

*Deer Run Community  
Development District*

*Agenda*

*March 24, 2021*

# AGENDA

***Deer Run  
Community Development District  
Revised Agenda***

**Wednesday  
March 24, 2021  
3:00 PM**

**The Island Club  
501 Grand Reserve Drive  
Bunnell, Florida 32110**

- I. Roll Call
- II. Audience Comments
- III. Approval of Minutes of the January 27, 2021 Board of Supervisors Meeting
- IV. Consideration Items
  - A. Aquatic Plant Management Agreement with Applied Aquatic
  - B. Agreement with Riverside Management Services for Facility Management, Pool Maintenance and Janitorial Services
  - C. Resolution 2021-03 Providing for the Removal and Appointment of Assistant Treasurer
  - D. Resolution 2021-04 Setting a Public Hearing on Amenity Policies and Rates
- V. Consideration of Work Authorization 2021-1 with Dewberry for General Engineering Services - ADDED**
- VI. Consideration of Work Authorization 2021-2 with Dewberry for SJRWMD Permit Compliance and Conservation Easement Release - ADDED**
- VII. Discussion of Swale on Lakeside – *Requested by Supervisor Barnes*
- VIII. Discussion of Street Parking Signage
- IX. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Amenity Manager's Report
    - iv. Field Manager's Report
- X. Audience Comments
- XI. Supervisors Requests
- XII. Adjournment

# 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, January 27, 2021 at 3:00 p.m. in the Island Club, 501 Grand Reserve Drive, Bunnell, Florida.

Present and constituting a quorum were:

Robert Porter	Chairman
Mark Dearing	Vice Chairman
Bob Barnes	Assistant Secretary
Gail Lambert	Assistant Secretary

Also present were:

Ernesto Torres	District Manager
Sarah Warren	District Counsel by telephone
Michelle Rigoni	District Counsel by telephone
Peter Amans	District Engineer
Heather Chambliss	Amenity Manager
William Viasalyers	Field Manager

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Audience Comments**

A resident asked which is considered the front entrance, 1 or 100?

Mr. Porter stated I guess it depends on who you ask. I don't know. I think of it as 100.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Administration of Oaths of Office to Newly Elected Board Members**

The oath of office was taken prior to the meeting.

**B. Consideration of Resolution 2021-01 Canvassing and Certifying the Results of the Landowner's Election**

On MOTION by Mr. Dearing seconded by Mr. Porter with all in favor Resolution 2021-01 Canvassing and Certifying the Results of the Landowners' Election was approved.

**C. Consideration of Resolution 2021-02 Electing Officers**

Mr. Porter stated currently I am Chairman, Mark is vice Chairman, everybody else is Assistant Secretaries as is Ernesto.

Mr. Torres stated I can move to the Secretary position and George Flint will be an Assistant Secretary along with Ariel Lovera treasurer.

On MOTION by Mr. Dearing seconded by Mr. Barnes with all in favor Resolution 2021-02 was approved reflecting the following officers: Robert Porter Chairman, Mark Dearing Vice Chairman, Ernesto Torres Secretary, Ariel Lovera Treasurer, George Flint, James Teagle, Gail Lambert and Bob Barnes Assistant Secretaries.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the August 26, 2020 Board of Supervisors Meeting and Acceptance of Minutes of the November 4, 2020 Landowners' Meeting**

On MOTION by Mr. Dearing seconded by Mr. Barnes with all in favor the minutes of the August 26, 2020 Board meeting were approved as presented and the minutes of the November 4, 2020 Landowners' meeting were accepted.

**FIFTH ORDER OF BUSINESS**

**Consideration of Phase 2 Warranty Deed**

Mr. Dearing stated this is just conveyance of the common areas in the newly platted area to the CDD, most of which are to remain natural.

On MOTION by Mr. Dearing seconded by Mr. Barnes with all in favor the Phase 2 warranty deed was accepted.

**SIXTH ORDER OF BUSINESS**

**Consideration of Proposals with Yellowstone Landscape**

**A. Amenity Center Palm Tree Pruning**

Mr. Viasalyers stated the first proposal is 105719 to do the annual pruning of the 18 palms around the amenity center and the 8 specialty palms for \$990.00.

**B. Light Pole Oak Tree Trimming**

Mr. Viasalyers stated we have had emails from residents about the light poles from the US 1 entrance; there are about 16 pole lights that need to be trimmed and this is for an arborist to come in and work with Yellowstone for a cost of \$1,643.88. This is for safety and illumination of the sidewalks in those areas.

