

*Deer Run Community
Development District*

Agenda

January 27, 2021

AGENDA

Deer Run

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

January 20, 2021

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

Dear Board Members:

The Board of Supervisors of Deer Run Community Development District will meet **Wednesday, Wednesday, January 27, 2021 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. Organizational Matters
 - A. Administration of Oaths of Office to Newly Elected Board Members
 - B. Consideration of Resolution 2021-01 Canvassing and Certifying the Results of the Landowners' Election
 - C. Election of Officers
 - D. Consideration of Resolution 2021-02 Electing Officers
- IV. Approval of Minutes of the August 26, 2020 Board of Supervisors Meeting and Acceptance of Minutes of the November 4, 2020 Landowners' Meeting
- V. Consideration of Phase 2 Warranty Deed
- VI. Discussion Items
 - A. Discussion of Landscape Improvements
 - B. Discussion of E-Verify Requirements for Special Districts
- VII. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 1. Approval of Check Register
 2. Balance Sheet and Income Statement
 3. Amenity Manager's Report
 4. 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 organizational matters. Section A is administration of Oaths of Office to newly elected Board Members. Section B is consideration of resolution 2021-01 canvassing and certifying the results of the landowners' election. A copy of the resolution is enclosed for your review. Section C is election of officers. Section D is consideration of resolution 2021-02 electing officers. A copy of the resolution is enclosed for your review.

The fourth order of business is approval of the minutes from the August 26, 2020 Board of Supervisors meeting and acceptance of minutes of the November 4, 2020 Landowners' Meeting. The minutes are enclosed for your review.

The fifth order of business is consideration of phase 2 warranty deed. A copy of the warranty deed is enclosed for your review.

The sixth order of business is discussion items. Section A is discussion of landscape improvements. Section B is discussion of E-Verify requirements for special districts.

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 the Amenity Manager's Report. A copy of the report is enclosed for your review. Section 4 is the Field Manager's Report that will update you on the status of any field or maintenance issues around the community.

The 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

SECTION III

SECTION B

RESOLUTION 2021-01

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

WHEREAS, pursuant to Section 190.006(2), Florida Statute, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing one (1) supervisors for the District; and

WHEREAS, following proper notice of once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election, such landowners' meeting was held on **November 4, 2020**, at which the below-recited persons were duly elected by virtue of the votes cast in their respective favor; and

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

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

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

<u>Supervisor</u>	<u># of Votes</u>	<u>Terms</u>
<u>Mark Dearing</u>	<u>200</u>	4-Year Term

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

Adopted this 27th day of January, 2021.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION D

RESOLUTION 2021-02

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

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

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

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

Section 1. _____ is elected Chairperson.

Section 2. _____ is elected Vice-Chairperson.

Section 3. _____ is elected Secretary.

Section 4. _____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.

Section 5. _____ is elected Treasurer.

Section 6. _____ is elected Assistant Treasurer.

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

PASSED AND ADOPTED this 27th day of January, 2021.

ATTEST:

**DEER RUN COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

SECTION IV

MINUTES OF MEETING
DEER RUN
COMMUNITY DEVELOPMENT DISTRICT

The Regular meeting of the Board of Supervisors of the Deer Run Community Development District was held Wednesday, August 26, 2020 at 6:00 p.m. via Zoom Video Conferencing, pursuant to Executive Orders 20-52, 20-69, 20-112, 20-150, 20-179, 20-193 and 20-246 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, June 23, 2020, July 30, 2020, August 7, 2020, and September 30, 2020 respectively, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

Present and constituting a quorum were:

Robert Porter	Chairman
Mark Dearing	Vice Chairman
Duane Owen	Assistant Secretary
James Teagle	Assistant Secretary
Jan Doan	Assistant Secretary

Also present were:

Ernesto Torres	District Manager
Katie Buchanan	District Counsel
Peter Amans	District Engineer
Pat Szozda	Amenity Operations Manager
Heather Chambliss	Amenity Manager
William Viasalyers	Field Manager
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Barnes (Resident) stated I would like to ask that the Board consider reopening the amenity center to the greatest extent possible and as soon as possible. A number of people have expressed concerns to me; there is a lot of information that supports reopening the facility at this point. Flagler County is one of the counties with the lowest number of cases. There is data that shows the virus is not spread by contaminated surfaces or in swimming pools; masks and social

distancing are really identified as the primary means of preventing spread of the virus and we already have those in place.

Mr. Torres stated Heather is going to address that issue during her report later in the meeting.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the July 22, 2020 Meeting

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the minutes of the July 22, 2020 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Public Hearings

Mr. Torres stated I am putting on the screen the revised budget with the column for the variances of the items that were increased or decreased. The adopted amount in FY20 was \$866,820 the assessment column for FY21 remains the same, meaning no increase to the residents. There are some increases and decreases in some line items, but the bottom line remains the same.

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the public hearings were opened.

Mr. Barnes (Resident) stated I believe the contract with Yellowstone expires later this year. Is that going to be rebid and could that potentially change the numbers for landscaping?

Mr. Torres stated the contract does have an expiration date, it can be renewed and we go with Board guidance. The significant increase is because of additional areas they are covering and if the Board directs staff to request bids we will do that.

Ms. Buchanan stated even if the Board chooses to pursue a new landscape bid, the annual assessments cannot change after tonight's hearing so we would have to find another way to fund that should it cost more than you budgeted.

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

A. Fiscal Year 2021 Budget

1. Consideration of Resolution 2020-07 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations

On MOTION by Mr. Teagle seconded by Mr. Dearing with all in favor, Resolution 2020-07 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations, was approved.

