BUNNELL, FLORIDA)  
SPECIAL ASSESSMENT REVENUE AND REFUNDING BONDS,  
SERIES 2018**

The undersigned, a Responsible Officer of Deer Run Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to Regions Bank, as trustee (the "Trustee"), dated as of May 1, 2008 (the "Master Indenture") as supplemented by that certain Second Supplemental Trust indenture as of August 1, 2018 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 10
- (B) Name of Payee: Dewberry Engineers, Inc.
- (C) Amount Payable: \$7,500.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoices: 1720690, 1733109, 1769028 & 1757476 – Construction Engineering Services
- (E) Fund or Account from which disbursement to be made: Construction Fund
- (F) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

- 1. Obligations in the stated amount set forth above have been incurred by the District,  
  
or  
  
this requisition is for Costs of Issuance payable from the Series 2018 Costs of Issuance Subaccount within the Series 2018 Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project
- 4. each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.



The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

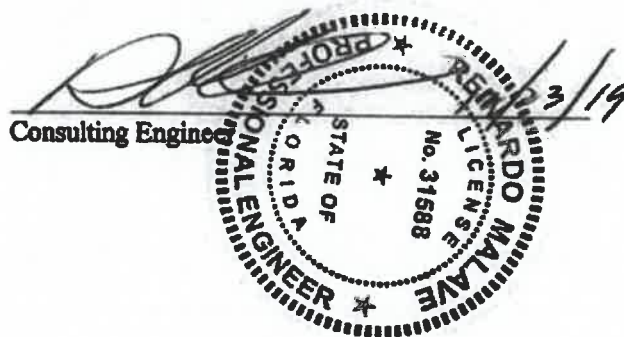
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**DEER RUN COMMUNITY DEVELOPMENT  
DISTRICT**

By:   
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.



# INVOICE



Please remit to: DEWBERRY ENGINEERS INC.  
P.O.Box 821824  
Philadelphia, PA 19182-1824  
(703)849-0100 TIN: 13-0746510

Bill To: DEER RUN CDD  
135 WEST CENTRAL BLVD., SUITE 320  
ORLANDO FL 32801

Invoice #: 1720690  
Invoice Date: 8/7/2019  
Due Date: 9/6/2019  
Client #: 327127  
Contract #: 50089561  
Batch #: 2884566

Work Performed Thru Period Ending 7/26/2019

Job: 50089561 Deer Run CDD

## TIME & MATERIAL BILLING

Task ID Task Description

T001 Interim Eng SVCS

Description  
ENGINEER I  
ENGINEER IX

### CURRENT PERIOD BILLING

Prev Amount Billed	\$	55,950.00	Hours	Rate	Amount
			1.00	100.000	\$ 100.00
			1.00	235.000	\$ 235.00
TOTAL HOURLY LABOR			2.00		\$ 335.00
TOTAL FOR			T001		\$ 335.00

TOTAL FOR JOB: 50089561 \$ 335.00

TOTAL INVOICE AMOUNT DUE \$ 335.00  
BY 9/6/2019

Please Reference Invoice Number with Payment

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount herein is correct.  
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



		50069561											
		Deer Run CDD											
start_date	end_date	emp_id	fullname	cost_code	description	SAY	SUN	MON	TUE	WED	THU	FRI	TOTAL
7/6/2019	7/12/2019	1	668458 BANFIELD, MOLLY J.	T0010000	Interim Eng Svcs - Furniture Inventory - Deer Run CDD	0	0	0	0	0	1	0	1
7/20/2019	7/26/2019	1	220389 MALAVE DAVILA, REINARDO	T0010000	Eng Svcs2019 - Capital - Coor Equipment - Clubhouse-	0	0	1	0	0	0	0	1

# INVOICE



Please remit to: DEWBERRY ENGINEERS INC.  
P.O. Box 821824  
Philadelphia, PA 19182-1824  
(703)849-0100 TIN: 13-0746510

Bill To: DEER RUN CDD  
135 WEST CENTRAL BLVD., SUITE 320  
ORLANDO FL 32801

Invoice #: 1733108  
Invoice Date: 9/18/2019  
Due Date: 10/18/2019  
Client #: 327127  
Contract #: 50069561  
Batch #: 2892501

Work Performed Thru Period Ending 8/30/2019

Job: 50069561 Deer Run CDD

## TIME & MATERIAL BILLING

Task ID Task Description

T001 Interim Eng SVCS

Description  
ENGINEER IX

## CURRENT PERIOD BILLING

Prev Amount Billed	\$	56,285.00	Hours	Rate	Amount
			3.00	240.000	\$ 720.00
TOTAL HOURLY LABOR			3.00		\$ 720.00
TOTAL FOR			T001		\$ 720.00

TOTAL FOR JOB: 50069561 \$ 720.00

TOTAL INVOICE AMOUNT DUE \$ 720.00  
BY 10/18/2019

Please Reference Invoice Number with Payment

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start_date	end_date	emp_id	fullname	cost_code	description
8/17/2019	8/23/2019	220989	MALAVE DAVILA, REINARDO	T0010000	Eng Svcs- Review Req for Construction - CAP Projects

SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
0	0	0	1	2	0	0	3

# INVOICE



Please remit to: DEWBERRY ENGINEERS INC.  
P.O. Box 821824  
Philadelphia, PA 19182-1824  
(703)849-0100 TIN: 13-0746510

Bill To: DEER RUN CDD  
135 WEST CENTRAL BLVD., SUITE 320  
ORLANDO FL 32801

Invoice #: 1769028  
Invoice Date: 12/11/2019  
Due Date: 1/10/2020  
Client #: 327127  
Contract #: 50069561  
Batch #: 2914507

Work Performed Thru Period Ending 11/29/2019

Job: 50069561 Deer Run CDD

## TIME & MATERIAL BILLING

Task ID Task Description

T001 Interim Eng SVCS

### Description

ENGINEER I

ENGINEER IV

ENGINEER IX

Prev Amount Billed	\$	68,830.00	Hours	Rate	Amount
			5.00	110.000	\$ 550.00
			5.00	150.000	\$ 900.00
			5.00	240.000	\$ 1,200.00
TOTAL HOURLY LABOR			15.00		\$ 2,650.00
TOTAL FOR			T001		\$ 2,650.00

TOTAL FOR JOB: 50069561 \$ 2,650.00

**TOTAL INVOICE AMOUNT DUE** \$ **2,650.00**  
**BY 1/10/2020**

Please Reference Invoice Number with Payment

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REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



50069561

Deer Run CDD

start_date	end_date	emp_id	fullname	cost_code	description	SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
10/26/2019	11/1/2019	957610	ARMANS, PETER N.	T0010000	Dumpster permitting follow up	0	0	0	0.5	0	0	0	0.5
10/26/2019	11/1/2019	220389	MALAVE DAVILA, REINARDO	T0010000	Eng Svcs- CDD	0	0	0	1	0	1	1	3
11/2/2019	11/8/2019	957610	ARMANS, PETER N.	T0010000	Dumpster pad permit mod coordination	0	0	0.5	1.5	0	1	0	3
11/2/2019	11/8/2019	668458	BANFIELD, MOLLY J.	T0010000	Interim Eng Svcs - Building Permit application for City of Bunnell	0	0	0	1	1	1	0	3
11/2/2019	11/8/2019	220389	MALAVE DAVILA, REINARDO	T0010000	Eng Svcs- Permitting Clubhouse-Dumpster	0	0	0	0	1	0	0	1
11/9/2019	11/15/2019	957610	ARMANS, PETER N.	T0010000	Dumpster Pad Permit	0	0	0.5	0	0	1	0	1.5
11/9/2019	11/15/2019	668458	BANFIELD, MOLLY J.	T0010000	Interim Eng Svcs - Building Permit application for City of Bunnell	0	0	0	0	1	1	0	2
11/16/2019	11/22/2019	957610	ARMANS, PETER N.	T0010000	Dumpster Pad follow up	0	0	0	1	0	0	0	1
11/16/2019	11/22/2019	220389	MALAVE DAVILA, REINARDO	T0010000	Eng Svcs- Coord Clubhouse Plans- Permitting	0	0	0	1	0	0	0	1

# INVOICE



Please remit to: DEWBERRY ENGINEERS INC.  
P.O. Box 821824  
Philadelphia, PA 19182-1824  
(703)849-0100 TIN: 13-0748510

Bill To: DEER RUN CDD  
135 WEST CENTRAL BLVD., SUITE 320  
ORLANDO FL 32801

Invoice #: 1757476  
Invoice Date: 11/12/2019  
Due Date: 12/12/2019  
Client #: 327127  
Contract #: 50069561  
Batch #: 2806978

Work Performed Thru Period Ending 10/26/2019

Job: 50069561 Deer Run CDD

## TIME & MATERIAL BILLING

Task ID Task Description  
T001 Interim Eng SVCS

Description  
ENGINEER I  
ENGINEER IV  
ENGINEER IX

CURRENT PERIOD BILLING					
Prev Amount Billed	\$	65,035.00	Hours	Rate	Amount
			10.50	110.000	\$ 1,155.00
			8.00	150.000	\$ 1,200.00
			6.00	240.000	\$ 1,440.00
TOTAL HOURLY LABOR			24.50		\$ 3,795.00
TOTAL FOR			T001		\$ 3,795.00

TOTAL FOR JOB: 50069561 \$ 3,795.00

TOTAL INVOICE AMOUNT DUE \$ 3,795.00  
BY 12/12/2019

Please Reference Invoice Number with Payment

OK  
RM

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REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.





# Dewberry

069561

start_date	end_date	emp_id	fullname	cost_code	description
					Dear Run CDD
9/28/2019	10/4/2019	1	957610 ARMANS, PETER N.	T0010000	Review of Plans, street/drainage ownership, and construction cross sections
9/28/2019	10/4/2019	1	668458 SANFIELD, MOLLY J.	T0010000	Interim Eng Svcs - Existing Info from previous plans, trash receptacle exhibit
9/28/2019	10/4/2019	1	220389 MALAVE DAVILA, REINARDO	T0010000	Eng Svcs- Coord Ownership maps and process for turnover to city
10/5/2019	10/11/2019		957610 ARMANS, PETER N.	T0010000	Ownership Discussion/Research
10/11/2019	10/18/2019		957610 ARMANS, PETER N.	T0010000	Dumpster Pad & As-builts Review
10/11/2019	10/18/2019		668458 SANFIELD, MOLLY J.	T0010000	Interim Eng Svcs - Existing Info from previous plans, trash receptacle exhibit
10/12/2019	10/18/2019		220389 MALAVE DAVILA, REINARDO	T0010000	Eng Svcs- Coord Maps/Community center
10/19/2019	10/25/2019		220389 MALAVE DAVILA, REINARDO	T0010000	Eng Svcs- Coord

SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
0	0	0.5	0.5	1	2	0	4
0	0	1.5	1.5	4	0	0	7
0	0	0	0	0	2	0	2
0	0	0	0	1	1	0.5	2.5
0	0	0	0	1	0.5	0	1.5
0	0	0	0	1	2.5	0	3.5
0	0	0	0	1	1	1	3
0	0	0	0	0	0	1	1

## SECTION VI

# SECTION A

**From:** William Viasalyers [wviasalyers@gmscfl.com](mailto:wviasalyers@gmscfl.com)  
**Subject:** Fwd: Deer Run CDD  
**Date:** January 15, 2020 at 4:54 PM  
**To:** Lauren Vanderveer [lvanderveer@gmscfl.com](mailto:lvanderveer@gmscfl.com)

WV

## Please note our new address

William Viasalyers  
Field Manager  
GMS Central Florida  
219 E. Livingston St.  
Orlando FL 32801  
407-841-5524 Office  
407-451-4047 Cell  
407-839-1526 Fax  
[wviasalyers@gmscfl.com](mailto:wviasalyers@gmscfl.com)

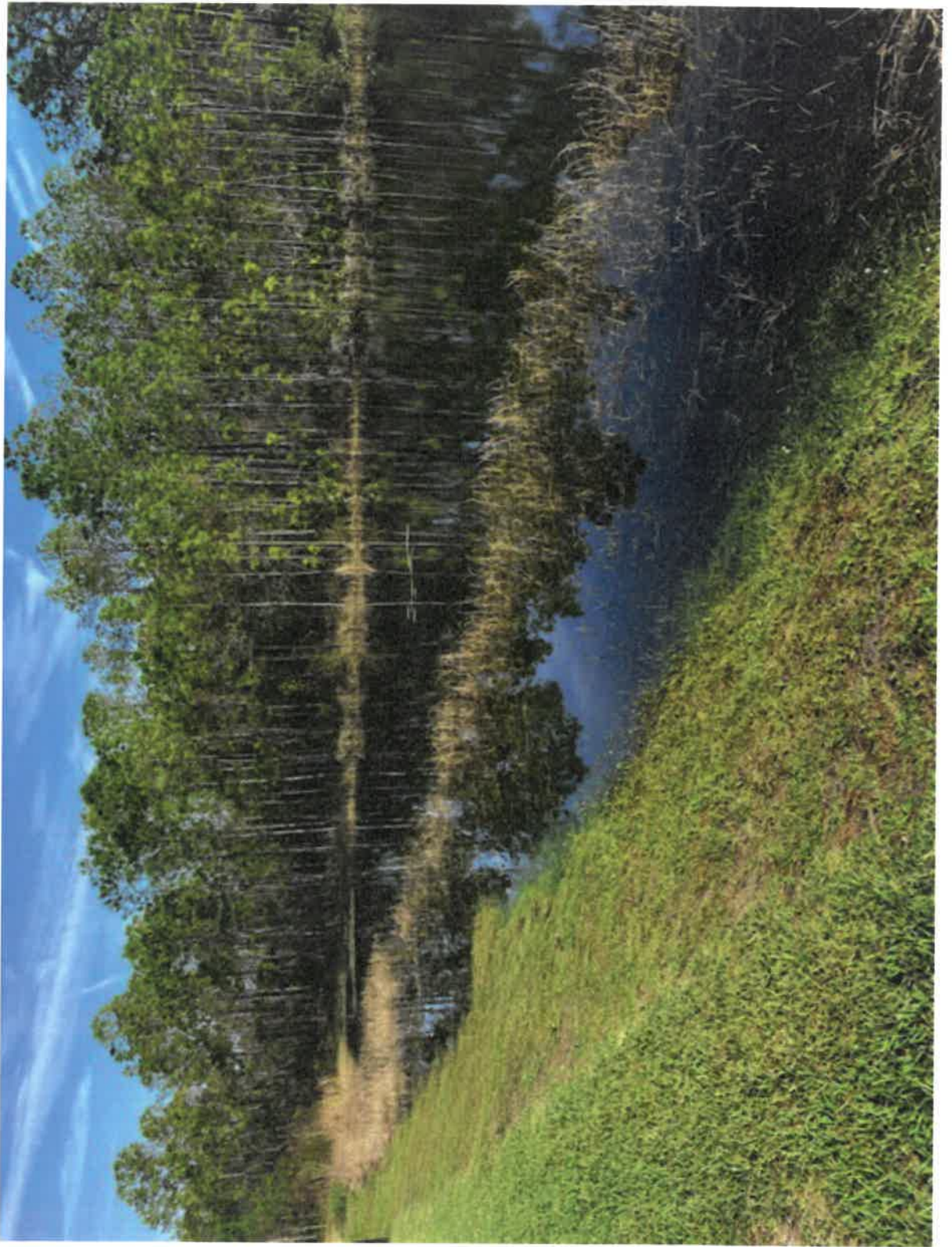
Begin forwarded message:

**From:** Telly Smith <[Telly@appliedaquaticmgmt.com](mailto:Telly@appliedaquaticmgmt.com)>  
**Date:** January 15, 2020 at 4:12:07 PM EST  
**To:** William Viasalyers <[wviasalyers@gmscfl.com](mailto:wviasalyers@gmscfl.com)>  
**Subject:** Deer Run CDD

*Good afternoon William,*

*Our cost for hand removal and disposal of the torpedo grass along the home owners side of the pond near 104-112 Grand Reserve Dr. is \$2,600.00.*

**Telly R. Smith**  
**Applied Aquatic Management**  
**Office: 863-533-8882**  
**Cell: 863-287-1081**  
**[telly@appliedaquaticmgmt.com](mailto:telly@appliedaquaticmgmt.com)**



## SECTION B

# SECTION 1

## Grand Reserve/Deer Run CDD Janitorial Scope of Work

The amenity center is approximately 6,251 SF. Facilities include meeting room, social room, fitness room, elevator, and facilities. Surrounding the facilities are recreational space including pool, pool deck, bocce ball and pickleball courts, and fishing pier.