**C. Grand Reserve Front Entrance Enhancement**

Mr. Viasalyers stated the third and final proposal is for \$3,523.30. This was a request by one of the Board Members to see about converting the US 100 entrance from a water feature into a plant feature so the maintenance would just be a quarterly change out of the flowers versus if the pump goes out you have to replace the pump, the cost of water and that kind of thing.

Ms. Lambert stated we need a comparison long term for either keeping the fountain or maintaining landscaping.

Mr. Viasalyers stated the cost to replace the pump would be just over \$2,000 a one-time cost upfront and we don't know how long they would last, it can average out to 5 or 10 years and that is a \$2,000 initial cost plus the cost of water, maintenance and all that stuff every year. If we go with the proposal at the initial cost of \$3,523.30 there is going to be an annual cost to do the quarterly switch out of \$450 each quarter or \$1,800 annually.

Mr. Porter stated personally I like the water feature I would hate to throw that away. Horton spent the money to replace the pumps, redo the piping, replaced the electric service because we had a lot of trouble keeping the pump running. That was all done at no cost to the District and now we have a potable water source so it is better quality water and it should run a lot better and it has been running better.

Mr. Barnes asked aren't we talking about the 100 entrance?

Mr. Porter stated Sorry, I was on the wrong entryway. I don't have a problem with that, it has been a problem for us all along.

We like two of the three proposals and leave the entry feature as it is.

On MOTION by Mr. Dearing seconded by Mr. Barnes with all in favor proposal #105719 from Yellowstone in the amount of \$990.00 and proposal #96425 from Yellowstone in the amount of \$1,643.88 were approved.

### **Replace Pump at U.S. 100 entrance**

Ms. Lambert stated we need to approve the pump replacement.

Mr. Viasalyers stated that wasn't included because I didn't get the revised proposal until the last minute, but it is for \$1,080 to replace the damaged pump. It has been down for quite some time.

Ms. Lambert asked would the enhancement include repainting the sign?

Mr. Viasalyers stated that is something we are working on. We are having some trouble getting local vendors. GMS has reached out to RMS but have not yet received a cost. We will continue working on that to get the letters repainted.

On MOTION by Mr. Dearing seconded by Mr. Barnes with all in favor the proposal from Yellowstone for replacement of the pump at the entrance at US 100 in the amount of \$2,080 was approved.

## **SEVENTH ORDER OF BUSINESS**

### **Discussion Items**

#### **A. Discussion of landscape Improvements – Requested by Supervisor Lambert**

Ms. Lambert stated the palms in the back are an ongoing challenge and about 18 months to a year ago we had the plants cleared and invasive plants sprayed. We have volunteers and won't have to involve Yellowstone. How can we improve the landscaping without a lot of extra cost? Can we get proposals from residents to be able to plant a tree or shrub and have a contract between the residents and the CDD? Or contract a local landscaper that may be more competitive.

Mr. Porter stated one concern I would have is in the past when we stopped mowing and just let come back whatever comes back that made some people absolutely crazy, they worry about snakes and rats and that kind of thing and more than once we have had to go back in. I don't mind the idea if we have somebody who is living on a pond and we make sure our attorney

agrees, giving them a license agreement that if they want to take care of the part between their lot and the water I'm happy to have them do it. If they would like to mow it they can mow it, if they prefer not to mow it then let it grow in naturally or if they would like to plant something it doesn't really bother me. What we are set up for essentially and with all this mud it isn't working really well is to be able to mow, because it is the most efficient thing to do. I don't want to spend the District's money with somebody out there with a weed-eater trying to take out stuff selectively around trees and that kind of thing. We can just let it grow, but I don't know how many residents are going to be happy with that.

Ms. Lambert stated I don't think residents want that, particularly the no. 2 section.

Mr. Porter stated if you want to take on the effort of maintaining it, it doesn't cost the CDD anything and you can have it the way you like it and if that is nothing but grass or if you would like to have trees I don't think it has a bad effect on anybody that is adjacent.

Mr. Viasalyers stated it is an impact to our landscaping because if we stagger each house, one house may want to do it and another may not want to do it, that is going to become cumbersome for their workload and they won't be able to maintain the lots and there is no irrigation on the banks either, which is another issue.