2. Consideration of Resolution 2020-08 Imposing Special Assessments and Certifying an Assessment Roll

On MOTION by Mr. Teagle seconded by Mr. Doan with all in favor, Resolution 2020-08 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

B. Rule Hearing

Ms. Buchanan stated at our June meeting we discussed and authorized moving forward with a hearing tonight to consider a parking policy. The policy we discussed would prohibit overnight parking at the amenity facilities. Attached to the resolution is an outline of the proposed policy, it does include an exception if someone needs to park here they can reach out and get permission to do that. The one thing that I will point out is we will insert the exhibit that has a graphic depiction of the amenity center parking lot. As I understand it, that is the intent of the Board and the direction we discussed in June.

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

There being no questions or comments from the residents,

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

1. Consideration of Resolution 2020-09 Adopting the Rules for Overnight Parking and Parking Enforcement

On MOTION by Mr. Teagle seconded by Mr. Porter with all in favor, Resolution 2020-09 Adopting the Rules for Overnight Parking and Parking Enforcement, was approved.

FIFTH ORDER OF BUSINESS**Approval of Consent Agenda**

Mr. Torres stated item five is approval of consent agenda. Consent agenda items are normally things the Board has traditionally approved proposals or things that we normally don't spend much time reviewing. These proposals have been approved at the previous meeting; the only new item that the Board hasn't seen but they saw it last year was the deficit funding agreement. That agreement is between the District and D.R. Horton for any variances in the budget as we move throughout the year.

- A. Fiscal Year 2021 Budget Deficit Funding Agreement**
- B. Second Amendment to Agreement with Yellowstone Landscape**
- C. Agreement with Otis Elevator Company**

On MOTION by Mr. Porter seconded by Mr. Teagle with all in favor, the Consent Agenda Items, were approved.

SIXTH ORDER OF BUSINESS**Discussion of Phase 2 Addendum with Yellowstone Landscape**

Mr. Viasalyers stated we are looking for approval of the addendum for Phase 2; this is for the areas shown on the map. We are going to have more areas coming on as the phase develops but right now we are looking for tract 2-G and tract D-3 for an increase of \$5,000 a year for a total of \$416.67 per month. We are looking for a motion to approve that and add that to the landscape budget. As you make the transition from Grand Reserve into Phase 2, it is the pond immediately on the right and the small conservation area on the left.

On MOTION by Mr. Doan seconded by Mr. Teagle with all in favor, the Phase 2 Addendum to the Yellowstone Contract in the annual amount of \$5,000, was approved.

SEVENTH ORDER OF BUSINESS**Staff Reports**

- A. Attorney**

There being none, the next item followed.

B. Engineer

Mr. Amans stated as a heads-up last week I met with William and checked out three locations that have complaints, one on the corner of Golfview Court and Lakeside Court, and another one on Lakeside Court itself and the third is on Grand Reserve Drive. Of those three areas, we believe one of them has a pipe connecting a pond to a ditch on Golfview Drive Court and it looks like it is underwater and we will get a price for cleaning that and grading around the concrete metered in sections because it is covered with sediment. The other two locations we believe we just need to give it some time; they recently received some treatments and we will be monitoring that for progress.

C. Manager**1. Approval of Check Register**

On MOTION by Mr. Teagle seconded by Mr. Dearing with all in favor, the Check Register was approved.

2. Balance Sheet and Income Statement

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

3. Approval of Fiscal Year 2021 Meeting Schedule

On MOTION by Mr. Teagle seconded by Mr. Dearing with all in favor, the Fiscal Year 2021 Meeting Schedule was approved Reflecting Meetings on the Following Dates: November 25, 2020, January 27, 2021, March 24, 2021, May 26, 2021, July 28, 2021 and August 25, 2021.

4. Amenity Manager's Report

Ms. Chambliss gave an overview of the report, copy of which was included in the agenda package.

Ms. Chambliss stated I have done some research on the virus and how it is spread and the virus does not live very long on surfaces and in the UV sun and with that being said and the fact that the cases in Flagler County is .2% of Florida's cases, we would like to have the pool chairs put on the deck and they are starting to deteriorate. To replace them is between \$100 and \$300 each. If we put the chairs out and bleach them and let them sit in the sun, I think that would be a

good thing and the residents would like to see those chairs also. A lot of residents would like to use the facilities earlier in the morning.

I heard rumors that a dumpster was going to be placed on our property so we could dispose of our trash; right now we have to take the trash home with us or drive around the neighborhood to find a dumpster. It would be a good idea to have a solution to dispose of our trash.

I have had inquiries about renting the facility at the end of November and December.

Mr. Torres stated the first item that Heather brought up is reopening. At this point the Board has tabled the additional hours and the pool furniture.

Ms. Buchanan stated at this point a lot of my clients response is across the Board. To the extent other Districts have chairs out they probably mostly have some cleaning protocols. I'm also confident I have one District that has said we are functioning like normal. Our advice is to follow the CDC guidelines because I'm not an expert. It is a question whether the Board feels comfortable with taking the risk. From a legal standpoint we still don't have a good sense of whether or not is going to be possible to establish liability in these cases. With community spread it seems pretty unlikely that a person would be able to point to our amenity center as the source of their infection but there is still a risk.

Ms. Chambliss stated everybody signed waiver.

Mr. Teagle asked can you put the furniture out in a way that allows for social distancing?

Ms. Chambliss stated yes and we also have a sprayer we can use with a Lysol type product and we can do that after residents leave. We really don't have that many residents who utilize our facility, at the most 20 people are on the pool deck at a time and they are keeping their distance from others.

It was the consensus of the Board that staff could put the pool furniture on the deck with social distance between them.

Ms. Chambliss stated a lot of people would like to come earlier. The more hours we are open the residents have the ability to space out their time.