Frequency: Services are to be rendered 3 days per week.

### Required Janitorial Services

- Maintain the general appearance of all indoor and outdoor spaces.
- General Janitorial scope of service includes, but not limited to the following:
  - Sweep, vacuum and mop all floor types as necessary
  - Clean restroom sinks, mirrors, fixtures, toilets, urinals, etc.
  - Clean interior/exterior windows, baseboards, wipe down walls and doors
  - Wipe down and sanitize fitness equipment
  - Remove trash receptacles both indoor and outdoor and replace trash can liners
  - Restock supplies, paper products, soap, etc. (as needed)
  - Dust, polish and sanitize all appliances, and elevator interior fans, etc.
  - Service will be provided Monday – Friday between the hours of 6:00 am – 5:00

pm

### Detail Breakdown of Interior

#### Fitness Room:

Vacuum floors  
Wipe down all equipment, doors and handles (9 units)  
Clean inside windows (10)  
Dust all AC vent and returns, 2 light/fan fixtures, (1) storage cubby, (6)  
TV/monitors and (2) fans  
Clean 2 Stainless Steel drinking fountains.  
Empty all trash cans and restock wipes

#### Upstairs Patio:

Clean fireplace glass  
Clean TV and décor  
Dust furniture, (6) light fixtures and (1) fan  
Sweep floor

#### Upstairs Lounge:

Lounge:

Vacuum all rugs and carpet



## Grand Reserve/Deer Run CDD Janitorial Scope of Work

décor                      Dust all AC vents and returns, shelves, (2) light fixtures, baseboards, (2)TV's, and

                                Clean (10) windows inside  
                                Wipe down all tables and chairs, shelves, baseboards, trash cans and polish  
furniture

Reset furniture if needed  
Empty trash cans

### Bathrooms (4) in Amenity Center and (2) in Pool Deck Area:

                                Clean and mop all floors  
                                Wipe down all mirrors, countertops, handles, changing tables, drinking fountains  
and stall partitions.

Clean & Sanitize (11) toilets, (8) sinks, (5) urinals and (2) changing stations  
Dust all AC vents, returns, light fixtures and baseboards  
Restock all paper goods  
Empty trash cans

### Multi-purpose "Meeting" Room:

                                Vacuum all rugs and carpet  
                                Dust all AC vents and returns, shelves, light fixtures, curtains, baseboards, Tv's,  
and décor

                                Clean (6) windows interior  
                                Wipe down all tables and chairs, shelves, baseboards, trash cans and polish  
furniture

Reset furniture if needed  
Empty trash cans

### Kitchen/Social Room:

Clean and mop floors  
Wipe down countertops, appliances, trash cans and sinks  
Clean interior windows (5), Glass Doors (8)  
Polish stainless steel (sink, freezer, refrigerator, ice maker)  
Dust all décor, (3) shelves, (2) fans, (7) light fixtures and baseboards  
Empty trash cans

### Downstairs Patio:

Clean TV and décor  
Dust furniture, (5) light fixtures and (2) fans  
Clean tile backsplash  
Clean (2) grills, (2) hood covers and (2) hoods  
Polish appliances and grill hoods  
Wipe down countertops

## Grand Reserve/Deer Run CDD Janitorial Scope of Work

### Entryway/Hallway Elevator Area:

- Clean floors and vacuum rugs
- Wipe down tables, chairs, counters and trash cans
- Clean door handles and doors
- Dust all AC vents and returns, (6) light fixtures in entry and baseboards
- Clean (7) interior doors/windows
- Clean/polish (2) elevator doors (1 upper & 1 lower level) & vacuum carpet inside

elevator

### Stairs & Landing:

- Clean interior windows (1 large & 2 small)
- Dry mop /dust oak floors
- Dust stair rails /spindles

### Office:

- Vacuum floors
- Clean door (1), inside windows (5) and wipe down counters
- Dust baseboards, TV and AC vents
- Empty trash

### Detail Breakdown of Exterior

- Trash removal from outdoor receptacles including all outdoor areas at the facility, including the playing courts and fishing dock.
- Straightening of outdoor pool and patio furniture at the facility.
- Blowing off sand, dirt, debris from pool area, patios, sidewalks, and courts.
- Wiping down exterior pool and patio tables and chairs.
- Clean/change grill filters and clean out grease traps.
- Dusting cobwebs, insects, etc. from soffits, cabanas, pavilions, terraces, etc.
- Spot pressure washing facility ground level (first floor) as needed.

\* District to supply all paper products, soap, trash liners, fitness wipes, supplies, etc.

## SECTION 2



311 South Bay Street  
Bunnell FI 32110

**Office Manager- Ashley L.**

- ❖ Phone (386) 627-5992
- ❖ Email- owner@totalsprayllc.com

**General Manager-Melanie Hesford**

- ❖ Phone (904)982-7583
- ❖ Email- owner@totalsprayllc.com

**Grand Reserve Clubhouse**  
400 Grand Reserve Dr Bunnell FI 32110

**Estimate: 3x per week**

**\$375 per visit- 10 hour time frame (\$1,125)**

**\*Frequency and amount of time is adjustable at peak season. More days and time can be added if needed in the future\***

**Guarantee**

***We want you to be delighted with each cleaning you receive from Total Spraying. If this is ever not the case, we will happily return to reclean the areas in question at no additional charge.***

**Mission Statement**

Total Spraying Cleaning Services pledges to provide the most healthy and clean environment possible. We will do so through the use of the industry's environmentally friendly cleaning methods and best practices. We will stay on the leading edge of cleaning technologies so we can deliver a clean and sanitized environment for your residents. We take pride in our work and customer satisfaction is our #1 priority. We service places such as Regency Plaza, Mandarin Garden Club and do work for several realtors throughout Palm Coast and Jacksonville.



311 South Bay Street  
Bunnell FL 32110

### **Duties requested by Clubhouse**

- Complete scope of work as requested in outline, through rotating duties to fit the allotted time frame.
- Men's restrooms - Wet mop floors, clean glass, counters, sinks, empty trash and replenish paper
- Women's restrooms - wet mop floors, clean glass, counter, sinks, empty trash and replenish paper
- Gym-wipe down and sanitize all equipment and drinking fountains, vacuum floors and mop.
- Pool area- sweep and dispose of trash, empty and sanitize trash bins. Dust fans at least once per month
- General dusting, vacuuming and cleaning of areas and rooms in clubhouse
- Office- vacuum, empty trash bins, sanitize and wipe down surfaces



311 South Bay Street  
Bunnell FI 32110

Through our professionalism and experience, we provide:

- **Chrome Surfaces:** Cleaning chrome requires the removal of surface spots, fingerprints, smudges, etc. with the appropriate chrome polish.
- **Damp Mopping:** Damp mopping requires the use of cotton or similar yarn type string mops that have been mechanically wrung/squeezed to remove excess solution for purposes of removing light soil, dirt, liquid or other foreign material from a floor that does not require the complete mopping of the area or when the area is not soiled sufficiently to require wet mopping.
- **Disinfecting:** Disinfecting is the application of a germicidal solution to surfaces to kill or neutralize 99.9% of the material containing or supporting the growth of bacterial/viral organisms. Surfaces should remain “wet” for a minimum of 10 minutes or per manufacturer’s recommendation.
- **Dispenser Cleaning and Service:** Dispenser cleaning/service requires damp wiping dispensers with a disinfectant, checking/refilling of all towel, toilet tissue, seat covers, soap, or any other dispensers which may be identified by the Contract Administrator.
- **Dusting:** Normal or low dusting includes all levels up to six (6) feet in height. All high dusting will be above six (6) feet high.
- **Entrance Glass:** Cleaning of glass is cleaning the inside and outside glass surfaces and the surrounding boundary of the applicable entrance area.
- **Entrance Mats:** Carpet mats shall be vacuumed with a commercial vacuum before spot cleaning. Entrance mats made of rubber or polyester shall be swept, shaken, vacuumed or washed. Entrance mats shall be lifted, moved to remove soil and moisture underneath, and replaced.
- **Fixtures:** Cleaning of restroom & kitchen fixtures and fountains require the removal of dust, dirt, debris, spots, stains, and smears from sinks, slop sinks, toilets, urinals, and fountains with a germicidal solution.



311 South Bay Street  
Bunnell FL 32110

- **Furniture:** Cleaning of furniture and tables requires dusting and/or damp wiping.
- **Glass/Window:** Glass and window cleaning requires the removal of dirt, soil, smudges, fingerprints, and other foreign material from glass windows, doors, partitions, or any other items, which may consist in whole or part of a glass, or similar material including mirrors.
- **Policing:** Policing is picking up paper, trash, empty bottles, containers, and other discarded materials; spillages, accidents, plumbing failures, and inclement weather.
- **Polishing:** Polishing requires the use of a high-speed floor machine and a clean pad designed for polishing or buffing.
- **Receptacles and Cleaning:** Cleaning and disinfecting receptacles is defined as wiping or washing containers with a germicidal solution and replacing plastic liners.
- **Refrigerators:** Requires cleaning outside surfaces, especially the handles with a germicidal detergent solution.
- **Restrooms:** Cleaning of restrooms requires the removal of trash, cleaning of floors, fixtures, urinals, toilets, receptacles, faucets, handles, dispensers, walls, partition stalls, and doors with a germicidal solution. All glass, chrome, and stainless steel surfaces shall be cleaned and buffed to a shine.
- **Scrubbing:** Machine scrubbing requires the use of mechanized scrubbing/vacuum machines to be more aggressive than wet mopping; this may include large areas such as halls, lobbies, garages, ramps, or similar large areas which would otherwise require extensive labor to complete in a reasonable time period.
- **Shower Curtain/Doors:** Cleaning of curtains/doors requires washing curtains with an approved cleaner that will eliminate fungus and green mold.
- **Sweeping or Dust Mopping:** Sweeping/dust mopping requires the removal of loose dirt, dust, debris, and other foreign material through either manual or mechanized methods, as appropriate for the location and situation.
- **Trash/Waste Removal:** Trash/waste removal requires the collection of all materials, which have been placed into appropriate containers, and taken to a specified site for disposal.
- **Vacuuming:** Vacuuming requires the mechanical removal of loose dust, dirt, soil, debris, and other foreign material from carpeted floors and other items (e.g. couches, chairs, walls, curtains/drapes), which require this method of cleaning.
- **Wet Mopping:** Wet mopping requires the removal of built up dirt, soil, liquids, or other foreign materials from a floor using clean cotton or similar yarn type string mops and mechanically wrung out so as to have sufficient neutral detergent and water solution or disinfecting detergent and water solution. This shall include rinsing if required or as recommended by the detergent manufacturer.



311 South Bay Street  
Bunnell FI 32110

References:

Regency Plaza Condominium- Melissa : 386-441-2101 -3 years

Mandarin Garden Club-Deb Cambell: 904-524-1389 - 2years

Brittany (Realtor): 407-430-6490 - 2 years



## SECTION 3



November 1, 2019

Ernesto Torres  
Property Manager  
Governmental Management Services  
475 W Town Plaza #114  
St Augustine, FL 32092

Dear Ernesto:

Thank you for the opportunity to present the Vanguard Cleaning Systems of Northeast Florida® proposal for arranging commercial cleaning services for **Governmental Management Services** at the **Grand Reserve/Deer Run CDD** facility.

**Vanguard, a national leader** in commercial cleaning since 1984, has over 19,000 accounts and will answer your needs with professional expertise and dedicated service. In addition, we are insured and bonded for your protection.

**Vanguard** will also provide a complete “green” approach to cleaning with our use of microfiber products that dramatically reduce dust, dirt & bacteria. Once you’ve read through this proposal, you should be confident that Vanguard can deliver **Governmental Management Services** a standard of quality that’s hard to beat.

We are extremely confident in our ability to provide service that meets your expectations. Our training and customer service is second to none. In fact, we are so sure you will be satisfied that **we do not ask you to sign a fixed term contract.**

Please let me know if you have any questions for me as I would be happy to clarify any details within this proposal. Thank you again for the opportunity and we look forward to working with **Governmental Management Services** in the future!

Best Regards,

By email

Robert Dondona  
Account Executive  
**904-535-6752**  
[rdondona@vanguardcleaning.com](mailto:rdondona@vanguardcleaning.com)



# Vanguard® Membership

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# The Benefits of the Vanguard® Program of Green Cleaning Quality Standards

## Cleaning For Health

### Breathe Healthier Air

High Filtration Vacuums utilize at least 3 separate filters. These filters capture harmful particles and quickly remove them from your environment.

### A Cleaner, Healthier Office

Many green chemicals are equally effective as standard commercial cleaning chemicals. They typically have fewer toxins and Volatile Organic Compounds (VOCs).

### Microfiber Equipment

Vanguard Cleaning Systems® franchise owners and other select service providers use Microfiber equipment. The result = less chemicals, which reduces waste and exposure. It also means that they clean virtually every room with a clean applicator so that germs don't migrate from one room (the bathroom) into another (your office).

**A healthier work environment helps to improve the overall satisfaction and health of both your employees and customers!**

## Low Environmental Impact

### May Reduce Waste

By using safe chemicals and less of them, Vanguard® franchise owners and other select independent service providers assist customers in minimizing their impact on the environment. Overall, waste output is reduced.

### Minimize Toxins

Green cleaning products are designed to have minimal impact on the environment. They reduce the amount of harmful chemicals from your building waste water.



**Let the Vanguard® program of green cleaning help your company protect ecosystems and conserve natural resources**

### Positive Customer Experience

Be proud and display the fact that you care about the health of your customer and the environment.

### May Reduce Absenteeism

With a healthier office comes a healthier employee. Reduce absenteeism by bringing in the Vanguard® Program of Green Cleaning.



### May Extend the Life of Your Building

Extend the usable life and luster of your building components. By using microfiber and less chemicals you save money both short and long term. Save money by maintaining the expensive parts of your infrastructure.

**The Vanguard® franchise system works to ensure the health, safety, and success of your business. Vanguard franchisees and other independent service providers delivers consistent quality cleaning and clear business value.**

## Vanguard® Green Program Standards

### Green Chemicals

Better for you and better for the environment.

### Microfiber

Removes more dirt than traditional methods.

### High Filtration Vacuums

Remove and capture harmful particles in your office.

### Green Replenishment

You can use recycled paper and liner products. These products can be ordered for you upon request!

## The Vanguard® Way

The Vanguard Cleaning Systems organization of independent businesses is built on ability of trust, integrity, execution and quality that few can match.