Mr. Porter stated I understand, even if it were every other lot we can't have somebody go straight down the lot line with trees but if we did something like a curving path that a mower could follow. Certainly we want to work with you in terms of where they can plant and we can't do it without having some kind of agreement so anybody who wants to do this would need to get in touch with Ernesto and you can meet with him. We can do it and have a limit of what they are going to maintain as opposed to what you maintain.

Ms. Lambert stated maybe we could do something similar to the HOA where you submit a form.

Ms. Warren stated a license agreement is certainly an option and probably at this point it would be helpful if Ernesto, William and I have a chance to look into that area a little bit closer and discuss various considerations and what makes sense in terms of a framework to be spelled out in that agreement. We can work on that and the Board can authorize staff to move forward with that or we can bring it back to the Board at a future meeting.

Mr. Porter asked does anyone object to the idea of giving the people next to the water, the right to maintain their own if they want to?

A resident stated what goes through my mind is we have an approved list of choice. You have a form and you check off what you want to do and as long as it conforms to that list and we are all in agreement then it is fine.

A resident stated I live next to the water but my neighbors don't want to do it. What happens then?

Ms. Lambert stated whoever doesn't want to do it, it will be maintained like it is now.

A resident stated I thought you said we would have to maintain it.

Mr. Porter stated if you plant a tree we are going to expect you to maintain the area around the tree. You have to leave a path they can get their equipment through.

A resident stated I have no problem with that at all.

Mr. Porter stated if we adopt this kind of policy we will put something in writing that makes it clear as to what you can and cannot do. If everybody agrees to this let's have our attorney and staff get together, work on it and I will get with the attorney to figure out what kind of forms we need and get started with something.

We may not be able to have vegetation in there. We will get our Engineer to look at that specifically because if that is designed to convey the water we are not going to want to do anything that gives us a potential flood in heavy rains or tropical storms. Also make sure it is not a violation of the water management district permit and that sort of thing.

## **B. Discussion of E-Verify Requirements for Special Districts**

Ms. Warren stated there is a new state law that prohibits public employers from hiring anybody who is not authorized to work in the U.S. and in order to comply with that law the District is now required to enroll in the E-Verify System, that basically states we will comply with the authorization process. This applies to District employees and once we enroll in that program we file a memorandum of understanding that outlines the District's responsibilities. It would just be a matter of our agreement incorporating some standard language and also puts some responsibility on the contractors to also follow the same law. We would like the Chair to be authorized to sign off on that memorandum of understanding so we can enroll the District in the E-Verify System.

On MOTION by Mr. Dearing seconded by Ms. Lambert with all in favor the Chairman was authorized to execute the memorandum of understanding for the E-Verify System.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Ms. Warren stated we continue to monitor everything and we will keep the Board apprised of anything that may impact the District's operations and we are gearing up for the start of the legislative session in Tallahassee and we will be monitoring any legislation that may impact Districts or you as members of the Board and will keep you up to date.

#### **B. Engineer**

Mr. Shultheis stated we did receive a letter from the St. Johns River Water Management District about a potential concern. They asked us to get in touch with a specific person within the District before the 30<sup>th</sup>. We made contact with them already to try to get more information on what the issue really is. I think they sent us some maps of some areas that they think were cleared. We are trying to look into what was originally permitted to make sure that those areas were already permitted and were done as part of the master permit. I think Ernesto and District Counsel we should probably discuss what we want to do as far as communicating with the District, but right now I'm just getting all the information we need to see where we stand.

#### **C. Manager**

##### **I. Approval of Check Register**

On MOTION by Mr. Dearing seconded by Mr. Barnes 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. Amenity Manager's Report**

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

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

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

## **NINTH ORDER OF BUSINESS**

### **Audience Comments**

A resident stated a lot of residents like to leave their cars out in the street all night and block the street. Also there are a lot of cars that speed.

Mr. Porter stated Horton put in speed humps to slow it down some. We had a few residents who were upset because of that.

A resident stated on illegally parked cars you need a tow program.

Mr. Torres stated the roads are not CDD property, they belong to the city. We do have a policy for anyone who parks on CDD property that after warnings we can tow.

Mr. Porter stated we don't have the authority to enforce traffic rules or parking rules, on the streets, that is the City of Bunnell. We do have a policy for illegally parked cars on CDD property and Ernesto can have them towed. You just need to let him know.