Mr. Porter stated I don't see a problem opening the facilities earlier but at any time if there is a spike in cases or you have a hard time getting people to wear a mask and social distance we will very quickly shut it down, but if everybody tries to be safe I have no problem with it.

It was the consensus of the Board to open the facilities earlier as requested.

Mr. Torres stated the last item is the rental program; based on Board guidance that program was suspended.

Mr. Porter stated the fitness facility is pretty much used by one person at a time, at the pool everybody is separated, they are outside, we have chlorine to kill stuff, but I, personally am not comfortable with the idea of opening up the rooms designed for parties and that sort of thing, because social distancing is harder.

It was the consensus of the Board to not resume party rentals.

Ms. Chambliss asked what about the dumpster?

Mr. Viasalyers stated that was left in RMS' lap, Chris Hall was talking with the engineer to figure that out. You will have to revisit that with RMS.

Mr. Amans stated we did design a pad and were trying to get a price for the construction, but it was decided it may not be needed at this time and we tabled that until it becomes a necessity. If you want us to get a price on that pad we probably need to revisit the size as well to make sure it is sufficient for the operation. If the amenity center manager wants to get in touch with me we can talk about it and look at the options and cost.

5. Field Manager's Report

Mr. Viasalyers reviewed the field manager's report and stated we have three proposals we would like to get approved. The first is proposal 82185 and is next to the bocce ball court at the amenity center and when it rains all the mulch is clogging the drain and the drain no longer allows the overflow from the water to run off into the storm pond. We are looking to remove that mulch and put down river rock to prevent the drain from getting clogged. The total for that is \$1,895.

Some of the residents on Lakeside Court have concerns because behind their homes are some tall pine trees and if they were to fall in a storm or lightning strike they could potentially hit their fences. We worked with the landscape vendor to get a price to remove these trees and that is \$1,232.91.

The third proposal is behind that same area on Lakeside court there are six or seven homes and is an area we added on in the first addendum at the last meeting for Yellowstone to maintain. That area also had some grading issues we were unaware of at the time. They didn't

have sod, there were tree stumps and this proposal is to prepare the area and install some turf to allow Yellowstone to properly maintain that area.

Mr. Porter stated on the first one I like the idea of putting in river rock instead of mulch but I get sticker shock at over \$1,000 for the rock. Have we looked at that price? Would someone else do it for less? I know Yellowstone is our landscaper, but is that a fair price?

Mr. Viasalyers stated we will definitely revisit it and get more proposals. I don't think there is an urgency behind this one. We can come up with more proposals for the next meeting.

Mr. Porter stated I would like to do that. On the second one, are the pine trees healthy?

Mr. Viasalyers responded yes, they are very healthy. There was a large influx of complaints from the residents who live in that area.

Mr. Porter stated as a general rule we do not take down healthy trees because something might happen to them in the future. I am absolutely opposed to that one. The third one, will we need to regrade? Will this end up with something that is easy to maintain when it is done?

Mr. Viasalyers responded yes, once it is complete, that will be it, no additional cost for any kind of grading. They are going to go in, remove the tree stumps, add some sod and be able to maintain it.

Mr. Porter stated I would like to do the third one because these are the guys who are going to maintain it and if they put it in and it isn't right, they are going to have to fix it. The third one is fine.

It was the consensus of the Board to proceed with the third proposal, deny the request to cut the pine trees and staff to obtain other quotes for the river rock.

Mr. Viasalyers stated we are working with Yellowstone to provide a map/schedule for the District website. A lot of residents have reached out to us to have that and we are ready to upload that to the website to be available to the residents to see the mowing schedule.

EIGHTH ORDER OF BUSINESS

Audience Comments

Mr. Barnes (Resident) stated thank you to the Board for consideration of the hours at the amenity center. I know that is going to be much appreciated by everybody.

NINTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Porter stated thank you Bob Barnes, I appreciate the kind words.

On MOTION by Mr. Doan seconded by Mr. Teagle with all in favor the meeting adjourned at 6:50 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING
DEER RUN
COMMUNITY DEVELOPMENT DISTRICT

The Deer Run Community Development District Landowners' meeting was held Wednesday, November 4, 2020 at 1:05 p.m. in the Island Club, 501 Grand Reserve Drive, Bunnell, Florida.

Present were:

Mark Dearing
Katie Buchanan
Daniel Laughlin

FIRST ORDER OF BUSINESS

**Determination of Number of Voting Units
Represented**

Mr. Laughlin stated I have a proxy indicating that there are 275 votes being represented.

SECOND ORDER OF BUSINESS

Call to Order

Mr. Laughlin called the Landowners' meeting to order at 1:05 p.m.

THIRD ORDER OF BUSINESS

**Election of a Chairman for the Purpose of
Conducting the Landowners' Meeting**

Mr. Laughlin stated if there is no objection, I will be Chairman for the purpose of conducting the Landowners' meeting.

FOURTH ORDER OF BUSINESS

Nominations for Position of Supervisor

Mr. Dearing nominated himself to fill seat no. 1.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Mr. Dearing cast 200 votes for himself in seat no. 1.

SIXTH ORDER OF BUSINESS

Ballot Tabulation

Mr. Laughlin stated we show 200 votes for Mark Dearing to fill seat no. 1.

SEVENTH ORDER OF BUSINESS

Landowners' Questions and Comments

There being none, the Landowners' meeting adjourned.

SECTION V

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 ____ day of _____, 2021, 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:

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

Print Name: _____

By: _____

Print Name: _____

Its: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2021 by _____, the _____ of D.R. Horton, Inc. – Jacksonville, a Delaware corporation, on behalf of the corporation, who _____ is/are personally known to me or _____ who provided _____ as identification.