## Service Areas

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### Areas to Be Serviced – Amenity Center and Defined Recreational Spaces

/	Cleaning Area – Amenity Center (1 <sup>st</sup> & 2 <sup>nd</sup> floors)
<input checked="" type="checkbox"/>	Entrance Areas
<input checked="" type="checkbox"/>	Lobbies
<input checked="" type="checkbox"/>	Hallways
<input checked="" type="checkbox"/>	Elevator
<input checked="" type="checkbox"/>	Stairways/Landings (2), indoors/outdoors
<input checked="" type="checkbox"/>	Management Office
<input checked="" type="checkbox"/>	Conference/Meeting Room
<input checked="" type="checkbox"/>	Kitchen/Social Room
<input checked="" type="checkbox"/>	Patio/Grill Area
<input checked="" type="checkbox"/>	Fitness Room
<input checked="" type="checkbox"/>	Upstairs Patio Lounge



## Service Areas

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<input checked="" type="checkbox"/>	Upstairs Media Room Lounge
<input checked="" type="checkbox"/>	Restrooms (6), including 2 in pool deck area
/	Cleaning Area - Outdoor Recreational Spaces
<input checked="" type="checkbox"/>	Pool Deck (as noted in scope)
<input checked="" type="checkbox"/>	Bocce Ball Court (trash only)
<input checked="" type="checkbox"/>	Pickle Ball Court (trash only)
<input checked="" type="checkbox"/>	Fishing Pier (trash only)

## Areas Not to Be Serviced

<input checked="" type="checkbox"/>	Swimming Pool
<input checked="" type="checkbox"/>	Storage/Utilities Closets



# The Vanguard® Quality Standard

*Cleaning Systems*

## General Office & Amenity Center Areas

### Services Performed Each Visit...

- Empty all trash receptacles including recycling containers, remove trash/recyclables to a collection point, replace liners as needed, and return trash and recycling receptacles to the proper positions. Client is responsible for liners, which can be purchased through Vanguard.
- Clean entrance glass, including side entrances.
- Vacuum carpeting.
- Clean and polish drinking fountains.
- Dust mop and damp mop hard and resilient floors.
- Spot clean partition glass, removing all fingerprints and smudges each visit.
- Keep janitorial closet clean and neat.
- Lock designated office doors upon completion of cleaning.

### Services Performed Each Week...

- Dust horizontal surfaces of desks, tables, cabinets, credenzas, and window sills, etc. (Papers and folders will not be moved unless prior arrangement is made.)
- Remove cobwebs from ceiling corners.
- Dust and remove debris from metal entrance thresholds.

### Services Performed Each Month...

- Dust all low reach areas including but not limited to chair rungs, moldings, baseboards, wood paneling, door jambs, etc.
- Dust all high reach areas (above eye level – not requiring a ladder to reach) including, not limited to door frames, ceiling vents and grills, partition tops, picture frames, venetian blinds, high shelves, cabinet tops, etc.
- Vacuum upholstered furniture.
- Clean interior windows.

## CONFERENCE/MEETING ROOM, LOUNGES, & SOCIAL ROOM, POOL DECK:

### Services Performed Each Visit...

- Dust furniture and other surfaces that collect dust nightly.
- Clean and polish indoor tables. Wipe down exterior pool and patio tables and chairs.
- Empty trash nightly and replace liners as needed.
- Vacuum carpeted areas.
- Return chairs to proper positions.



# The Vanguard® Quality Standard

*Cleaning Systems*

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE CONTINUED...

## ENTRANCE AND LOBBY AREAS:

### Services Performed Each Visit...

- Clean door handles and doors, including side entrances.
- Dust mop and damp mop floors. Vacuum carpeted areas.
- Clean all entrance and reception glass.
- Dust lobby furniture and damp wipe or polish as necessary.
- Clean glass tables.
- Damp wipe reception counters, spot clean exterior face of reception area.

### Services Performed Each Month...

- Dust Venetian blinds.
- Vacuum all upholstered lobby furniture.

## Restroom Areas:

### Services performed each visit...

- Restock toilet paper, paper towels, hand soap, and other supplies.
- Empty trash containers and replace can liners.
- Dust mop and damp mop and sanitize ceramic and resilient floor surfaces.
- Clean and sanitize sinks, counters, and restroom fixtures including toilet bowls, toilet seats, and urinals.
- Clean and polish mirrors, glass and chrome.

## KITCHEN, PATIO GRILL AREAS:

### Services Performed Each Visit...

- Damp wipe all tables and counter tops.
- Dust mop and damp mop finished floor surfaces. Sweep/Leaf Blow Pavers.
- Clean and disinfect counters and sinks.
- Wipe outside of grills and other appliances.
- Gather all trash for disposal, replace liners.

### Services Performed Each Week...

- Clean inside of microwave. Clean/change grill filters and clean out grease traps.
- Spot clean exterior of cabinets.





# The Vanguard® Quality Standard

*Cleaning Systems*

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE CONTINUED...

## FITNESS ROOM:

### Services Performed Each Visit...

- Wipe down equipment (9 units), doors, and handles.
- Clean and polish mirrors.
- Empty trash nightly and replace liners as needed.
- Vacuum carpeted areas.
- Dust storage cubbies and other surfaces that collect dust nightly.

## STAIRWAYS AND LANDINGS:

### Services Performed Each Visit...

- Vacuum or sweep and damp mop stairs.

### Services Performed Each Week...

- Dust railings, banisters, and ledges moldings.
- Polish metal railings as needed.

## PASSENGER ELEVATORS:

### Services Performed Each Visit...

- Vacuum all carpeting, taking care to get corners and along edges.
- Spot clean interior stainless steel and chrome surface of forward cab wall and doors.
- Spot clean outside surfaces of all elevator doors and frames.

### Services Performed Each Week...

- Vacuum all elevator thresholds.

## OUTDOOR AMENITY CENTER AND RECREATIONAL SPACES:

### Services Performed Each Visit...

- Empty trash nightly and replace liners as needed.
- Blow sand, dirt, loose debris from pool area, patios, sidewalks, and courts as needed.
- Spot pressure wash Amenity Center ground floor area as needed using client's equipment.



# Special Services

## PRICING AND SPECIFICATIONS

CUSTOMER	SPECIFICATIONS	
GMS at Grand Reserve/Deer Run CDD 501 Grand Reserve Drive Bunnell, FL 32110	PRICE	\$1,465.00 per month
	FREQUENCY	Three times per week (M,W,F)
	START TIME	Daytime (Between 6am – 5pm)

## To get started with Vanguard Cleaning:

REVIEW	SIGNATURE	RECOMMENDED	SUBMIT	START
Please review the specifications and pricing presented in this proposal.	Please review and sign the Cleaning Service Agreement on the following page.	We recommend an optional one-time deep clean, to bring your account up to a high standard without delay.	Please fax or email the signed Agreement to Vanguard.  <b>904-332-9070</b>	We will schedule a walk-through with your new Vanguard service provider and start cleaning your facility according to your desired schedule!

## PERIODIC ADVANCED FLOOR AND CARPET CARE ALSO AVAILABLE: CALL FOR PRICING

### Hard Surface Floors

- Machine scrub non-finished grouted floor areas to remove soil from grout. Performed \_\_\_\_\_. Included / Priced separately at a rate of \_\_\_\_\_.
- Spray wax and buff finished resilient tiled floor surfaces. Performed \_\_\_\_\_. Included / Priced separately at a rate of \_\_\_\_\_.
- Scrub and recoat finished resilient tiled floor surfaces. Performed \_\_\_\_\_. Included / Priced separately at a rate of \_\_\_\_\_.
- Strip and wax finished resilient tiled floor surfaces. Performed \_\_\_\_\_. Included / Priced separately at a rate of \_\_\_\_\_.

### Carpets

- Steam clean/extract carpets. Performed \_\_\_\_\_. Included / Priced separately at a rate of \_\_\_\_\_.



## Special Services

The undersigned Client hereby accepts the proposal of Northeast Quality Services d/b/a Vanguard Cleaning Systems of Northeast FL to arrange janitorial services to be performed in Client's premises located at:

501 Grand Reserve Dr.  
Bunnell, FL 32110

With the following terms:

1. Beginning Vanguard Cleaning Systems of Northeast FL ("Company") will arrange for delivery of the professional commercial cleaning services described on the preceding "Service Schedule" **three days per week** at a **monthly cost of \$1,465.00** plus applicable state and local sales tax. Carpet Shampoo, Stripping and Waxing of tiled areas, and Scrubbing and Recoating with wax, are services available upon request at an additional charge.
2. Vanguard will perform all janitorial services specified in the service schedule in a satisfactory manner. In the event of non-performance by Vanguard, client shall first give verbal and/or written notification to Vanguard so that we may attempt to correct the problem.
3. Either Client or Company can cancel this Agreement at any time by giving 30 days advance written notice of cancellation to the other party.
4. All cleaning equipment and supplies are included in the price, with the exception of toiletries, liners and paper supplies, which can be purchased through Company. Please see attached supply list or contact Vanguard for an up to date pricing list.
5. Client will be invoiced on the first of the month for that month's service, with payment due by the 5th of the following month. Payments not received by the 10<sup>th</sup> of the month in which they are due are delinquent and subject to a service charge of 1.5% per month (18% annum). Company can suspend services pending receipt of late payments without liability.
6. Services are not provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, unless separate arrangements are made for an additional charge. The contract price is not pro-rated or reduced for non-performance of scheduled services on the noted holidays.
7. Client will deliver to Company with a signed copy of this Agreement one set of keys for the Service Provider, which will be returned to Client if this Agreement is cancelled, upon payment of final balances due to Vanguard.

Accepted:

\_\_\_\_\_  
Governmental Management Services

\_\_\_\_\_  
Vanguard Cleaning Systems of Northeast Florida

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Governmental Management Services Tax ID Number \_\_\_\_\_



# Special Services

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## Vanguard® Special Services Overview

The following services can be arranged upon request at an additional charge.

### Hard Surface Floors

Hard surface finished floors can be maintained through a scheduled maintenance program incorporating the following elements:

**Strip and Refinishing:** removal of all old floor finish (stripping), thorough cleaning and rinsing of the bare floor surface, and reapplication of several coats of new floor finish to protect the floor from damage and optimize appearance.

**Scrub and Recoat:** Periodic interim maintenance involving removal of top layer of floor finish, thorough cleaning of the floor, and reapplication of finish. Performance of Scrub and Recoat jobs extends the useful life of the floor finish, saving money by reducing the frequency of more costly Strip and Refinish jobs. Also, Scrubbing and Recoating is the environmentally responsible alternative to Stripping and Refinishing, as it minimizes the need for harmful stripping chemicals.

**Spray Buffing or High Speed Burnishing:** Restores shine to finished floors to keep them looking their best. Depending on the traffic and requirements of the facility, Buffing or Burnishing may be performed anywhere from quarterly (low traffic areas) to monthly (typical office building lobbies and hallways) or more frequently (hospitals, supermarkets and other retail environments).

### Carpet Cleaning

Periodically carpet cleaning is advisable to extend the carpet life and keep it looking great. Vanguard franchisees can provide your facility with several carpet cleaning options.

**Extraction:** Hot water with cleaning solution is sprayed onto the carpets, agitated into the carpet fibers, and vacuumed out.

**Shampoo:** In buildings where it is not possible to avoid walking on the carpets for 5-6 hours, shampooing allows for quicker drying of the carpet than extraction. .

**Bonnet cleaning:** This is an interim maintenance method that is often utilized for high traffic areas to keep the appearance clean in between more intensive cleanings.

**Dry methods:** May be best for carpets that are more prone to moisture damage or that have round-the-clock foot traffic.



# Supplies

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You can order toiletries, paper towels, soap, etc., through the Vanguard® Regional Office at a competitive price!

Instead of going to Costco or driving to a nearby janitorial supply store, these products can be drop shipped directly to your facility. Our prices are competitive and your Vanguard franchisee or other Service Provider can stock these items in your restrooms, etc.

This can be initiated either by a fax order or by contacting the Vanguard Regional Office. If you have any questions, please call the Vanguard Regional Office.

A sample of our prices include the following:

Facial Tissue, 30 case
Toilet Tissue, 2ply, 96 case
Roll Towels, white (household style), 30 case
Roll Towels, coromatic
Singlefold Towels, natural, 12 case/4000 sheets
Singlefold Towels, white, 12 case/3000 sheets
Multifold Towels, white, 12 case/4000 sheets
Multifold Towels, bleached, 12 case/3000 sheets
C-Fold Towels, emb/white, 16 case
Seat Covers, ½ Fold, 250 pack, 20 pks/case
Tampons, 500 case
Sanitary Napkins #4, 250 case

Please Call for an Up to Date Price List

## SECTION VII

## SECTION C

# SECTION 1



# DEER RUN COMMUNITY DEVELOPMT DISTRICT

## Summary of Check Register

August 21, 2019 to November 30, 2019

Fund	Date	Check Number	Amount
General Fund			
	8/21/19	1018-1025	\$24,829.59
	8/29/19	1026-1028	\$3,858.03
	9/6/19	1029	\$440.56
	9/13/19	1030-1033	\$4,778.18
	9/17/19	1034-1036	\$2,002.97
	10/3/19	1037-1039	\$666.96
	10/10/19	1040-1042	\$1,812.81
	10/15/19	1043	\$3,873.22
	10/18/19	1044-1045	\$191.13
	10/31/19	1046-1049	\$5,032.17
	11/1/19	1050-1052	\$32,568.54
	11/5/19	1054-1063	\$25,801.16
	11/15/19	1064-1065	\$5,143.82
	11/21/19	1066-1067	\$631.39
Total			\$111,630.53

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO, YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
8/21/19	00003	8/08/19	I0233587	201907	310-51300-48000				DAYTONA NEWS-JOURNAL	*	347.10	347.10 001018
8/21/19	00035	8/20/19	08202019	201908	300-20700-10100				DEER RUN CDD C/O REGIONS BANK	*	1,994.00	1,994.00 001019
8/21/19	00033	8/15/19	9107	201908	320-53800-45000				PROPERTY INSURANCE	*	3,458.00	3,458.00 001020
8/21/19	00044	4/25/19	04252019	201904	300-20700-10200				EGIS INSURANCE ADVISORS, LLC	*	32.14	32.14 001021
8/21/19	00044	4/30/19	04302019	201904	300-20700-10200				COMMISSIONS DUE 4/25/19	*	102.46	102.46 001022
8/21/19	00001	8/02/19	CF0241	201908	310-51300-51000				FLAGLER COUNTY TAX COLLECTOR	*	729.44	729.44 001023
8/21/19	00034	8/09/19	72473	201908	310-51300-32300				GOVERNMENTAL MANAGEMENT SERVICES	*	3,500.00	3,500.00 001024
8/21/19	00056	7/10/19	1	201907	320-53800-12100				REGIONS BANK	*	2,336.96	2,336.96 001025
8/21/19	00042	8/01/19	PC 41657	201908	320-53800-46000				RIVERSIDE MANAGEMENT SERVICES, INC	*	8,722.86	8,722.86 001026
8/21/19	00027	8/23/19	60613-58	201908	320-53800-43000				YELLOWSTONE LANDSCAPE	*	12.27	12.27 001027
8/21/19	00004	8/22/19	109375	201907	310-51300-31500				FLORIDA POWER & LIGHT COMPANY	*	2,315.00	2,315.00 001028
8/21/19	00004	8/22/19	109375	201907	310-51300-31500				REVIEW AGRMNTS/POLICIES	*	2,315.00	2,315.00 001029
8/21/19	00004	8/22/19	109375	201907	310-51300-31500				HOPPING GREEN & SAMS	*	2,315.00	2,315.00 001030
8/21/19	00004	8/22/19	109375	201907	310-51300-31500				DRUN DEER RUN	*	2,315.00	2,315.00 001031
8/21/19	00004	8/22/19	109375	201907	310-51300-31500				IARAUJO	*	2,315.00	2,315.00 001032