A resident asked Golfview for instance, is that CDD or City of Bunnell.

Mr. Porter stated all the District owns is this site, a little bit of land at the entryway and some retention ponds.

A resident stated there are people parking 24/7 on lawns and CDD property. There is one on the grass around the lake at the corner of Golfview and Lakeside and it has been there for four weeks. If you are going to do any type of pool heater, no matter the expense, it needs to be spelled out to the penny to each and every single resident in this community on how much their CDD fee is going to go up. People in the community are asking for a pool heater when they bought a house with a community pool with no heater. Our community is not built out and people are moving in with no clue as to what their taxes are going to be and their CDD is until they are here for a period of two years. I have been here over two years and just found out in January exactly how much my mortgage is because of the amount of taxes.

Mr. Porter stated it is going to change every year. The way this works is the debt service portion stays the same until the bond is paid off, which is about 30 years. The operation and maintenance is set by this Board every year based on the budget that Ernesto will create which reflects what we are under contract for, for lake maintenance, landscaping, what we spend to maintain this building. Every year it changes up or down and I think everybody knows it very seldom goes down. We have not decided to put in a heater in the pool. Every year there is a



public hearing on the budget, you get a mailed notice that gives the date and if you come to the hearing we go over every line item in the budget that anyone has a question on.

Mr. Scott stated all summer people were saying we need a new pool so I took the initiative to get quotes on what it would cost to heat the pool so we can know what we are talking about. I put a comment on the Facebook page that Heather's report will be released today and there was lots of discussion. The capital cost of heating the pool depending on which method ranges from \$55,000 to \$123,000, depending on the type of heating system that is installed. The operating cost for heating the pool would be from \$11,000 per year to \$33,000 per year depending on the method selected. All this information is in Heather's report, which is on the CDD website. I would pay \$11,000 to heat the pool but I would not be willing to approve \$123,000 in capital expense. \$11,000 per year would equate to about \$24 on every homeowner's annual CDD fee. It is very expensive to install a heater on this pool. It is not on the agenda, it is not up for consideration but it is nice to know the cost so people can discuss it and decide what they want to do.

Mr. Porter stated a lot of times what you will see is someone will want to know if it is feasible to heat the pool. Changes like that we won't make in the middle of the year, we would discuss that when we are putting the budget together.

You mentioned the website. You will never find me on the website and hopefully, none of the other members of the Board because it is illegal for us to talk about issues like that with other Board Members outside of a meeting.

A resident stated I understand that the streets are all owned by Bunnell, but I would like to recommend that the contractors creating potholes repair them while they are still out here working. We do have a resident here that has been going out at night and filling them up with concrete and that shouldn't happen either.

Yellowstone is doing a decent job mowing, but they are mowing over the trash that the contractors are throwing out their windows. I would like them to pick the trash up. We have a couple that go out with a garbage bag and clean the street and they shouldn't have to do that. The entrance at route 1 is always full of trash.

Mr. Viasalyers stated I come out every other week and we ride through with Yellowstone and that is one of the top items that we continuously have and bring to their attention. I will revisit that topic with them.

A resident stated I'm one of the people who think a heated pool would be a great idea. With all due respect when we first moved here we thought the pool was heated. Once we moved in we talked to Heather and we didn't expect to heat the pool tomorrow and we don't understand the opposition to a heated pool. There are people who do not want to heat the pool. Most days when I'm here nobody is grilling and it is a nice facility and I have been in other facilities where they had a heated pool and it becomes the community center.

Mr. Porter stated as we get closer to the budget process dates there will be a proposed budget and a public hearing to discuss and adopt it. When we get ready to do the proposed budget we can talk about it. We can talk about how much it would be per person to add it and so forth and what other possibilities there may be.

A resident stated on Lakeside there is a large pond at one end and at the very back end where the maintenance shed is located is a very small pond. In between those two is a canal and that canal is dry mud. My next door neighbor the other day took me inside and to the backyard and said, smell that. She said even if I wanted to sell my house tomorrow I can't because nobody walking into my backyard and smell that and buy the house. Is that something that should be in a brand new community? The canal behind seven houses is a mud mess.

Mr. Viasalyers stated to go into what you were asking, it is behind 126, I met with the homeowner previously, we reviewed that area. The Engineer can speak to what it is designated as but it is technically a swale area that gets a little bit of overflow of water, it holds the water, it does become stagnant. We can see if our lake vendor is able to clean it up a little better to prevent any constant smell and see what the options are. It is not a pond it is just a little swale area.