Notary Public, State and County Aforesaid

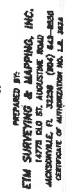
Print Name: _____

Commission No.: _____

My Commission Expires: _____

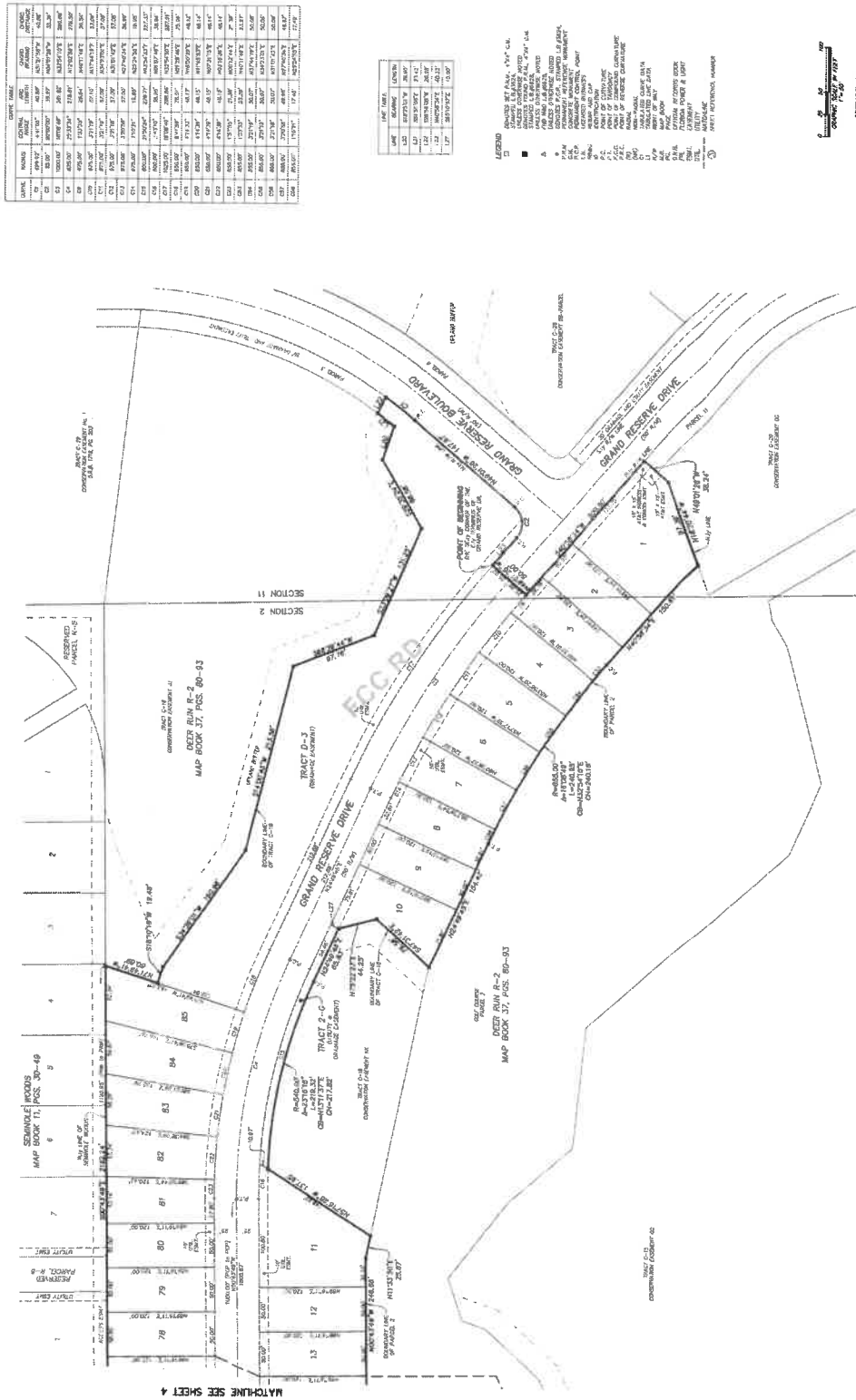
Exhibit "A"

Title to Tracts "2-G" (Utility & Drainage Easements); Tracts "2-B" and "D-3" (Drainage), all as contained within the plat of Grand Reserve Phase 2 in Map Book 39, Pages 68 through 73, inclusive of the current public records of Flagler County, Florida.



GRAND RESERVE PHASE 2

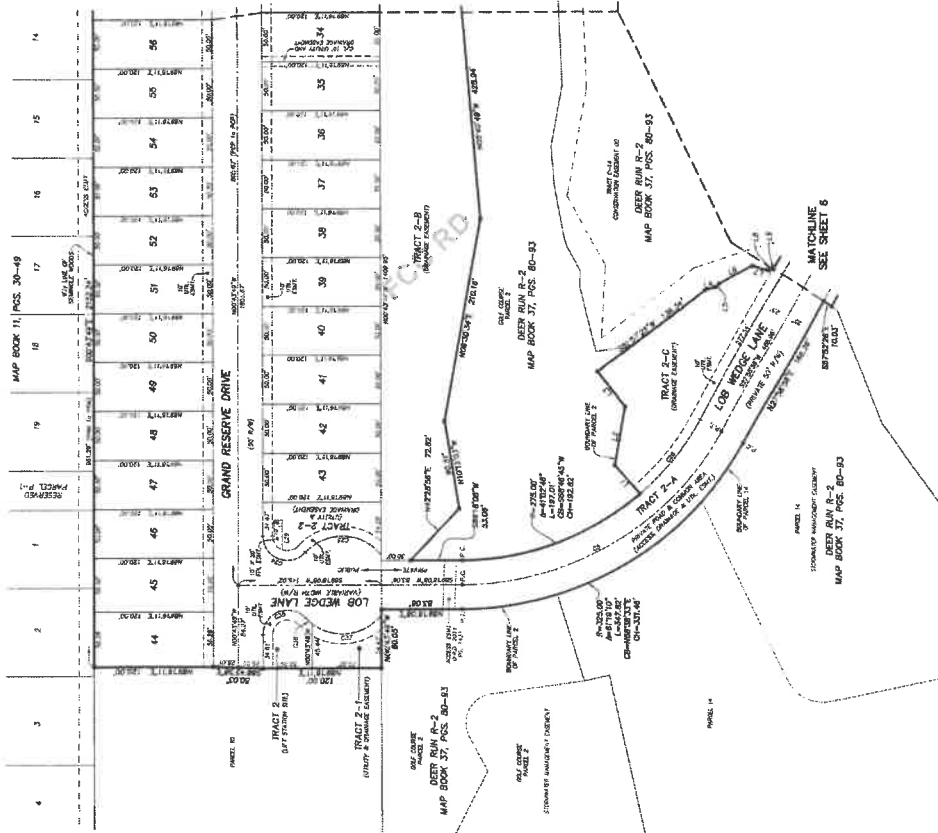
A PORTION OF SECTIONS 2 AND 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA,
BEING A REPLAY OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93,
OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