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	EXPENSED TO... DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK....#
8/29/19	00056	8/19/19	3	201907 320-53800-57000			OFFICE SUPPLIES	*	682.74	
8/19/19	3	201907 320-53800-53000		OPERATING SUPPLIES				*	848.02	
9/06/19	00007	8/28/19	01-0060-	201908 320-53800-43100			100 GRAND RESERVE PKWY	*	84.34	
8/28/19		01-0060-	201907 320-53800-43100				100 GRAND RESERVE PKWY	*	277.11	
8/28/19		01-0061-	201908 320-53800-43100				GRAND RESERVE & US1 FOUNT	*	18.46	
8/28/19		01-0061-	201907 320-53800-43100				GRAND RESERVE & US1 FOUNT	*	60.65	
9/13/19	00055	8/31/19	29551999	201909 320-53800-41000			INTERNET/PHONE SEP19	*	394.21	
9/13/19	00002	8/27/19	6-719-95	201908 310-51300-42000			AT&T	*	36.01	
9/03/19		6-726-23	201908 310-51300-42000				DELIVERY 8/28/19	*	26.11	
9/13/19	00027	9/01/19	18001961	201909 320-53800-43000			STREET LIGHTS SEP19	*	902.00	
9/06/19		13496-61	201908 320-53800-43000				99 GRAND RESERVE DR ENTR	*	125.94	
9/06/19		32999-54	201908 320-53800-43000				DECORATIVE LGTNG OAK BRNC	*	1,707.14	
9/06/19		49885-91	201908 320-53800-43000				410 GRAND RESERVE DR B	*	1,415.14	
9/06/19		68588-21	201908 320-53800-43000				100 GRAND RESERVE DR ENT	*	105.29	
9/13/19	00048	8/28/19	08282019	201908 310-51300-42600			MEETING MILEAGE 8/28/19	*	66.34	
9/17/19	00007	8/28/19	06-0231-	201907 320-53800-43110			501 GRAND RESERVE DR AMEN	*	388.67	
8/28/19		06-0231-	201908 320-53800-43110				501 GRAND RESERVE DR AMEN	*	118.29	
9/13/19							CITY OF BUNNELL		506.96	

DRUN DEER RUN IARAUTO

FLORIDA POWER & LIGHT COMPANY

JAN DOAN

CITY OF BUNNELL

DRUN DEER RUN IARAUTO

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
9/17/19	00027	9/06/19	31538-38	201908	320-53800-43010			FLORIDA POWER & LIGHT COMPANY	*	1,450.89	1,450.89 001035
			501 GRAND RESERVE DR AMEN								
9/17/19	00057	9/05/19	22100728	201908	320-53800-43200			TECO	*	45.12	45.12
			501 GRAND RESERVE DR AMEN								
10/03/19	00007	9/27/19	01-0060-	201908	320-53800-43100				*	258.34	45.12 001036
			100 GRAND RESERVE PKWY								
9/27/19	01-0060-	201909	320-53800-43100						*	64.64	
			100 GRAND RESERVE PKWY								
9/27/19	01-0061-	201909	320-53800-43100						*	13.77	
			GRAND RESERVE & US1 FOUNT								
9/27/19	01-0061-	201908	320-53800-43100						*	55.06	
			GRAND RESERVE & US1 FOUNT								
								CITY OF BUNNELL			391.81 001037
10/03/19	00003	9/25/19	10234082	201909	310-51300-48000				*	262.58	
			BOARD MTG FY20 DATES 9/25								
								DAYTONA NEWS-JOURNAL			262.58 001038
10/03/19	00027	9/24/19	60613-58	201909	320-53800-43000				*	12.57	
			22 SAND WEDGE LN								
								FLORIDA POWER & LIGHT COMPANY			12.57 001039
10/10/19	00007	9/27/19	06-0231-	201908	320-53800-43110				*	262.09	
			501 GRAND RESERVE DR								
9/27/19	06-0231-	201909	320-53800-43110						*	65.52	
			501 GRAND RESERVE DR								
								CITY OF BUNNELL			327.61 001040
10/10/19	00027	9/25/19	70663-60	201909	320-53800-43010				*	522.31	
			501 GRAND RESERVE DR								
10/01/19	18001986	201910	320-53800-43000						*	902.00	
			STREET LIGHTS OCT19								
								FLORIDA POWER & LIGHT COMPANY			1,424.31 001041
10/10/19	00057	9/30/19	22100728	201909	320-53800-43200				*	60.89	
			501 GRAND RESERVE-AMENITY								
								TECO			60.89 001042
10/15/19	00027	10/07/19	13496-61	201909	320-53800-43000				*	34.42	
			99 GRAND RESERVE DR # ENT								
10/07/19	31538-38	201909	320-53800-43010						*	814.65	
			501 GRAND RESERVE DR AMEN								

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\*\*\* CHECK DATES 08/21/2019 - 11/30/2019 \*\*\* YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/15/20 PAGE 4

DEER RUN CDD - GENERAL FUND  
BANK A DEER RUN CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	EXPENSED TO...	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
10/07/19	32999-54	201909	320-53800-43000	DECORATIVE LGTING # OAK						*	1,707.14	
10/07/19	49885-91	201909	320-53800-43000	410 GRAND RESERVE DR # B						*	1,215.21	
10/07/19	68588-21	201909	320-53800-43000	100 GRAND RESERVE DRIVE						*	101.80	
10/18/19	00055	9/30/19	29551999	201910 320-53800-41000					FLORIDA POWER & LIGHT COMPANY	*	165.33	3,873.22 001043
				INTERNET/PHONE AMEN OCT19								
10/18/19	00002	10/08/19	6-760-68	201910 310-51300-42000					AT&T	*	25.80	165.33 001044
				DELIVERY 10/03/19								
10/31/19	00051	8/31/19	179761	201908 320-53800-47000					FEDEX	*	110.00	25.80 001045
				ENTRANCE POND MAINT AUG19								
		8/31/19	179762	201908 320-53800-47000						*	1,170.00	
				17 PONDS MAINT AUG19								
10/31/19	00058	9/01/19	1008	201909 320-53800-51000					APPLIED AQUATIC MANAGEMENT, INC.	*	519.90	1,280.00 001046
				SECURITY MONITORING SEP19								
		9/01/19	1008A	201910 320-53800-51000						*	2,599.50	
				SECURITY MONITORING FY20								
10/31/19	00007	9/27/19	06-0231-	201909 320-53800-43110					ALPHADOG AUDIO, VIDEO & SECURITY, LLC	*	32.77	3,119.40 001047
				501 GRAND RESERVE DR								
10/31/19	00059	8/31/19	11129558	201908 320-53800-48100					CITY OF BUNNELL	*	600.00	32.77 001048
				BLEACH/POOL ACID/DELIVERY								
11/01/19	00007	10/28/19	01-0060-	201909 320-53800-43100					POOLSURE	*	561.79	600.00 001049
				100 GRAND RESERVE PKWY								
		10/28/19	01-0060-	201910 320-53800-43100						*	140.45	
				100 GRAND RESERVE PKWY								
		10/28/19	01-0061-	201909 320-53800-43100						*	34.64	
				GRAND RESERVE & US1 FOUNT								
		10/28/19	01-0061-	201910 320-53800-43100						*	8.66	
				GRAND RESERVE & US1 FOUNT								
									CITY OF BUNNELL			745.54 001050
									DRUN DEER RUN			
									IARAUJO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	.....EXPENSED TO.... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/01/19	00063	10/26/19	EST-0003 201910 320-53800-59100 HOLIDAY LIGHTS DEP-AMEN		DREAM LIGHTS OF FLORIDA LLC	*	1,970.00	1,970.00 001051
11/01/19	00033	9/11/19	9470 GEN LIAB/PROP INSURE FY20			*	29,853.00	29,853.00
11/05/19	00033	9/11/19	9470A GENERAL LIABILITY FY20		EGIS INSURANCE ADVISORS, LLC	*	6,027.00	29,853.00 001052
11/05/19	00051	9/24/19	180126 QRTLY SRVC DITCH OCT19		EGIS INSURANCE ADVISORS, LLC	*	495.00	6,027.00 001053
9/30/19	180410	201909	320-53800-47000 ENTRANCE POND MAINT SEP19			*	110.00	
9/30/19	180411	201909	320-53800-47000 17 PONDS MAINT SEP19			*	1,170.00	
11/05/19	00041	10/01/19	74410 SPECIAL DISTRICT FEE FY20		APPLIED AQUATIC MANAGEMENT, INC.	*	175.00	1,775.00 001054
11/05/19	00043	9/17/19	1741765 PROF ENG SERVICES AUG19		DEPARTMENT OF ECONOMIC OPPORTUNITY	*	2,325.00	175.00 001055
11/05/19	00054	9/25/19	2 AMORT SCHED 11-1-19		DEWBERRY ENGINEERS INC.	*	500.00	2,325.00 001056
11/05/19	00027	10/24/19	60613-58 22 SAND WEDGE LN		DISCLOSURE SERVICES	*	12.57	500.00 001057
11/05/19	00001	9/01/19	242 MANAGEMENT FEES SEP19		FLORIDA POWER & LIGHT COMPANY	*	2,500.00	12.57 001058
9/01/19	242	201909	310-51300-35100 TECHNOLOGY FEES SEP19			*	83.33	
9/01/19	242	201909	310-51300-31300 DISSEMINATION SRVC SEP19			*	208.33	
9/01/19	242	201909	310-51300-51000 OFFICE SUPPLIES			*	21.19	
9/01/19	242	201909	310-51300-42000 POSTAGE			*	108.69	

DRUN DEER RUN IARAUJO

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	EXPENSED TO DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/05/19	00061	9/01/19	242	COPIES	201909	310-51300-42500			*	309.30	
11/05/19		9/01/19	243	FIELD MANAGEMENT SEP19	201909	320-53800-12000			*	1,250.00	
11/05/19		9/01/19	243	AMENITY AT&T SRVC	201909	320-53800-41000			*	169.94	
11/05/19		9/15/19	244	ASSESSMENT CERT FY20	201910	310-51300-31700			*	2,500.00	
11/05/19		9/30/19	41085	OPENING AMENITY BANNER	201909	320-53800-59000		GOVERNMENTAL MANAGEMENT SERVICES	*	90.00	7,150.78 001059
11/05/19	00059	9/16/19	11129558	BLEACH/CHLORIDE/DELIVERY	201909	320-53800-48100		GIGLIO SIGNS, INC	*	650.88	90.00 001060
11/05/19	00056	9/01/19	4	FACILITY MANAGEMENT SEP19	201909	320-53800-12100		POOLSURE	*	3,016.00	650.88 001061
11/05/19		9/16/19	6	POOL MAINTENANCE AUG19	201908	320-53800-48000			*	627.09	
11/05/19		9/18/19	7	HURRICANE PREP	201908	320-53800-59200			*	678.95	
11/05/19		9/18/19	7	OFFICE SUPPLIES-AMENITY	201908	320-53800-57000			*	497.00	
11/05/19		9/18/19	7	OPERATING SUPPLIES-AMEN	201908	320-53800-53000			*	1,590.89	
11/05/19	00042	6/30/19	PC 32275	IRRIGATION REPLACEMENT	201906	320-53800-46200		RIVERSIDE MANAGEMENT SERVICES, INC	*	685.00	6,409.93 001062
11/15/19	00055	10/31/19	29551999	INTERNET/PHONE AMEN NOV19	201911	320-53800-41000		YELLOWSTONE LANDSCAPE	*	174.58	685.00 001063
11/15/19	00027	11/01/19	18002012	STREET LIGHTS NOV19	201911	320-53800-43000		AT&T	*	902.00	174.58 001064
11/05/19		11/05/19	13496-61	99 GRAND RESERVE DR ENTR	201910	320-53800-43000			*	175.89	
11/05/19		11/05/19	31538-38	501 GRAND RESERVE DR AMEN	201910	320-53800-43010			*	1,205.19	
11/05/19		11/05/19	32999-54	DECORATIVE LGTNG OAK	201910	320-53800-43000			*	1,699.20	

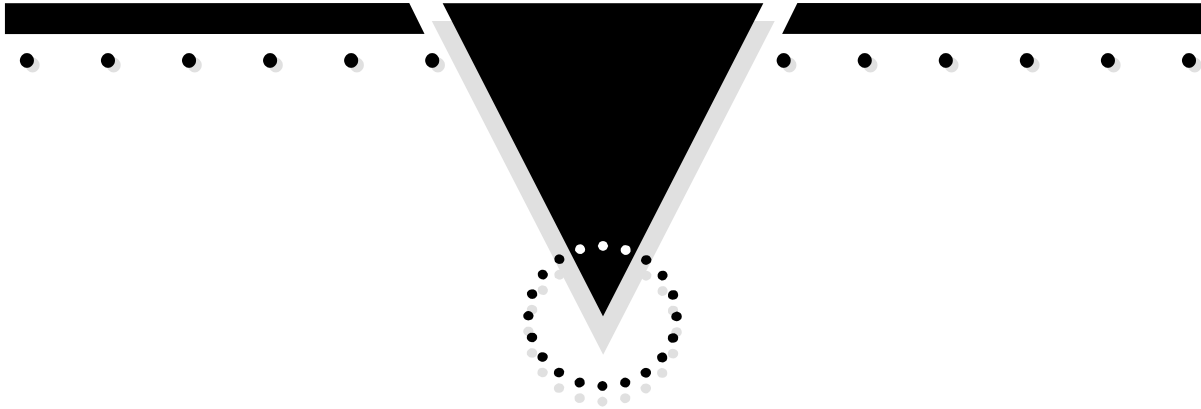
DRUN DEER RUN IARAUAJO

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	...CHECK... AMOUNT #
11/05/19	49885-91	201910	320-53800-43000						*	888.58	
			410 GRAND RESERVE DR								
11/05/19	68588-21	201910	320-53800-43000						*	98.38	
			100 GRAND RESERVE DR ENT								
								FLORIDA POWER & LIGHT COMPANY			4,969.24 001065
11/21/19	00036	10/08/19	6149-10-	201909	310-51300-31200				*	450.00	
			ARBITRAGE-SER.2018								
								AMTEC			
11/21/19	00065	11/19/19	36910710	201911	320-53800-41000				*	181.39	450.00 001066
			AMENITY CENTER TV NOV19								
								DIRECT TV			181.39 001067
								TOTAL FOR BANK A		111,630.53	
								TOTAL FOR REGISTER		111,630.53	

DRUN DEER RUN IARAUJO



## SECTION 2



# Deer Run

## Community Development District

Unaudited Financial Reporting  
November 30, 2019



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**DEER RUN**  
**COMMUNITY DEVELOPMENT DISTRICT**  
 COMBINED BALANCE SHEET  
 For The Period Ending November 30, 2019