Mr. Porter stated we will look into and see what we can do.

A resident asked who is responsible for the conservation areas? Is it CDD?

Mr. Porter stated most of them belong to the CDD but they are subject to a conservation easement that is granted from the water management district that essentially says we can't do anything. If there is a tree on the edge of it that endangers a house they will let us take it out but in general we have to stay out of it, it is just for wildlife.

A resident stated I just wondered if the swale they were talking about was conservation or CDD.

Mr. Viasalyers stated it is technically in the conservation area. We are going to meet with the District Engineer and review it with him and see what options we can do legally.

**TENTH ORDER OF BUSINESS**

**Supervisor's Requests**

There being none, the next item followed.

On MOTION by Mr. Dearing seconded by Mr. Porter with all in favor the meeting adjourned at 4:10 p.m.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

# SECTION A



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

## AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: February 25, 2021

Name Deer Run CDD  
Address 219 E. Livingston St  
City Orlando, FL 32801  
Phone 407-451-4047

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

*The parties hereto agree as follows*

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

Ponds #1B-3 and #1B-2

- 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: 03/01/2021 thru 09/30/2021.

**Agreement will automatically renew as per Term & Condition 14.**

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$165.00	Due monthly as billed x 7.
Total Annual Cost	\$1,155.00	

*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 March 25, 2021
- 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: Telly R. Smith

Date: 2/25/2021

Accepted

Date:

AAM

*Telly R Smith*

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 B



## **AGREEMENT FOR FACILITY MANAGEMENT, POOL MAINTENANCE AND JANITORIAL SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into this 24<sup>th</sup> day of March 2021, with an effective date of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between:

**DEER RUN COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Flagler County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and

**RIVERSIDE MANAGEMENT SERVICES, INC.**, a Florida corporation, with offices located at 9655 Florida Mining Boulevard West, Building 300, Suite 305, Jacksonville, Florida 32257 ("Contractor" and, together with the District, "Parties").

### **RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District owns, operates, and maintains an amenity center that includes a swimming pool and associated grounds and other recreational facilities (collectively, "Facilities"); and

**WHEREAS**, the District desires to retain an independent contractor to provide for facility and field operations management, janitorial and pool maintenance services for the Facilities; and

**WHEREAS**, Contractor has a background in the management and maintenance of recreation facilities, including pool water cleaning and maintenance, and is willing to provide such management and maintenance services to the District in accordance with this Agreement; and

**WHEREAS**, the District desires to enter into a contractual relationship with Contractor to manage and maintain the Facilities and to provide other services as described in this Agreement and included in the scope of services attached hereto as **Exhibit A** and incorporated herein by reference (collectively, "Services").

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

**2. ENGAGEMENT OF SERVICES.** The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Facilities for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

**3. SCOPE OF SERVICES.**

**A. Facility Management and Janitorial Services.** Contractor shall provide facility management, janitorial and pool maintenance services in accordance with the terms of this Agreement and the scope of services set forth in **Exhibit A** attached hereto and incorporated herein, both of which may be amended from time to time by the District.

**B. Pool Maintenance Services.** Contractor agrees to provide certain chemicals necessary to maintain chlorine, pH and alkalinity levels of waters held in the Facilities, as defined hereafter, which chemicals may include but not be limited to liquid chlorine (sodium hypochlorate), non-fuming pool acid, bi-carb, shock and shock-totes, calcium chlorite, cyanurics, CYA (stabilizer) and filter powder, as more particularly described in **Exhibit A** (collectively, "Chemicals"). For the avoidance of doubt, the Parties agree that "Chemicals" does not include chemicals necessary to correct water chemistry imbalance caused by property negligence, vandalism, pool draining, faulty or inadequate electric service, inadequate circulation or Acts of God.

The Parties agree that the Contractor shall independently test the water chemistry of the Facilities, and shall keep an accurate and up-to-date written log of such tests during the term of this Agreement and for two (2) years thereafter. In the event that such tests reveal that proper water chemistry is not being maintained, the Contractor shall promptly notify the District of the same, and the Contractor will add chemicals to the Facilities as necessary to maintain proper water chemistry therein. All responsibility for maintenance of the Chemicals in the Facilities shall accrue to and be the responsibility of the Contractor.