REGISTERED AT:
ETM SURVEYING & MAPPING, INC.
16775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 842-8350
CERTIFICATE OF AUTHORIZATION NO. L.B. 2024

ETN SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 643-8650
CERTIFICATE OF AUTHORIZATION NO. L.R. 3024

GRAND RESERVE PHASE 2
A PORTION OF SECTIONS 2 AND 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.
BEING A REPLAT OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 83,
OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



DATE	REMARKS	LOCATION
12	12/15/00	12/15/00
13	12/15/00	12/15/00
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DATE	REMARKS	LOCATION
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PREPARED BY:
ETM SURVEYING & MAPPING, INC.
10000 W. US HWY 1, SUITE 100
AUSTIN, TEXAS 78748
CERTIFICATE OF ADEQUACY NO. 138, 2001

GRAND RESERVE PHASE 2
A PORTION OF SECTIONS 2 AND 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.
BEING A REPLAY OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 83,
OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



CDD
HDA

NOTES:
1) All areas shown are subject to the State Plane projection as indicated above and are not to be used for any other purpose.
2) The boundaries shown are not intended to be a representation of the actual boundaries of the property shown.
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SCALE 1" = 100'

PREPARED BY
CITY OF BUNNELL, FLORIDA
JANUARY 1, 2008 (REV) 000-000
CITY OF BUNNELL, FLORIDA

SECTION VI

SECTION B

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: District Managers

FROM: Hopping Green & Sams

DATE: December 2020

RE: Section 448.095, *Florida Statutes* / E-Verify Requirements

As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

"Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, local, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration or that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: <https://www.e-verify.gov/>. An E-Verify enrollment checklist is available at <https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist>. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.
2. On a going forward basis, include the following contract provision in Special District contracts:

E-VERIFY REQUIREMENTS

The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Please let us know if you have any questions regarding the new law. We appreciate your attention to this matter, and can be reached at 850-222-7500.

SECTION VII

SECTION C

SECTION 1

*This item will be provided under
separate cover*

SECTION 2

*This item will be provided under
separate cover*

SECTION 3

Deer Run Community Development District

9655 Florida Mining Blvd., Bldg. 300, Suite 305, Jacksonville, Florida 32257

Memorandum

Date: January 27,2021
To: Deer Run Board of Supervisors
Ernesto Torres, Richard Whetsel
From: Larry Edmestone, Amenity Operations Manager
Heather Chambliss, 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

- Ceiling in Men's bathroom has been fixed and painted.
- Removed extra chlorine jugs from the pool pump area.
- Pickleball court access card readers have been installed and are working and painted.
- Scrubbed the grime off the pickleball courts.
- The City has replaced the water meter by the street.
- Put lattice around the doc to prevent non-residents from getting into the facility (looking for a more permanent solution)
- One Treadmill has been fixed.
- Pressure washing scheduled for February. He will be washing building, chairs, all sidewalks, and pavers in the parking lot. Pool deck pavers look good as of now.
- Added pads to some of the tables on property that were wobbling.

Amenity Manager Event Summary

Special Events:

- Dec. 4th Ornament decorating
- Dec. 8th, we had our first New Resident Social.
- Dec. 19th Holiday Bash by the pool
- Jan.9th Chair Volleyball
- Jan. 24th Chili cook off

Rentals

- There was a rental on December 6th for a baby shower. They rented 2 rooms.

Up Coming Rentals

- January 31 Baby Shower
- February 6th Birthday Party

Classes:

- We have been having Ballroom Dancing on Wednesday November and December they have been working on Swing and will continue swing through the month of January as long as the interest is there.

Community Organized Events:

- Ladies Night is back and has started meeting once a month.
- Bunco has started once every third Thursday.
- Euchre Tournament started December 21 and will continue every 3rd Monday`
- Pickle ball on Thursday and Sunday starting at 4pm
- Poker Night every 3rd Friday
- Acoustic Night the last Saturday of the month.

Scheduled Future Events:

- Jan. 28th Food Truck Friday
- Feb 7th Super Bowl Sunday event
- Feb. 13th Wine bottle craft

Other Projects

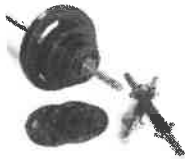
- Working on getting a new panel for the other treadmill.
- Waiting on new light fixture for Men's bathroom by the pool
- We have had some issues with the gutters around the pool deck. We have had 3 companies come out to look at them and they all had said it is not as easy as changing the slope. Double D Quoted \$150 to add new down spout to the end of the gutter. We cannot do this since it would create a water puddle in front of our pool closet and could possibly leak into the closet. Sun Coast quoted \$400 to just change the slope but that would not solve the whole problem. J&J came out and gave me a few different options that would work. The options are added at the end of the document. The other companies did not invoice me a quote they verbally quoted me.