GOVERNMENTAL FUND

<i>ASSETS</i>	<u>GENERAL</u>		<u>DEBT SERVICE</u>	<u>CAPITAL PROJECTS</u>	<u>TOTALS</u>
CASH	\$11,014	\$11,050	-----	-----	\$22,064
INVESTMENTS					
<u>SERIES 2008</u>					
RESERVE	-----	-----	\$56	-----	\$56
REVENUE	-----	-----	\$557	-----	\$557
CONSTRUCTION	-----	-----	-----	\$0	\$0
<u>SERIES 2018</u>					
RESERVE	-----	-----	\$412,401	-----	\$412,401
REVENUE	-----	-----	\$19,343	-----	\$19,343
INTEREST	-----	-----	\$34	-----	\$34
PREPAYMENT	-----	-----	\$43,173	-----	\$43,173
SINKING FUND	-----	-----	\$12	-----	\$12
CONSTRUCTION	-----	-----	-----	\$8,606	\$8,606
COST OF ISSUANCE	-----	-----	-----	\$19,269	\$19,269
DUE FROM GENERAL FUND	-----	-----	\$863	-----	\$863
<b>TOTAL ASSETS</b>	<b>\$11,014</b>	<b>\$11,050</b>	<b>\$476,440</b>	<b>\$27,875</b>	<b>\$526,379</b>

*LIABILITIES*

ACCOUNTS PAYABLE	\$98,358	-----	-----	-----	\$98,358
UNEARNED REVENUE	-----	\$21,450	-----	-----	\$21,450
DUE TO DEBT SERVICE	\$863	-----	-----	-----	\$863

*FUND EQUITY*

FUND BALANCES					
UNASSIGNED	(\$88,207)	(\$10,400)	-----	-----	(\$98,607)
RESERVED FOR DEBT SERVICE 2008	-----	-----	\$613	-----	\$613
RESERVED FOR DEBT SERVICE 2018	-----	-----	\$475,826	-----	\$475,826
RESERVED FOR CAPITAL PROJECTS 2008	-----	-----	-----	\$0	\$0
RESERVED FOR CAPITAL PROJECTS 2018	-----	-----	-----	\$27,875	\$27,875
<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b>\$11,014</b>	<b>\$11,050</b>	<b>\$476,440</b>	<b>\$27,875</b>	<b>\$526,379</b>

# Deer Run

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

#### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending November 30, 2019

	BUDGET	PRORATED BUDGET Thru 11/30/19	ACTUAL Thru 11/30/19	VARIANCE
<b><u>REVENUES:</u></b>				
ASSESSMENTS - TAX ROLL	\$177,844	\$0	\$0	\$0
ASSESSMENTS - DIRECT	\$388,976	\$38,480	\$38,480	\$0
GOLF COURSE LAKE MAINTENANCE CONTRIBUTIONS	\$4,800	\$0	\$0	\$0
MISCELLANEOUS INCOME	\$0	\$0	\$200	\$200
<b>TOTAL REVENUES</b>	<b>\$571,620</b>	<b>\$38,480</b>	<b>\$38,680</b>	<b>\$200</b>
<b><u>EXPENDITURES:</u></b>				
<b><i>ADMINISTRATIVE</i></b>				
SUPERVISOR FEES	\$4,000	\$667	\$0	\$667
FICA EXPENSE	\$306	\$51	\$0	\$51
ENGINEERING	\$3,550	\$592	\$0	\$592
DISSEMINATION	\$2,500	\$417	\$417	\$0
ATTORNEY	\$12,000	\$2,000	\$2,081	(\$81)
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	\$30,900	\$5,150	\$5,150	\$0
INFORMATION TECHNOLOGY	\$1,000	\$167	\$167	\$0
TELEPHONE	\$100	\$17	\$0	\$17
POSTAGE	\$600	\$100	\$69	\$31
INSURANCE	\$6,500	\$6,500	\$6,027	\$473
PRINTING & BINDING	\$800	\$133	\$6	\$128
TRAVEL PER DIEM	\$600	\$100	\$0	\$100
LEGAL ADVERTISING	\$1,000	\$167	\$0	\$167
OTHER CURRENT CHARGES	\$800	\$133	\$586	(\$453)
OFFICE SUPPLIES	\$100	\$17	\$0	\$17
DUES, LICENSE, & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b>\$74,651</b>	<b>\$18,884</b>	<b>\$17,177</b>	<b>\$1,708</b>
<b><i>MAINTENANCE</i></b>				
FIELD MANAGEMENT	\$30,000	\$5,000	\$5,000	\$0
ELECTRIC	\$39,500	\$6,583	\$7,554	(\$970)
WATER & SEWER	\$10,000	\$1,667	\$845	\$822
LANDSCAPE MAINTENANCE	\$100,000	\$16,667	\$17,446	(\$779)
LANDSCAPE CONTINGENCY	\$6,000	\$1,000	\$0	\$1,000
LAKE MAINTENANCE	\$23,520	\$3,920	\$4,635	(\$715)
WATER FEATURE MAINTENANCE	\$12,500	\$2,083	\$569	\$1,514
IRRIGATION REPAIRS	\$10,000	\$1,667	\$1,314	\$353
CONTINGENCY	\$1,300	\$217	\$60	\$157
<b>TOTAL MAINTENANCE</b>	<b>\$232,819</b>	<b>\$38,803</b>	<b>\$37,422</b>	<b>\$1,381</b>

# Deer Run

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending November 30, 2019

	BUDGET	PRORATED BUDGET Thru 11/30/19	ACTUAL Thru 11/30/19	VARIANCE
<b>AMENITY CENTER</b>				
AMENITY MANAGEMENT	\$78,750	\$13,125	\$10,000	\$3,125
PROPERTY INSURANCE	\$15,000	\$15,000	\$29,853	(\$14,853)
POOL MAINTENANCE	\$18,492	\$3,082	\$2,508	\$574
POOL CHEMICALS	\$9,000	\$1,500	\$1,013	\$488
JANITORIAL SERVICES	\$18,720	\$3,120	\$3,120	\$0
PEST CONTROL	\$2,500	\$417	\$161	\$256
FACILITIES MAINTENANCE	\$25,000	\$4,167	\$1,680	\$2,487
CABLE/ INTERNET/PHONE	\$4,200	\$700	\$917	(\$217)
ELECTRIC - AMENITIES	\$30,000	\$5,000	\$2,346	\$2,654
WATER & SEWER AMENITIES	\$3,600	\$600	\$689	(\$89)
GAS SERVICE	\$500	\$83	\$213	(\$130)
TRASH REMOVAL	\$2,400	\$400	\$0	\$400
SECURITY MONITORING	\$1,500	\$250	\$2,600	(\$2,350)
ACCESS CARDS	\$1,000	\$167	\$0	\$167
OPERATING SUPPLIES	\$1,000	\$167	\$82	\$85
AMENITY REPAIRS & MAINTENANCE	\$5,000	\$833	\$1,030	(\$197)
POOL REPAIRS & MAINTENANCE	\$5,000	\$833	\$87	\$746
SPECIAL EVENTS	\$15,000	\$2,500	\$2,841	(\$341)
HOLIDAY DÉCOR	\$4,000	\$2,000	\$1,970	\$30
FITNESS CENTER REPAIRS & MAINTENANCE	\$2,500	\$417	\$0	\$417
OFFICE SUPPLIES	\$1,000	\$167	\$391	(\$225)
ASCAP/BMI LICENSES	\$1,200	\$200	\$0	\$200
CONTINGENCY	\$18,788	\$3,131	\$2,479	\$652
<b>TOTAL AMENITY CENTER</b>	<b>\$264,150</b>	<b>\$57,858</b>	<b>\$63,980</b>	<b>(\$6,121)</b>
<b>TOTAL EXPENDITURES</b>	<b>\$571,620</b>	<b>\$115,546</b>	<b>\$118,578</b>	<b>(\$3,033)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$0)</b>		<b>(\$79,899)</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>		<b>(\$8,308)</b>	
<b>FUND BALANCE - ENDING</b>	<b>(\$0)</b>		<b>(\$88,207)</b>	

# DEER RUN COMMUNITY DEVELOPMENT DISTRICT

## SETTLEMENT MONITORING FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending November 30, 2019

	SETTLEMENT MONITORING BUDGET	PRORATED BUDGET Thru 11/30/19	ACTUAL Thru 11/30/19	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>\$0</b>		<b>(\$10,400)</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>(\$10,400)</b>	

# DEER RUN COMMUNITY DEVELOPMENT DISTRICT

## DEBT SERVICE FUND SERIES 2008

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending November 30, 2019

	DEBT SERVICE BUDGET	PRORATED BUDGET Thru 11/30/19	ACTUAL Thru 11/30/19	VARIANCE
<b><u>REVENUES:</u></b>				
ASSESSMENTS - TAX COLLECTOR	\$0	\$0	\$0	\$0
INTEREST	\$0	\$0	\$2	\$2
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2</b>	<b>\$2</b>
<b><u>EXPENDITURES:</u></b>				
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>\$2</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>		<b>\$611</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>\$613</b>	



# DEER RUN COMMUNITY DEVELOPMENT DISTRICT

## DEBT SERVICE FUND SERIES 2018

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending November 30, 2019

	DEBT SERVICE BUDGET	PRORATED BUDGET Thru 11/30/19	ACTUAL Thru 11/30/19	VARIANCE
<b><u>REVENUES:</u></b>				
ASSESSMENTS - TAX ROLL	\$143,880	\$0	\$0	\$0
ASSESSMENTS - DIRECT	\$661,260	\$0	\$0	\$0
PREPAYMENTS	\$0	\$0	\$0	\$0
INTEREST	\$4,000	\$667	\$4,469	\$3,803
<b>TOTAL REVENUES</b>	<b>\$809,140</b>	<b>\$667</b>	<b>\$4,469</b>	<b>\$3,803</b>
<b><u>EXPENDITURES:</u></b>				
INTEREST EXPENSE 11/01	\$286,245	\$286,245	\$286,245	\$0
PRINCIPAL EXPENSE 05/01	\$205,000	\$0	\$0	\$0
INTEREST EXPENSE 05/01	\$286,245	\$0	\$0	\$0
PREPAYMENT EXPENSE 11/01	\$0	\$0	\$895,000	(\$895,000)
<b>TOTAL EXPENDITURES</b>	<b>\$777,490</b>	<b>\$286,245</b>	<b>\$1,181,245</b>	<b>(\$895,000)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$31,650</b>		<b>(\$1,176,776)</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$308,576</b>		<b>\$1,652,602</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$340,226</b>		<b>\$475,826</b>	

# DEER RUN COMMUNITY DEVELOPMENT DISTRICT

## CAPITAL PROJECTS FUND SERIES 2008

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending November 30, 2019

	CONSTRUCTION FUND BUDGET	PRORATED BUDGET Thru 11/30/19	ACTUAL Thru 11/30/19	VARIANCE
<b><u>REVENUES:</u></b>				
INTEREST	\$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>				
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, and Changes in Fund Balance  
For The Period Ending November 30, 2019

	CONSTRUCTION FUND BUDGET	PRORATED BUDGET Thru 11/30/19	ACTUAL Thru 11/30/19	VARIANCE
<b><u>REVENUES:</u></b>				
INTEREST	\$0	\$0	\$83	\$83
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$83</b>	<b>\$83</b>
<b><u>EXPENDITURES:</u></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>\$83</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>		<b>\$27,792</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>\$27,875</b>	

**Deer Run  
Community Development District**

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
<b>REVENUES:</b>													
ASSESSMENTS - TAX ROLL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENTS - DIRECT	\$38,480	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,480
GOLF COURSE LAKE MAINTENANCE CONTRIBUTION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS INCOME	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
<b>TOTAL REVENUES</b>	<b>\$38,480</b>	<b>\$200</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>\$38,680</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	\$208	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417
ATTORNEY	\$0	\$2,081	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,081
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	\$2,575	\$2,575	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,150
COMPUTER TIME	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$51	\$18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$69
INSURANCE	\$6,027	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,027
PRINTING & BINDING	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6
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	\$543	\$43	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$586
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>TOTAL ADMINISTRATIVE</b>	<b>\$12,168</b>	<b>\$5,009</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>\$17,177</b>
<b>MAINTENANCE</b>													
FIELD MANAGEMENT	\$2,500	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
ELECTRIC	\$3,777	\$3,777	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,554
WATER & SEWER	\$647	\$198	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$845
LANDSCAPE MAINTENANCE	\$8,723	\$8,723	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,446
LANDSCAPE CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAKE MAINTENANCE	\$2,565	\$2,070	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,635
WATER FEATURE MAINTENANCE	\$569	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$569
IRRIGATION REPAIRS	\$1,314	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,314
CONTINGENCY	\$60	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60
<b>TOTAL MAINTENANCE</b>	<b>\$20,155</b>	<b>\$17,267</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>\$37,422</b>
<b>AMENITY CENTER</b>													
AMENITY MANAGEMENT	\$5,000	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
PROPERTY INSURANCE	\$29,853	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,853
POOL MAINTENANCE	\$1,254	\$1,254	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,508
POOL CHEMICALS	\$773	\$240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,013
JANITORIAL SERVICES	\$1,560	\$1,560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,120
PEST CONTROL	\$80	\$81	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$161
FACILITIES MAINTENANCE	\$770	\$910	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,680
CABLE/ INTERNET/PHONE	\$561	\$356	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$917
ELECTRIC - AMENITIES	\$1,205	\$1,141	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,346
WATER & SEWER AMENITIES	\$350	\$339	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$689
GAS SERVICE	\$165	\$48	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$213
TRASH REMOVAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURITY MONITORING	\$2,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,600
ACCESS CARDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING SUPPLIES	\$0	\$82	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$82
AMENITY REPAIRS & MAINTENANCE	\$417	\$613	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,030
POOL REPAIRS & MAINTENANCE	\$0	\$87	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$87
SPECIAL EVENTS	\$1,721	\$1,120	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,841
HOLIDAY DÉCOR	\$1,970	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,970
FITNESS CENTER REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$198	\$193	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$391
ASCAP/BMI LICENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$2,018	\$461	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,479
<b>TOTAL AMENITY CENTER</b>	<b>\$50,494</b>	<b>\$13,486</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>\$63,980</b>
<b>TOTAL EXPENDITURES</b>	<b>\$82,816</b>	<b>\$35,762</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>\$118,579</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$44,337)</b>	<b>(\$35,562)</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>(\$79,899)</b>

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

SERIES 2018, SPECIAL ASSESSMENT REVENUE AND REFUNDING BONDS		
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	\$412,401	
BONDS OUTSTANDING - 08/02/18		\$11,175,000
LESS: PRINCIPAL PAYMENT - 05/01/19		(\$205,000)
LESS: SPECIAL CALL - 05/01/19		(\$430,000)
LESS: SPECIAL CALL - 11/01/19		(\$875,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$9,665,000</b>

**DEER RUN  
COMMUNITY DEVELOPMENT DISTRICT**

Special Assessment Receipts

Fiscal Year 2020

ON ROLL ASSESSMENTS							Gross Assessments	\$404,042.29	\$	211,854.29	\$	192,188.00
							Net Assessments	\$379,799.75	\$	199,143.03	\$	180,656.72
							52.43%	47.57%	100.00%			
DATE	DESCRIPTION	GROSS AMT	COMMISSIONS	DISC/PENALTY	INTEREST	NET RECEIPTS	O&M Portion	DSF Portion	Total			
							\$0.00	\$0.00	\$0.00			
							\$0.00	\$0.00	\$0.00			
TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			

<b>0%</b>	<b>Gross Percent Collected</b>
<b>\$404,042.29</b>	<b>Balance Remaining to Collect</b>

DIRECT ASSESSMENTS

DR Horton						
Net Assessments				\$987,221.95	\$365,637.17	\$621,584.78
<b>DATE RECEIVED</b>	<b>DUE DATE</b>	<b>CHECK NO.</b>	<b>NET ASSESSED</b>	<b>AMOUNT RECEIVED</b>	<b>GENERAL FUND</b>	<b>DEBT SERVICE FUND 2019</b>
10/31/19, 12/2/2019	11/1/19	996837, 1012923	\$493,610.97	\$493,610.97	\$182,818.59	\$310,792.39
	2/1/20		\$246,805.49			
	5/1/20		\$246,805.49			
			\$987,221.95	\$493,610.97	\$182,818.59	\$310,792.39

## SECTION 3

## Deer Run

Community Development District

FY19 Funding Request 2

October 22, 2019

	Payee	FY2019	FY2020
1	<b>Alpha Dog Audio Video Security</b> Inv#1008 - Security/Fire Alarm 08/01/2019 to 07/31/2020	\$ 519.90	\$ 2,599.50
2	<b>AT&amp;T</b> Inv#295519998Aug19 - Internet & Phone Services - August 2019 Inv#295519998Sep19 - Internet & Phone Services - September 2019	\$ 164.01 \$ 394.21	
3	<b>City of Bunnell</b> Inv#06-0231-00Jul19 - 501 Grand Reserve Drive - July 2019 Inv#06-0231-00Aug19 - 501 Grand Reserve Drive - August 2019	\$ 506.96 \$ 327.61	
4	<b>Egis Insurance Advisors</b> Inv#9470 - FY20 Insurnace Premium		\$ 35,880.00
5	<b>Florida Power &amp; Light</b> Inv#70663-60210Aug19 - 501 Grand Reserve Drive - August 2019 Inv#70663-60210Sep19 - 501 Grand Reserve Drive - September 2019 Inv#31538-38051Sep19 - 501 Grand Reserve Drive - September 2019	\$ 1,450.89 \$ 522.31 \$ 814.65	
6	<b>GMS-Central Florida, LLC</b> Inv#CF0241 - Amenity Printer & Installation Inv#CF0255 - Amenity Laptop	\$ 729.44 \$ 590.63	
7	<b>LifeSafe Servies, LLC</b> Inv#111075691 - AED Billing	\$ 1,250.00	
8	<b>PoolSure</b> Inv# 111295584678 - Pool Chemicals Inv# 111295584993 - Pool Chemicals	\$ 600.00 \$ 650.88	
9	<b>Riverside Management Services, Inc.</b> Inv#1 - Facility Management - July 2019 Inv#2 - Facility Management - August 2019 Inv#3 - Maintenance Supplies Inv#4 - Facility Management - September 2019 Inv#5 - Janitorial & Pool Maintenance Services - September 2019	\$ 2,336.96 \$ 3,016.00 \$ 1,530.76 \$ 3,016.00 \$ 2,814.17	
10	<b>TECO</b> Inv#221007284336Aug19 - 501 Grand Reserve Drive - August 2019 Inv#221007284336Sep19 - 501 Grand Reserve Drive - September 2019	\$ 45.12 \$ 60.89	
		\$ 21,341.39	\$ 38,479.50
		<b>Total:</b>	
		\$	59,820.89

Please make check payable to:

Deer Run Community Development District  
9145 Narcoossee Road, Suite A206  
Orlando, FL 32827



# Alpha Dog Audio Video Security

120 Cumberland Park  
Suite 406  
Saint Augustine, FL 32095  
(904) 257-4295

Aug-Sep/Oct-Nov

A B

\$519.90 \$2599.50

## Invoice

Customer Deer Run CDD  
Customer Number 10313  
Invoice Number 1008  
Invoice Date 9/1/2019  
PO Number \_\_\_\_\_  
PAYMENTS APPLIED THRU 9/10/2019  
Job / Service Ticket # \_\_\_\_\_

## CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>Deer Run CDD, 9145 Narcoosee RD, Orlando, FL</i>			
12.00	Inspection Contract 8/1/2019 - 7/31/2020	75.00	900.00
12.00	Fire Alarm Monitoring 8/1/2019 - 7/31/2020	50.00	600.00
12.00	Service Plan 8/1/2019 - 7/31/2020	25.00	300.00
12.00	Alarm.com Interactive Automation - Doorbell Video 8/1/2019 - 7/31/2020	44.95	539.40
12.00	Service Plan 8/1/2019 - 7/31/2020	5.00	60.00
12.00	Alarm.com Cloud Access Control 8/1/2019 - 7/31/2020	20.00	240.00
12.00	ADC-Access-Door-Addon 8/1/2019 - 7/31/2020	40.00	480.00
<i>Subtotal:</i>			<b>\$3,119.40</b>
Tax			144.26
Payments/Credits Applied			0.00
<i>Invoice Balance Due:</i>			<b>\$3,263.66</b>

## IMPORTANT MESSAGES

Annual Security / Fire Alarm service and inspection

Page 1

Please detach and return this portion with your payment to ensure proper credit.

## Alpha Dog Audio Video Security

120 Cumberland Park  
Suite 406  
Saint Augustine, FL 32095  
(904) 257-4295

RECEIVED

Approved By: W.V.

Code: Fire Alarm & Alarm Monitoring

Date: 9-27-19

Deer Run CDD  
9145 Narcoosee RD  
Suite A206  
Orlando, FL 32827

## REMITTANCE INFORMATION

Customer Number 10313  
Invoice Number 1008  
Invoice Date 9/1/2019  
Due Date 9/1/2019  
Invoice Balance Due \$3,263.66

TOTAL DUE **\$3,263.66**

Amount Enclosed: \_\_\_\_\_

REMIT TO:

Alpha Dog Audio Video Security  
701 Banchoy Ct  
Saint Johns, FL 32259



~~WILLIAM V. SALYERS~~ *Deer Run CDD*  
9145 NARCOOSSEE RD STE 206  
ORLANDO FL 32827-5768

Page: 1 of 3  
Issue Date: Jul 31, 2019  
Account Number: 295519998

One little change can help make a difference. Go paperless today. Get more convenience, plus help reduce paper waste! Update your billing preferences at [att.com/paperless](http://att.com/paperless)

AutoPay: Set up automatic payments that you can update whenever you want. Go to [att.com/autopay](http://att.com/autopay) today.

Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to [att.com/myatt](http://att.com/myatt) to sign in or sign up.

Total due



**\$164.01**

Please pay by:  
Aug 21, 2019

### Account summary

Your last bill	\$169.94
Payment, Jul 08 - Thank you!	-\$169.94
Remaining balance	\$0.00

### Service summary

 Internet	Page 2	\$42.26
 Phone	Page 2	\$121.75
Total services		\$164.01

**Total due** **\$164.01**  
Please pay by Aug 21, 2019

**RECEIVED**

AUG 12 2019

### Ways to pay and manage your account:

 [att.com/myatt](http://att.com/myatt)

 myAT&T app  
iPhone and Android

 Ordering, billing or support  
**800.321.2000**  
TTY: 800.521.5114

*513 410*



Page: 2 of 3  
Issue Date: Jul 31, 2019  
Account Number: 295519998

## Service activity

### Internet

Monthly charges		Aug 01 - Aug 31
1. Internet 100M / 20M (Promotional Offer) (Promotional Offer)		\$40.00
Surcharges & fees		
2. Cost Assessment Charge		\$2.26
<b>Total for Internet</b>		<b>\$42.26</b>

### Phone

Monthly charges		Aug 01 - Aug 31
1. Phone Unlimited N. America 386.263.7213 (Promotional Offer)		\$30.00
2. Phone 386.263.7318		\$30.00
3. Phone 386.263.7361		\$30.00
Surcharges & fees		
4. Cost Assessment Charge		\$1.78
5. FL County 911 Service Fee		\$1.20
6. Federal Universal Service Charge		\$14.28
Government taxes & fees		
7. FL Gross Receipts Tax		\$2.48
8. FL Local Communications Tax		\$6.73
9. FL State Communications Tax		\$5.28
<b>Total for Phone</b>		<b>\$121.75</b>

## News you can use

### Cost assessment

Effective October 1, 2019, there will be an increase in the AT&T Cost Assessment Charge used to recover AT&T property taxes. The monthly rate will be 7.00% of your total AT&T Business Internet, Phone and/or U-verse TV monthly charges. This charge is not a tax or fee that the government requires AT&T to collect from its customers. For more information, please

contact an AT&T representative at the phone number listed on the front of your bill.

## Important information

### Late payment charge

Important information continues...

5580.007.082721.01.02.0000000 NNNNNNNY 010427.010427





Page: 3 of 3  
Issue Date: Jul 31, 2019  
Account Number: 295519998

***Important information continued***

A late payment charge of \$9.25 will be assessed if payment is not received on or before the due date.

**Electronic check conversion**

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to save time and stamps, sign up for AutoPay at [att.com/autopay](http://att.com/autopay) using your checking account. It's easy, secure, and convenient!

AT&T U-verse<sup>SM</sup> TV, AT&T Internet and AT&T Phone provided by AT&T Florida.

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DEER RUN CDD  
9145 NARCOOSSEE RD STE 206  
ORLANDO FL 32827-5768

Page: 1 of 3  
Issue Date: Aug 31, 2019  
Account Number: 295519998

One little change can help make a difference. Go paperless today. Get more convenience, plus help reduce paper waste! Update your billing preferences at [att.com/paperless](http://att.com/paperless)

**AutoPay:** Set up automatic payments that you can update whenever you want. Go to [att.com/autopay](http://att.com/autopay) today.

Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to [att.com/myatt](http://att.com/myatt) to sign in or sign up.

Total due

**\$394.21**

Please pay by:  
Sep 22, 2019

### Account summary

Your last bill	\$164.01
Payment, Aug 27 - Thank you!	-\$164.01
Remaining balance	\$0.00

### Service summary

Account charges	Page 2	\$230.20
		Last bill \$0.00, Difference +\$230.20
Internet	Page 2	\$42.26
		Last bill \$42.26
Phone	Page 2	\$121.75
		Last bill \$121.75
Total services		\$394.21

### What's changed?

< One-time charges, Late payment fee

1-55  
320-558-410

### Total due

**\$394.21**

Please pay by Sep 22, 2019

**RECEIVED**

SEP 09 2019

### Ways to pay and manage your account:

**myAT&T app**  
iPhone and Android

**att.com/pay**

**Ordering, billing or support**  
800.321.2000



## Service activity

### Account charges

Activity since last bill		Aug 01 - Aug 31	
1. Phone Jack Installation	Aug 20	\$165.00	< One-time charge
2. Late Payment Charge	Aug 23	\$9.25	< One-time charge
<b>Surcharges &amp; fees</b>			
3. Cost Assessment Charge		\$3.27	
4. Federal Universal Service Charge		\$26.13	
<b>Government taxes &amp; fees</b>			
5. FL Gross Receipts Tax		\$4.53	
6. FL Local Communications Tax		\$12.33	
7. FL State Communications Tax		\$9.69	
<b>Total for Account charges</b>		<b>\$230.20</b>	

### Internet

Monthly charges		Sep 01 - Sep 30	
1. Internet 100M / 20M (Promotional Offer) (Promotional Offer)		\$40.00	
<b>Surcharges &amp; fees</b>			
2. Cost Assessment Charge		\$2.26	
<b>Total for Internet</b>		<b>\$42.26</b>	

### Phone

Monthly charges		Sep 01 - Sep 30	Usage summary	
1. Phone Unlimited N. America 386,263.7213 (Promotional Offer)		\$30.00	386,263.7213	Used
2. Phone 386,263.7318		\$30.00	Minute allowance (unlimited)	54
3. Phone 386,263.7361		\$30.00		
<b>Surcharges &amp; fees</b>				
4. Cost Assessment Charge		\$1.75		

Phone continues...





*Phone continued*

5. FL County 911 Service Fee	\$1.20
6. Federal Universal Service Charge	\$14.28

**Government taxes & fees**

7. FL Gross Receipts Tax	\$2.48
8. FL Local Communications Tax	\$6.73
9. FL State Communications Tax	\$5.28

**Total for Phone** **\$121.75**

**Important information**

**Late payment charge**

A late payment charge of \$9.25 will be assessed if payment is not received on or before the due date.

**Electronic check conversion**

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to save time and stamps, sign up for AutoPay at [att.com/autopay](http://att.com/autopay) using your checking account. It's easy, secure, and convenient!

AT&T U-verse<sup>SM</sup> TV, AT&T Internet and AT&T Phone provided by AT&T Florida.

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CITY OF BUNNELL, FL  
City of Bunnell - Utilities  
PO Box 756  
Bunnell, FL 32110  
Phone: (386) 437-7500  
Fax: 386-437-7503

DR HORTON  
4220 RACE TRACK RD  
SAINT JOHNS, FL 32259

PD \$ 814.96  
CK # 967264  
08/30/19

Account Number	AMOUNT DUE
06-0231-00	\$1,321.92
Due Date	After Due Date Pay
9/23/2019	\$1,454.12
Account Name	DR HORTON
Service Address	501 GRAND RESERVE Dr
Amount Enclosed	Amenity

To report a water or sewer line break please call (386) 586-5159  
Monday - Friday, 7:30 a.m. - 4:30 p.m.  
Weekends or after business hours please call (386) 225-6670

Please return this portion with your payment.  
Payments in person accepted Monday-Friday, 7:30 a.m. - 4:30 p.m.  
Pay your bill online: [bllpay.bunnellcity.us](http://bllpay.bunnellcity.us)  
Pay your bill by phone: (866) 589-7814

Name	Service Address	Account Number
DR HORTON	501 GRAND RESERVE Dr	06-0231-00
Status	Billing Cycle	Due Date
Active	From 7/8/2019 To 8/7/2019 # Days 30	9/23/2019

DATE	READING	DATE	READING
8/1/2019	51,040	7/1/2019	37,410

PREVIOUS BALANCE	\$740.87
PAYMENTS	\$0.00
ADJUSTMENTS	\$0.00
PENALTIES	\$74.09
PAST DUE AMOUNT	\$814.96
WATER	138.86
GARBAGE	129.67
SEWER	224.54

Paid →  
CK # 967264  
08/30/19

1-7  
320-538-4311

Tax  
CURRENT BILL

\$13.89  
\$506.96

AMOUNT DUE \$1,321.92  
AMOUNT DUE AFTER 09/23/2019 \$1,454.12

As a reminder, there will be a charge on all returned checks.  
AS A REMINDER, ANY PAST DUE AMOUNT MUST BE PAID BY 4PM, SEPTEMBER 9, 2019 TO AVOID DISCONNECTION.

The City of Bunnell is an Equal Opportunity Service Provider





CITY OF BUNNELL, FL  
City of Bunnell - Utilities  
PO Box 756  
Bunnell, FL 32110  
Phone: (386) 437-7500  
Fax: 386-437-7503

DR HORTON  
4220 RACE TRACK RD  
SAINT JOHNS, FL 32259



Account Number	AMOUNT DUE
06-0231-00	\$327.61
Due Date	After Due Date Pay
10/21/2019	\$360.38
Account Name	DR HORTON
Service Address	501 GRAND RESERVE Dr
Amount Enclosed	

To report a water or sewer line break please call (386) 586-5159  
Monday - Friday, 7:30 a.m. - 4:30 p.m.  
Weekends or after business hours please call (386) 225-6670

Please return this portion with your payment.  
Payments in person accepted Monday-Friday, 7:30 a.m. - 4:30 p.m.  
Pay your bill online: [billpay.bunnellcity.us](http://billpay.bunnellcity.us)  
Pay your bill by phone: (855) 689-7814

Name	Service Address	Account Number
DR HORTON	501 GRAND RESERVE Dr	06-0231-00
Status	Billing Cycle	Due Date
Active	From 8/7/2019 To 9/6/2019 # Days 24 6 30	10/21/2019

262.09 65.62

CURRENT		PREVIOUS	
DATE	READING	DATE	READING
9/6/2019	55,630	8/1/2019	51,040

PREVIOUS BALANCE	\$1,321.92
PAYMENTS	\$1,321.92
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
PAST DUE AMOUNT	\$0.00
USAGE	
WATER	72.87
GARBAGE	129.67
SEWER	117.78

1-7  
320-538-4311

RECEIVED  
OCT 04 2019

Tax	\$7.29
CURRENT BILL	\$327.61

AMOUNT DUE	\$327.61
AMOUNT DUE AFTER 10/21/2019	\$360.38

As a reminder, there will be a charge on all returned checks.