- Working on getting a pool table for the room beside my office. **\$1,188.29.** This table is multi-functional. Residents can play pool, Ping-Pong, and normal card and board games.
- I am also working on making our pool pump area more secure and safe. To finish this project, we will need a new chlorine shed with the demotion of 2 ft. 8.25 in. X 2 ft. 1.5 in X 6 ft. Home depot and ACE has one for \$175, and Lowes has one for \$149. We also need to get a

chemical containment platform for our acid. This will involve moving the acid container closer to the building and creating a more stable foundation with pavers. Then we will build a frame around the platform with 4x4 to create a cage around the acid jugs. This will help prevent future spills.

- I have also reached out to pool companies about a pool heater because several residents have some interest in getting the pool heated. It would take 7 electric pumps to heat our pool. It will take 4 gas and geothermal pumps to heat the pool. It would be between 50,000 – 60,000 to put in electric heaters and then another 11,000 a year to run the electric pumps. I have attached a quote from the geothermal company for geothermal heaters. I am still waiting for an accurate quote on gas pumps. I do know if we go with gas we also have to run a new gas line from meter all the way around the building due to the pipes we have are not big enough to push enough gas to heaters.
- I have reached out to the Kitchen Add Grill company for a new grill part. It was on back order so I have reached out to the corporate office in CA. They are working to get it to us but there has been a four week hold on all deliveries due to COVID. I have been trying to find another company that can supply me with the parts but there is not.
- I have had an interest from a few residents about getting more dumbbells for the gym. On Amazon I can get a set of 60 lb and a set of 80 lb for \$298.86. We can get a barbell set for \$199 from Academy Sports. This set comes with the bar and up to 160lbs of weight.



Bar Bell Set



Dumbbells

- It also appears that there are possible erroneous water meter readings for the property. I have reached out to the City of Bunnell. They have replaced our meter at the street due to the inconsistency of the readings. I have attached charts to document water usage reported by Bunnell since last January. I am waiting for the new report to see if switching out the meter has fixed our problem or if we may have an actual leak on property.

The city has adjusted our bill because they were charging us for reclaimed water. We will be credited \$947.20 for this water.

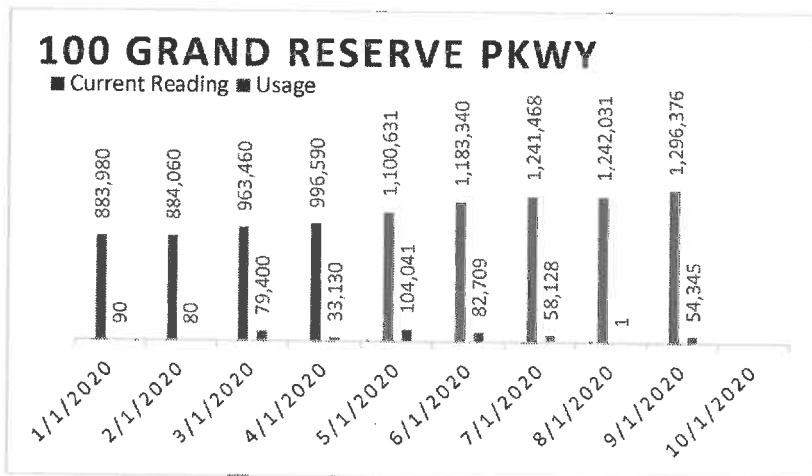
It also appears that we were getting charged by Bunnell for a dumpster that was never put in, so they are going to credit us that as well.

I have attached two estimates from pool companies that are willing to test our pool for leaks. In the event it is actual use, the only other place we could be using that much water is the structure of the pool. This still seems unlikely with significant usage over a short period of time. We have already had the building checked and the pool pumps checked this summer.

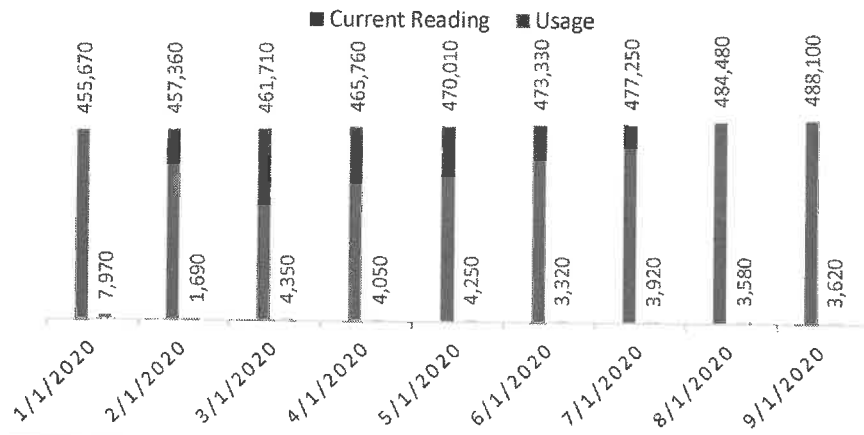
- I have also notice that we do not get any music channels with our TV package. I have had a request for that. When hosting private event, it would be nice to have access to the music channels for background music. We do have the Sonos system, but it is only accessible when staff is on property.

Should you have any questions or comments regarding the above information, please feel free to contact Larry at (919)395-2124 or Rich at (904) 759-8923.