AS A REMINDER, ANY PAST DUE AMOUNT MUST BE PAID BY 4PM, OCTOBER 7, 2019 TO AVOID DISCONNECTION. THE CITY OF BUNNELL 2018 WATER QUALITY REPORT IS NOW AVAILABLE ON THE CITY WEBSITE: [WWW.BUNNELLCITY.US/CCR](http://WWW.BUNNELLCITY.US/CCR). FOR A PAPER COPY, PLEASE CALL 386-437-7500. THE ASSESSMENT RESULTS ARE AVAILABLE ON DEP SOURCE WATER ASSESSMENT AND PROTECTION PROGRAM WEBSITE AT [HTTP://WWW.DEP.STATE.FL.US/SWAPP](http://WWW.DEP.STATE.FL.US/SWAPP).

The City of Bunnell is an Equal Opportunity Service Provider



# INVOICE

<b>Customer</b>	Deer Run Community Development District
<b>Acct #</b>	257
<b>Date</b>	09/11/2019
<b>Customer Service</b>	Kristina Rudez
<b>Page</b>	1 of 1

Deer Run Community Development District  
c/o Governmental Management Services  
135 W. Central Blvd., Suite 320  
Orlando, FL 32801

Payment Information	
<b>Invoice Summary</b>	\$ 35,880.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#9470
100119132	

Thank You



Please detach and return with payment

Customer: Deer Run Community Development District

Invoice	Effective	Transaction	Description	Amount
9470	10/01/2019	Renew policy	Policy #100119132 10/01/2019-10/01/2020 Florida Insurance Alliance Package - Renew policy Due Date: 9/11/2019	35,880.00
				<b>Total</b>
				\$ 35,880.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:  
Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

<b>Remit Payment To: Egis Insurance Advisors, LLC</b>	(321)233-9939	<b>Date</b>
Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002	sclimer@egisadvisors.com	09/11/2019

8 450005

/ 27

1104706636021089805410000

Please request changes on the back.  
Notes on the front will not be detected.

The amount enclosed includes the following donation:

FPL Care To Share

\$ \_\_\_\_\_

B 8

1104 8

#BWNJNQ \*\*\*  
#8173743BQ774606#  
D. R. HORTON, INC.  
4220 RACE TRACK RD  
SAINT JOHNS FL 32259-2084

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
70663-60210	\$1,450.89	Sep 27 2019	\$

**Your electric statement**

For: Aug 05 2019 to Sep 06 2019 (32 days)

Customer name: D. R. HORTON, INC.

Service address: 501 GRAND RESERVE DR

Account number: 70663-60210

Statement date:

Sep 06 2019

Next meter reading:

Oct 07 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
1,404.60	1,404.60 CR	0.00	0.00	1,450.89	\$1,450.89	Sep 27 2019

**Meter reading - Meter KJJ3138**

Current reading 36525  
Previous reading - 22875  
kWh used 15650

Demand reading 30.73  
Demand kW 31  
Energy usage  
kWh this month 15650  
Service days 32  
kWh per day 489

\*\*The electric service amount  
includes the following charges:

Customer charge: \$26.32  
Fuel: \$401.11  
( \$0.025630 per kWh)  
Non-fuel: \$367.62  
( \$0.023480 per kWh)  
Demand: \$348.44  
( \$11.24 per kW)

Amount of your last bill 1,404.60  
Payment received - Thank you 1,404.60 CR  
Balance before new charges \$0.00

**New charges (Rate: GSD-1 GENERAL SERVICE DEMAND)**

Electric service amount 1,143.48\*\*  
Gross receipts tax 29.32  
Franchise charge 82.10  
Utility tax 98.21  
Florida sales tax 87.22  
Discretionary sales surtax 12.55  
Total new charges \$1,450.89

**Total amount you owe \$1,450.89**

- Payments received after September 27, 2019 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.  
- Download the FPL Mobile App to stay informed throughout hurricane season. Visit [FPL.com/MobileApp](http://FPL.com/MobileApp) or text APP to MyFPL (88375) to download.

1-67

320-538 4301



Please have your account number ready when contacting FPL.  
Customer services: 1-800-375-2434  
Outside Florida: 1-800-228-3545  
To report power outages: 1-800-4OUTAGE (468-8249)  
Hearing/speech impaired: 711 (Relay Service)  
Online at: [www.FPL.com](http://www.FPL.com)

12 450138

/ 27

1104706636021011322500000

Please request changes on the back,  
Notes on the front will not be detected.

The amount enclosed includes the following donation:  
FPL Care To Share \$

8 8

1104 1

#BWNDJNQ \*\*\*  
#95419438Q069280#  
D. R. HORTON, INC.  
4220 RACE TRACK RD  
SAINT JOHNS FL 32259-2084

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33186-0001

\*Final Bill\*

Account number	Total amount you owe	New charges due by	Amount enclosed
70663-60210	\$522.31	Oct 16 2019	\$

**Your electric statement**

For: Sep 08 2019 to Sep 17 2019 (11 days)

Customer name: D. R. HORTON, INC.

Service address: 501 GRAND RESERVE DR

Account number: 70663-60210

Statement date: Sep 25 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
1,450.89	1,450.89 CR	0.00	0.00	522.31	\$522.31	Oct 16 2019

**Meter reading - Meter KJJ3138**

Current reading 44020  
Previous reading - 38525  
kWh used 5495

Demand reading 31.51  
Demand kW 32  
Energy usage  
kWh this month 5485  
Service days 11  
kWh per day 499

Amount of your last bill  
Payment received - Thank you  
Balance before new charges

**\*TRANSFER FINAL BILL\***  
1,450.89  
1,450.89 CR  
\$0.00

**New charges (Rate: GSD-1 GENERAL SERVICE DEMAND)**

Electric service amount 411.45  
Gross receipts tax 10.55  
Franchise charge 29.54  
Utility tax 34.97  
Florida sales tax 31.38  
Discretionary sales surtax 4.52  
Total new charges \$522.31

**Total amount you owe****\$522.31**

- This billing period is less than a month; bill factors are available upon request.
- Download the FPL Mobile App to stay informed throughout hurricane season. Visit [FPL.com/MobileApp](http://FPL.com/MobileApp) or text APP to MyFPL (68375) to download.

1-27

320.538 4301

**RECEIVED**

OCT 04

Please have your account number ready when contacting FPL  
Customer service: 1-800-375-2434  
Outside Florida: 1-800-226-3545  
To report power outages: 1-800-4OUTAGE (468-8243)  
Hearing/speech impaired: 711 (Relay Service)  
Online at: [www.FPL.com](http://www.FPL.com)



FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001

DEER RUN COMMUNITY DEVELOPMENT  
9145 NARCOOSSEE RD # A206  
ORLANDO FL 32827-5768

**DEER RUN COMMUNITY DEVELOPMENT:**  
Here's what you owe for this billing period.

New charges due by Oct 29, 2019	\$814.65
Total amount you owe	\$814.65

Balance before new charges	\$0.00
<b>NEW CHARGES</b>	
Rate: GSD-1 GENERAL SERVICE DEMAND	
Electric service amount	731.39
Gross receipts tax	18.75
Franchise charge	52.51
<b>Taxes and charges</b>	<b>71.26</b>
Service Charge	12.00
<b>Total new charges</b>	<b>\$814.65</b>
<b>Total amount you owe</b>	<b>\$814.65</b>

**Oct 7, 2019 Electric Bill**

For: Sep 17, 2019 to Oct 7, 2019 (20 days)

**Service Address**  
501 GRAND RESERVE DR  
BUNNELL, FL 32110  
KCOSTA@GMSFCL.COM  
**Account Number** 31538-38051

**Questions? Contact Us**

Reliable energy is affordable energy.

Learn how we save you money at [fpl.com/savings](http://fpl.com/savings)

**Meter Summary**

Meter reading - Meter KJJ3138 Next meter reading Nov 5, 2019	
Current reading	53976
Previous reading	-44020
kWh used	9956
Demand reading	28.71
Demand KW	30

**Energy Usage Comparison**

	This Month
Service to	Oct 7, 2019
kWh Used	9956
Service days	20
kWh/day	497
Amount	\$802.65

**Keep In Mind**

- Thank you for enrolling in the FPL E-Mail Bill program. Now that you are participating, THIS WILL BE THE LAST PAPER BILL YOU RECEIVE FROM FPL. You will be notified of future bills by e-mail.
- Payment received after December 27, 2019 is considered LATE; a late payment charge of 1% will apply.
- This billing period is less than a month; bill factors are available upon request.
- The Service/Initial Charge is a one-time charge to defray administrative costs required to start your electric service or to make a change to your account at your request.
- The Florida Public Service Commission is reviewing a one-time refund related to the storm charge that would apply to your November bill. Learn more: [FPL.com/rates](http://FPL.com/rates)
- The rate used to calculate your bill has changed due to your demand usage. Call Customer Service if you have any questions.

**RECEIVED**

OCT 09 2019

**The new FPL Business Energy Analyzer**

Introducing a new tool that puts you in control. See what drives your energy costs.  
[Save Today](#)

**Can you dig it?**

Call 811 before reaching for a shovel to protect yourself from unintentionally hitting underground power lines.  
[See the rules](#)

**Useful Links**

[Billing and service details](#)  
[Energy News](#)  
[View back of the bill](#)

**Important Numbers**

Customer Service:	1-800-375-2434
Outside Florida:	1-800-226-3545
To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)

# Invoice

**Invoice #:** CF0241  
**Invoice Date:** 8/2/2019  
**Due Date:** 9/1/2019

**Deer Run CDD**  
9145 Narcoossee Road  
Suite A206  
Orlando, FL 32827

[illegible]

# Invoice

**Invoice #:** CF0255  
**Invoice Date:** 8/14/2019  
**Due Date:** 9/13/2019

**Deer Run CDD**  
**9145 Narcoossee Road**  
**Suite A206**  
**Orlando, FL 32827**

Hours/Qty	Description	Rate	Amount
1	Laptop - IdeaPad 330S 15	\$90.63	\$90.63
For the Period Ending July 2019.			
	<p>1 "</p> <p>310 51 490</p> <p><b>RECEIVED</b></p> <p>AUG 15 2019</p>		
<b>Total</b>			\$590.63

LifeSafe Services LLC  
5971 Powers Avenue, #108  
Jacksonville, FL 32217  
(888) 767-0050

# INVOICE



W-9.

**CLIENT - BILL TO:**

025-27143  
Deer Run - Riverside Management Services  
501 Grand Reserve Dr  
Bunnell, FL 32110

**LOCATION**

025-27143  
Deer Run - Riverside Management Services  
501 Grand Reserve Dr  
Bunnell, FL 32110

INVOICE #	PURCHASE ORDER #	DATE	TOTAL	TERMS
111075691		09/24/2019	\$1,323.50	Net 45

EQUIPMENT & SERVICES	QTY	RATE	AMOUNT
M5066A Phillips Onsite	1	1,050.00	1,050.00T
Basic Service for Client-Owned Automated External Defibrillator (AED) Annual Billing	1	200.00	200.00

*To pay by credit card, please call Sheryl @ (888) 767-0050, ext 13. Thank you!*

REMIT TO:  
LIFESAFE SERVICES LLC  
5971 Powers Ave, Suite 108  
Jacksonville, FL 32217

SUBTOTAL: 1,250.00  
SHIPPING:  
TAX: 73.50  
TOTAL: 1,323.50  
BALANCE DUE: \$1,323.50

1.60.

320.538 - 592

Approved By: W.V.  
Code: AED for Building  
Date: 10-4-19

**RECEIVED**

SEP 25 2019





## Invoice

Date  
Invoice #8/31/2019  
111295584678

1707 Townhurst Dr  
Houston TX 77043  
ar@poolsure.com  
800-858-POOL (7665)  
www.poolsure.com

Terms	Net 20
Due Date	9/20/2019
PO #	
Delivery Ticket #	Sales Order #1123375
Delivery Date	8/15/2019
Delivery Location	Deer Run CDD - Amenity Center
Customer #	11DEE025

## Bill To

Ariel Lovera  
Deer Run Community Development Dist...  
9145 Narcoossee Road, Ste A206  
Orlando FL 32827

## Ship To

Rich Whetsel  
Deer Run Community Development ...  
501 Grand Reserve Dr.

LATE FEE: This constitutes notice under the truth in lending act that any accounts remaining unpaid after the due date are subject to 1 1/2% per month late charge and attorney fees.

Item ID	Item	Quantity	Units	Rate	Amount
115-300	Bleach Minibulk Delivered	300	gal	1.50	450.00
160-050	Pool Acid bulk by Gallon	45	gal	3.00	135.00
115-300	Bleach Minibulk Delivered	10	gal	1.50	15.00
1-59 360.538.481					

Approved By: W.V.  
Code: Pool Maintenance  
Date: 9-27-19

RECEIVED

SEP 23 2019

Total 600.00  
Amount Due \$600.00

## Remittance Slip

Customer  
11DEE025  
Invoice #  
111295584678

Amount Due \$600.00  
Amount Paid \_\_\_\_\_  
Make Checks Payable To  
Poolsure  
PO Box 55372  
Houston, TX 77255-5372



111295584678



## Invoice

Date  
Invoice #9/16/2019  
111295584993

1707 Townhurst Dr  
Houston TX 77043  
ar@poolsure.com  
800-858-POOL (7665)  
www.poolsure.com

Terms	Net 20
Due Date	10/6/2019
PO #	
Delivery Ticket #	Sales Order #1123673
Delivery Date	9/10/2019
Delivery Location	Deer Run CDD - Amenity Center
Customer #	11DEE025

**Bill To**  
Ariel Lovera  
Deer Run Community Development Dist...  
9145 Narcoossee Road, Ste A206  
Orlando FL 32827

**Ship To**  
Rich Whetsel  
Deer Run Community Development ...  
501 Grand Reserve Dr.

LATE FEE: This constitutes notice under the truth in lending act that any accounts remaining unpaid after the due date are subject to 1 1/2% per month late charge and attorney fees.

Item ID	Item	Quantity	Units	Rate	Amount
115-300	Bleach Minibulk Delivered	300	gal	1.50	450.00
135-010	Sodium Bicarbonate 50# bag	2		25.00	50.00
135-057	Stabilizer/CYA-Bag	1		65.00	65.00
115-014	25# Bag Celaperl	1		39.00	39.00
135-041	Calcium Chloride-50# Bag	1		46.88	46.88
1.59					
310.538.451					

Approved By: W.V.  
Code: Pool Maintenance  
Date: 9-27-19

Total Amount Due \$650.88  
**RECEIVED**  
SEP 24 2019

## Remittance Slip

Customer  
11DEE025  
Invoice #  
111295584993

Amount Due \$650.88  
Amount Paid \_\_\_\_\_  
Make Checks Payable To  
Poolsure  
PO Box 55372  
Houston, TX 77255-5372



111295584993

Riverside Management Services, Inc

9655 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

# Invoice

Date	Invoice #
7/10/2019	1

<b>Bill To</b>
Deer Run CDD 135 W. Central Blvd Suite 320 Orlando, FL 32801

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Facility Management Services prorated for July 8th 2019-July 31st 2019  1 SG 320 532-121  <b>RECEIVED</b> AUG 20 2019	2,336.96	2,336.96
<b>Total</b>			\$2,336.96

Riverside Management Services, Inc.

Suite 305  
Jacksonville, FL 32257

# Invoice

Date	Invoice #
8/14/2019	2

Bill To
Deer Run CDD

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Facility Management Services - August 2019	3,016.00	3,016.00
<i>Approved</i> <i>AS</i>			
		<b>Total</b>	\$3,016.00

RECEIVED

AUG 02 2019

Rnw  
8.1.19

Riverside Management Services, Inc

Suite 305  
Jacksonville, FL 32257

# Invoice

Date	Invoice #
8/19/2019	3

Bill To
Deer Run CDD

1-56

P.O. No.	Terms.	Project

Quantity	Description	Rate	Amount
	Maintenance Supplies.	1,530.76	1,530.76
	Office Supplies \$ 682.74 320,538,5700		
	Operating Supplies \$ 848.02 320,538,5300		
RECEIVED AUG 22 2019			
Total			\$1,530.76

RMW  
8,20,19

MAINTENANCE BILLABLE PURCHASES

Period Ending 08/05/19

<u>DISTRICT</u>	<u>DATE</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
DEER RUN	7/10/19	Wireless Mouse	15.99	B.L.
	7/10/19	Mouse Pad	8.14	B.L.
	7/23/19	Regular Paper Clips 100/box (10)	7.19	D.S.
	7/23/19	Correction Tape 4 pack	13.52	D.S.
	7/23/19	Hanging Folders 25 pk (4)	63.94	D.S.
	7/23/19	Manila Folders 100 pk (2)	29.51	D.S.
	7/23/19	Post It Notes 3"x3" 24 pk	22.15	D.S.
	7/23/19	DYMO Label Maker	40.60	D.S.
	7/23/19	DYMO Label Tape (3)	29.84	D.S.
	7/23/19	Ballpoint Pens Black 60 pk	7.02	D.S.
	7/23/19	Jumbo Paper Clips Box of 100	1.71	D.S.
	7/23/19	Small Binder Clips 3/4" Box of 12	2.45	D.S.
	7/23/19	Stapler	13.52	D.S.
	7/23/19	Staples Box of 6,000	3.88	D.S.
	7/23/19	Selfie Paper Clip Dish	12.05	D.S.
	7/23/19	Wire Single Cup Holder	6.14	D.S.
	7/23/19	Wire Divided Cup Holder	6.14	D.S.
	7/23/19	Tape Dispenser	6.55	D.S.
	7/23/19	Tape 10 pk	25.83	D.S.
	7/23/19	EXPO Starter Kit	9.10	D.S.
	7/23/19	Clear Postpins 200 pk	4.67	D.S.
	7/23/19	White Board/Cork Board Combo	42.67	D.S.
	7/23/19	Laminator	24.60	D.S.
	7/23/19	Laminating Pouches 50 pk	25.59	D.S.
	7/23/19	3 Tier Desk Shelf	24.60	D.S.
	7/23/19	6" Scales 2 pk	12.29	D.S.
	7/23/19	Desk Top Calculator	9.83	D.S.
	7/23/19	Extra Wide Dividers 5 Tab	1.71	D.S.
	7/23/19	Preprinted Tabs A-Z	6.89	D.S.
	7/23/19	Preprinted Tabs Jani-Dec (2)	11.79	D.S.
	7/23/19	Paper 500 sheets/ream (8)	40.60	D.S.
	7/23/19	Color File Folders (2)	66.18	D.S.
	7/23/19	Clipboards 3 pk	17.22	D.S.
	7/23/19	Desk Top Calendar	12.29	D.S.
	7/23/19	Cordless Phone/Answering Machine	49.21	D.S.
	7/24/19	Multi Fold Paper Towels (3)	140.24	B.L.
	7/24/19	Midland Sanisac Liners 500 pk	29.41	B.L.
	7/24/19	Toilet Seat Covers 250 per pk (20)	72.84	B.L.
	7/24/19	Wave 3-D Urinal Deodorizer 10 pk (2)	68.39	B.L.
	7/25/19	Antibacterial Wipes 4 rolls/case	378.95	D.S.
		with Floor & Upward Dispenser		
	7/30/19	Pump Hand Soap 7.5 oz (7)	11.83	B.L.
	7/30/19	Windex 2 Liter Refill Bottle	6.78	B.L.
	7/30/19	Windex Glass Cleaner	3.88	B.L.
	7/30/19	Soft Soap Refill Bottles	5.79	B.L.
	7/30/19	Mesh Open Trash Can	12.04	B.L.
	7/30/19	18 Ct Bath Tissue (2)	41.33	B.L.
	7/30/19	Kitchen 13 Gallon Trash Bags 150 ct	18.07	B.L.
	7/30/19	Bounty Paper Towels 8 ct	20.67	B.L.
	7/30/19	Stainless steel 18 gallon trash can	40.11	B.L.

TOTAL \$1,830.76

682.74 office

848.02 Janito

1-320-53800-57000

1-320-53800-53000

Jacksonville, FL 32257

Date	Invoice #
9/1/2019	4

Bill To  
Deer Run CDD  
135 W. Central Blvd  
Suite 220  
Orlando, FL 32801

P.O. No.	Terms	Project

[illegible]

2xw  
9, 3, 19

Riverside Management Services, Inc

9655 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

# Invoice

Date	Invoice #
9/11/2019	5

<b>Bill To</b>
Deer Run CDD 135 W. Central Blvd Suite 320 Orlando, FL 32801

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Janitorial Services - September 2019 310-538-483	1,560.00	1,560.00
	Pool Maintenance Services - September 2019 310-538-480	1,254.17	1,254.17
	1-56		
		<b>Total</b>	<b>\$2,814.17</b>





## ACCOUNT INVOICE

peoplesgas.com



Statement Date: 09/05/2019

Account: 221007284336

DR HORTON  
501 GRAND RESERVE  
BUNNELL, FL 32110

33742

Amenity

### Your Account Summary

Previous Amount Due	\$38.92
Payment(s) Received Since Last Statement	-\$38.92
Current Month's Charges	\$45.12
<b>Total Amount Due</b>	<b>\$45.12</b>

8000001-000000-Page 31 of 118

1.57  
320 - 538 - 432

Current month's charges:	\$45.12
Total amount due:	\$45.12
Payment Due By:	09/26/2019

We ♥ all  
400,000  
of you!

Thank you for trusting us to serve you and  
your neighbors with safe, reliable and affordable  
natural gas for more than 120 years.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Hot water, warm towels and perfect meals.  
Plus cash-back rebates when you upgrade  
existing or install new natural gas appliances.

Love Natural Gas

peoplesgas.com/bizrebates

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



### WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221007284336

Current month's charges:	\$45.12
Total amount due:	\$45.12
Payment Due By:	09/26/2019

Amount Enclosed

\$

613111632609

DR HORTON  
4220 RACE TRACK RD, STE 101  
SAINT JOHNS, FL 32259-2034

MAIL PAYMENT TO:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

6131116326092210072843360000000045121



# ACCOUNT INVOICE



Account: 221007284338  
 Statement Date: 09/05/2019  
 Current month's charges due 09/26/2019



## Details of Current Month's Charges – Service from - 07/31/2019 to 08/30/2019

Service for: 501 GRAND RESERVE, BUNNELL, FL 32110

Rate Schedule: General Service 1 (GS1)

Meter Number	Read Date	Current Reading	- Previous Reading	= Measured Volume	x BTU	x Conversion =	Total Used	Billing Period
AHX50256	08/30/2019	4	0	4 CCF	1,043	1,1168	4.7 Therms	31 Days

Customer Charge		\$33.26
Distribution Charge	4.7 THMS @ \$0.32286	\$1.52
PGA	4.7 THMS @ \$0.84485	\$3.97
Florida Gross Receipts Tax		\$0.12
Natural Gas Service Cost		\$38.87
Municipal Public Service Tax		\$3.52
State Tax		\$2.73

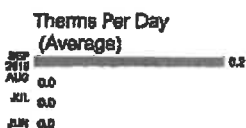
Total Natural Gas Cost, Local Fees and Taxes

\$45.12

Total Current Month's Charges

\$45.12

### Peoples Gas Usage History



00000001-00000007-Page 38 of 110



## FINAL INVOICE

peoplesgas.com



Statement Date: 09/30/2019  
Account: 221007284336

DR HORTON  
501 GRAND RESERVE  
BUNNELL, FL 32110



Current month's charges:	\$60.89
Total amount due:	\$60.89
Payment Due By:	10/21/2019

### Your Account Summary

Previous Amount Due	\$45.12
Payment(s) Received Since Last Statement	-\$45.12
Current Month's Charges	\$60.89
<b>Total Amount Due</b>	<b>\$60.89</b>

9000002-0100075-Page 13 of 20

1.57  
320 538.432

We ♥ all  
400,000  
of you!

Thank you for trusting us to serve you and  
your neighbors with safe, reliable and affordable  
natural gas for more than 120 years.

Hot water, warm towels and perfect meals.  
Plus cash-back rebates when you upgrade  
existing or install new natural gas appliances.

*Love Natural Gas*

peoplesgas.com/bizrebates

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



### WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221007284336

Current month's charges:	\$60.89
Total amount due:	\$60.89
Payment Due By:	10/21/2019

Amount Enclosed

\$

692123986379

RECEIVED

OCT 04 2019

DR HORTON  
4220 RACE TRACK RD, STE 101  
SAINT JOHNS, FL 32259-2084

MAIL PAYMENT TO:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

6921238863792210072843360000000060890



# FINAL INVOICE



Account: 221007284336  
 Statement Date: 09/30/2019  
 Current month's charges due 10/21/2019



## Details of Current Month's Charges -- Service from - 08/31/2019 to 09/30/2019

Service for: 501 GRAND RESERVE, BUNNELL, FL 32110

Rate Schedule: General Service 1 (GS1)

Meter Number	Read Date	Current Reading	Previous Reading	Measured Volume	x BTU	x Conversion	Total Used	Billing Period
AHX50256	09/30/2019	21	4	17 CCF	1.045	1.1168	19.8 Therms	31 Days

Customer Charge

\$33.26

Peoples Gas Usage History

Distribution Charge

19.8 THMS @ \$0.32266

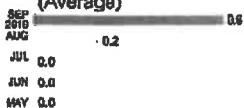
\$6.39

Therms Per Day  
(Average)

PGA

19.8 THMS @ \$0.84495

\$16.73



Florida Gross Receipts Tax

\$0.52

Natural Gas Service Cost

\$56.90

State Tax

\$3.99

Total Natural Gas Cost, Local Fees and Taxes

\$60.89

Total Current Month's Charges

\$60.89

## Important Messages

### Final Invoice

Thank you for being a valued customer. This is your final bill. A refund check will be mailed to you if funds remain after your account has been settled and any deposits or credits have been applied.

## SECTION 4

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

**9655 Florida Mining Blvd., Bldg. 300, Suite 305, Jacksonville, Florida 32257**

## **Memorandum**

**Date:** January 22, 2020  
**To:** Deer Run Board of Supervisors  
Ernesto Torres, Richard Whetsel  
**From:** Chris Hall, Amenity Operations Manager  
Ashley Buckley, Facility Manager  
**Re:** Deer Run CDD  
**Monthly Island Club Operations Report**

The following is a summary of activities related to the Island Club operations of the Deer Run Community Development District.

### **Amenity / Site**

- Ashley Buckley has been hired as the Amenity Manager.
- Access cards have been issued to One Hundred and Twenty (120) homes.
- Holiday decorations were purchased for the inside of the Amenity Center.
- Holiday lights and decorations were installed on the amenity center and both community entrances.
- The auto-fill switch on the pool has been repaired, and a leak test was performed by the pool contractor and determined there isn't a leak.
- The cracks in the marcite at the zero entry to the pool has been repaired under warranty.
- Leaking hose for the pressure gauges for the pool have been repaired.
- The chemical Stenner pump hoses have been replaced on the chemical feeder system to the pool.
- Magnetic lock on the side gate of the pool has been repaired.
- Roof leaks have been repaired, and the damaged drywall is scheduled to be repaired.
- The door locks throughout the amenity center have been changed and re-keyed.
- A Knox Box has been installed for emergency officials' immediate access to the amenity center.
- Constant Contact continues to be used to inform residents of any CDD related activities, events or news from the Amenity Center.

- RMS continues to provide janitorial service three (3) days per week.
- RMS is currently maintaining the pool three (3) days per week.

### **Amenity Manager Event Summary**

#### **Special Events:**

- Holiday Mingle and Cookie Exchange (12/14/19 from 2-4 pm) – approximately 40-50 residents attended this fun holiday event that included: a resident cookie exchange, a visit from Santa, crafts for kids, snacks and drinks for residents and festive music. It was a wonderful event with very positive feedback from the community.
- Wine and Cheese Event (1/9/2020 from 6-8 pm) – approximately 40-50 residents rang in the New Year with a community wine and cheese event. Residents brought their own wine while the CDD provided, ambiance and yummy refreshments.
- Free Nutrition Seminar (1/13/2020 from 6:30-7:30 pm) – approximately 10 residents attended this free event that provided information on how to make the most of your nutrition, mindset and workouts

#### **Classes:**

- Zumba classes now offered on Wednesdays, with a possible addition of a Saturday class. Participation has ranged from 3-15 per class.
- “Get Fit with Nikki” classes have been offered to the residents every Wednesday evening and Saturday morning. The class size varies between 5-10 residents per class.

#### **Community Organized Events:**

- Community House Decorating Contest and Potluck. This event had a large turnout of approximately 50 plus residents
- Ladies Night Out – 1<sup>st</sup> Tuesday of every month
- BUNCO – 3<sup>rd</sup> Wednesday of every month
- The center had 3 private rentals (2 in Dec and 1 in Jan)

#### **Scheduled Future Events:**

- February 14<sup>th</sup> – A “We Love Our Residents” Bagel Breakfast event
- March 2020 – Yoga will be coming to the Amenity Center
- March 2020 – Painting with a Twist comes to the Amenity Center

### **Other Projects**

- We are currently working with DR Horton to resolve any warranty issues with amenity center.

Should you have any questions or comments regarding the above information, please feel free to contact Chris at (904) 657-9211 or Rich at (904) 759-8923.

## SECTION 5



**Deer Run Community Development District**  
219 E. Livingston St, Orlando Florida 32801

# Memorandum

**DATE: January 22<sup>nd</sup>, 2020**

**TO:** Ernesto Torres  
District Manager **via email**

**FROM:** William Viasalyers  
Field Services Manager

**RE:** Deer Run CDD Monthly Managers Report – January 22<sup>nd</sup>, 2020

The following is a summary of activities related to the field operations of the Deer Run Community Development District.

**Lakes:**

1. Aquatic contractor continues to work on the lakes addressing staff and residnets concerns.
2. Yellowstone assist in removing trash from the edge of the lakes during their weekly maintenance.
3. Discussion of torpedo removal in lake behind 104-112 Grand Reserve.

### Landscaping:

1. Yellowstone continues to perform their contractual duties.
2. Staff worked with Yellowstone to clean up CDD pond banks as there was a lot of overgrowth and vegetation preventing ongoing maintenance.
3. Discussion of proposal to remove vegetation for boat access to lake behind 104-112 Grand Reserve for lake vendor.

**Other:**

1. Staff worked to get fountain at US 1 working as we had been notified from vendor that the fountain was experiencing electrical issues. Vendor corrected electrical issues and fountain is working great.

Should you have any questions please call me at 407-451-4047

Respectfully,

William Viasalyers