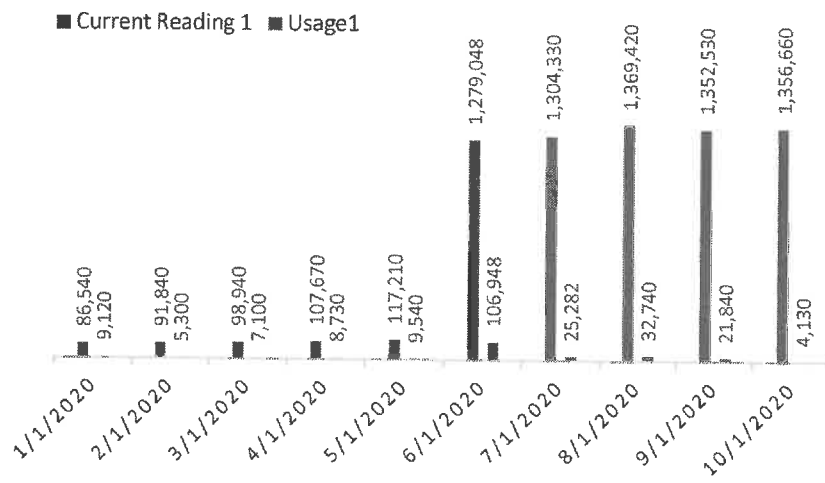
Water Bill Graph



GRAND RESERVE & US1 FOUNTAIN



501 GRAND RESERVE DR



J AND J GUTTERS INC

COMMERCIAL / RESIDENTIAL / INDUSTRIAL
1528 STATE AVE. • HOLLY HILL, FL 32117

FAX: 386-672-7419

JANDJGUTTERS@GMAIL.COM

DELAND W. VOL. : 386-740-8535

PALM COAST : 386-446-5118

DAYTONA AREA : 386-673-1241

NEW SMYRNA : 386-428-3677

WWW.JANDJGUTTERS.NET

STATE CERTIFIED , LICENSED & INSURED
GENERAL & ROOFING CONTRACTORS
CGC1517313 / CCC1329068

SEAMLESS GUTTERS

5" 6" 7" 8" ALUMINUM / COPPER, SPECIALTY GUTTERS

ALL TYPES OF ROOFING

FLAT, SHINGLE, METAL, TILE

ALUMINUM CONSTRUCTION

SOFFIT FASCIA , SIDING , SCREEN ROOMS

POOL ENCLOSURES , RESCREENES,

GARAGE SCREEN DOORS, COMPLETE WINDOW

REPLACEMENT AND HURRICANE PROTECTION

PROPOSAL / CONTRACT / INVOICE

SALES REP: LANCE 407-446-4737

CUSTOMER: ISLAND CLUB

E-MAIL: deerrunningr@rmsnf.com

ADDRESS: 501 GRAND RESERVE DR
Bunnell

HOME #: HEATHER

WORK #: 263 7213

SUBDIVISION:

MOBIL #:

MAP PAGE: _____ ZONE _____

FAX #:

Seamless aluminum gutters installed with hidden hangers for stronger hold and better appearance. No nails!!! We install 3"x4" commercial size downspouts to allow for maximum drainage. All outside and inside corners are trimmed with 3" strip miters. Valley pans are installed on all roof valleys presenting potential overflow. Gutter wedges or special hangers will be used on all homes with slanted fascia boards. This will add more support and prevent gutter from sagging in the future!! Aluminum gutter coil is guaranteed for 20 years by the manufacturer. Installation guaranteed for 5 years.

	Downspout Color	<u>white</u>	FASCIA	
	Gutter Color	<u>white</u>	DESCRIP.	L.F./PIECES
			6" GUTTER	
			7" GUTTER	
			ROLL FORM	
			SUPER/GTR	
			3X4 D/S	
			4X5 D/S	
			ELBOWS A/B	
			OFFSETS	
		MITERS I/O		
		BAY IN/OUT		
		GTR GUARD		

We hereby propose to furnish labor and materials complete in accordance with the above specifications, for the total indicated on this contract. All materials are guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. Agreements contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance for _____ days and is void thereafter at the option of the seller. Payment is due in full at the time of completion of work or upon passing the building department's final inspection. A finance charge of 1 1/2% per month shall be applied to all accounts not paid in full within 10 days of due date. The customer agrees to pay all interest and any costs incurred in the collection of this debt including reasonable attorney fees. If the customer refuses J AND J GUTTERS INC. to begin work or complete work already begun, or to accept materials contracted for, customer agrees to pay liquidated damages of a sum equal to 33 1/3% of entire contract price plus cost of materials and labor already furnished or in progress.

I acknowledge that I have read and understand this contract and agree to its terms.

Buyer _____ Seller: J AND J GUTTERS INC.
(print name)

Date: _____ Date: 10-19-20

Owner/Buyer _____ Sales rep. _____

Owner/Buyer _____ Approved By: _____

Total Contract	
Deposit	
C.O.D. (Before Install)	
Payment Plan	
Upon completion of installation	
Permit Fee	

Form - 96-06062018

J AND J GUTTERS INC

COMMERCIAL / RESIDENTIAL / INDUSTRIAL
1528 STATE AVE. • HOLLY HILL, FL 32117

FAX: 386-672-7419

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5" 6" 7" 8" ALUMINUM / COPPER, SPECIALTY GUTTERS

ALL TYPES OF ROOFING

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SOFFIT FASCIA, SIDING, SCREEN ROOMS

POOL ENCLOSURES, RESCREENS,

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COMPLETE WINDOW REPLACEMENT

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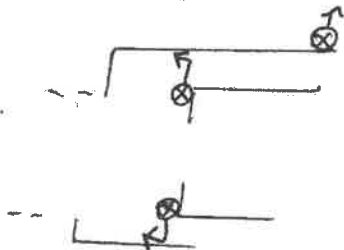
MAP PAGE: _____ ZONE _____

FAX #:

JOB DESCRIPTION:

ADD 1 WHITE 3"X4" DOWNSPOUT
AT POOL AREA

EXTEND 2 DOWNSPOUTS
INTO GUTTER AT 1STORY



We hereby propose to furnish labor and materials complete in accordance with the above specifications, for the total indicated on this contract. All materials are guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. Agreements contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance for _____ days and is void thereafter at the option of the seller. Payment is due in full at the time of completion of work or upon passing the building department's final inspection. A finance charge of 1 1/2% per month shall be applied to all accounts not paid in full within 10 days of due date. The customer agrees to pay all interest and any costs incurred in the collection of this debt including reasonable attorney fees. If the customer refuses J AND J GUTTERS INC. to begin work or complete work already begun, or to accept materials contracted for, customer agrees to pay liquidated damages of a sum equal to 85 1/3% of entire contract price plus cost of materials and labor already furnished or in progress.

I acknowledge that I have read and understand this contract and agree to its terms.

Buyer _____
(print name)

Seller- J AND J GUTTERS INC.

Date: _____

Date: 10-2-20

Owner/Buyer _____

Sales rep. _____

Owner/Buyer _____

Approved By: _____

Total Contract

\$

500

Deposit

C.O.D. (Before Install)

Payment Plan

Upon completion of
installation

Permit Fee

AADVANCED

Innovators of Patented, Non-Invasive,

"Deck-Saver" INTERNAL PIPE REPAIR



Seminole, Lake
Orange/Osceola..... (407) **332-0078**
Sarasota/Manatee..... (941) **960-0078**
Volusia/Flagler..... (386) **226-0078**
Hillsborough..... (813) **226-0078**
Pinellas..... (727) **467-0078**
Brevard..... (321) **325-0078**
Polk..... (863) **802-0078**

email:

operations@advancedleak.com

FL Contractor Lc#

website:

CPC- 056992

WWW.AADVANCEDLEAK.COM

or

a-ald.com or a-leak.com



COMMERCIAL PRICING

Thank you for contacting us regarding the leak, here is a break-down of our pricing. We proudly advertise a 100% detect rate for finding pool leaks.

Detect: We charge \$350.00 to perform a thorough detect on a commercial spa, OR commercial pool with up to 12 scuppers. Add \$25.00 per additional scupper over the initial 12. (If the pool has a catchpool, kiddie pool, negative edge, etc. add \$125.00 per feature.)

Minor repairs: We charge \$0 to \$95 total for minor repairs. This includes Aadvanced™ Epoxy & Aadvanced™ Acrylic repairs anywhere inside shell of pool, minor plumbing leak repairs around pump/filter (Vac Pac), hydraulic pool patch repairs, and re-grout repairs of small sections of tile line, etc.. Minor repairs carry an industry-leading 2-year warranty (unless otherwise stated).

Major repairs: We will leave a separate estimate for major repairs. This includes any repair that takes more than approximately 2 hours to do. For example: cutting through concrete deck plumbing repairs, digging underneath deck plumbing repairs, etc.. Major repairs carry an industry-leading 3-year warranty (unless otherwise stated).

A **complete detect** involves the thorough inspection of the plumbing systems and the actual structure of the pool itself. All plumbing lines are isolated (including the filter tank), and electronic leak location equipment is used should any of the plumbing indicate leakage. The structural inspection involves diving the pool and systematically inspecting the pool's interior. It also includes isolating the main drain grate(s) and inspecting the main drain box(es), inspecting light niche(s), isolating scupper grates and checking scupper cups, inspecting return and vac ports, and checking the upper tile line. Between the plumbing & structural parts of the detection, we guarantee to find all leak areas.

When you are ready to schedule a leak detection, please call our office!

Thanks,

Operations Manager



Quote

#188031

Quote Date: 12/21/2020

Bill To
Island Club
FL 32110

Job Site
Island Club
FL 32110

Description of Work	Qty	Price	Total
Commercial Pool Leak Detection <ul style="list-style-type: none">Includes testing of the pool shell, plumbing lines and equipment60 day warranty <p><i>Note: Bodies of water can lose up to 1/4 inch a day from evaporation under normal operating conditions.</i></p> <p><i>Disclaimer: Fees for services will apply if water loss is due to evaporation.</i></p> <p><i>Disclaimer: Red Rhino Leak Detection is not responsible for the purchase or replacing of gutter grates that have been Diamond Brited over or that have rusted screws. All gutter grates will have to be removed at the time of inspection in order to pressure test the gutter lines.</i></p>	1.00	\$695.00	\$695.00
Priced per additional gutter over 20	22.00	\$35.00	\$770.00
Price is per 10 or less floor returns	1.00	\$100.00	\$100.00
Per floor return over 10.	30.00	\$10.00	\$300.00
		Subtotal	\$1865.00
		Tax	\$0.00
		Total	\$1865.00

Warranties / Disclaimers

Payment is expected within 30 days of Invoice. License CPC1457457

Accept Quote

Symbiont Service Corp

Geothermal Pool Heaters

POOL/SPA HEATING SUBMITTAL DATA PROJECT:

Island Club at Grand Reserve

501 Grand Reserve Drive Bunnell, FL

SAVINGS/PAYBACK RECAP: Heating the pool to

77 degrees INSTALLATION COSTS:

Symbionts: \$126,916.60

Air Source: \$ 55,000.00

JOB COST DIFFERENCE: \$71,916.60

	Heat Pumps	Geothermal
Heating	\$23,795.50	16,656.85
Reserves for replacement	\$10,000.00	\$3,726.33
ANNUAL EXPENSES:	\$33,795.50	\$20,383.19

ANNUAL SAVINGS: \$13,412.32

PAYBACK FROM SAVINGS IN YEARS: \$5.36