Contractor shall not be liable for default in the performance or discharge of its duty to deliver Chemicals under this Agreement to the extent caused by Acts of God, civil or military authority, public enemy, fire, floods, winds, storms, labor disorders, strikes, work stoppages or other labor trouble, accidents riots, civil commotion, closing the public highways, terrorist acts or threats, governmental interference or regulations and other contingencies, similar to the foregoing, beyond Contractor's reasonable control.

**C. Investigation and Report of Accidents/Claims.** Contractor shall promptly provide a full written report as to all accidents or claims for damage relating to the Facilities including any damage or destruction of the property and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

**4. COMPENSATION; EFFECTIVE DATE.** As compensation for Services described in this Agreement, the District agrees to pay the Contractor an annual total not to exceed One Hundred Fifteen Thousand Nine Hundred Two Dollars (\$115,962) plus the cost of "Additional Services" in accordance with the Proposed Fee as set forth in **Exhibit A**, which shall be payable in twelve (12) equal monthly payments of Nine Thousand Six Hundred and Sixty-Three Dollars Fifty Cents (\$9,663.50) per month. Contractor shall provide, upon request, copies of employee time cards documenting the total hours worked. The District shall pay invoices within thirty (30) days of receipt or otherwise in accordance with the Florida Prompt Payment Act. This Agreement shall have the Effective Date first stated above and end September 30, 2021, unless terminated earlier in accordance with Section 10 below. If the District should desire additional work or services not provided in **Exhibit A**, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any agreed upon additional work.

**5. GENERAL PROVISIONS.**

**A.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. While providing the Services identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall use industry best practices and procedures when carrying out the Services.

**B.** Contractor shall promptly respond to any and all emergencies or problems related to the Facilities and shall report to the District all known problems related to the Facilities.

**C.** Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.

**D.** Contractor shall provide, at no additional cost to the District, company uniforms to all personnel providing the Services.

**E.** To the extent that any other terms provided in **Exhibit A** conflict with the terms of this Agreement, the terms of this Agreement shall control.

**6. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this

Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

**7. CARE OF THE PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

**8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with the local, state and federal laws, rules, ordinances, policies and guidelines, as applicable. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Facilities placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

**9. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor. Failure of Contractor to have obtained the necessary permits and licenses to perform under this Agreement shall constitute a default and this Agreement shall terminate immediately.

**10. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS.** Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless otherwise the District's Board of Supervisors ("Board") expressly gives written direction to Contractor.

**11. TERMINATION.** The District shall have the right to terminate this Agreement at any time upon written notice due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District stating a

failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either Party terminates this Agreement, Contractor agrees to accept the balance due and owing on the effective date of the termination for the work performed up to that date. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination.

## **12. INSURANCE.**

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

(i) Workers' Compensation Insurance in accordance with the laws of the State of Florida.

(ii) Commercial General Liability Insurance with limits of \$1,000,000 (one million dollars) applicable to bodily injury, sickness, or death in any one occurrence and \$1,000,000 (one million dollars) for loss or damage to property in any one occurrence.

(iii) Employer's Liability Coverage with limits of \$250,000 (two hundred fifty thousand dollars).

(iv) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).

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

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

## **13. INDEMNIFICATION.**

**A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or

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

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

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

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

**16. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement.

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

**18. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of both Parties hereto, both Parties have complied with all the

requirements of law, and both Parties have full power and authority to comply with the terms and provisions of this Agreement.

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

**20. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

**A. If to Contractor:** Riverside Management Services, Inc.  
9655 Florida Mining Boulevard West  
Building 300, Suite 305  
Jacksonville, Florida 32257  
Attn: Rich Whetsel, President

**B. If to District:** Deer Run  
Community Development District  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: District Manager

**With a copy to:** Hopping Green & Sams P.A.  
119 South Monroe Street, Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: Katie S. Buchanan

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

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

**22. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be null and void.

**23. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that the exclusive venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Flagler County, Florida.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, ETORRES@GMSNF.COM, OR AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**



**25. EMPLOYEE RECRUITMENT.** During the term of this Agreement and for one (1) year following termination of this Agreement, the District shall not actively recruit and/or hire a current employee of the Contractor for a janitorial or maintenance position with the District.

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

**27. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

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

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

**30. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**31. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

**32. E-VERIFY REQUIREMENTS.** 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.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

ATTEST:

**DEER RUN COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

WITNESS:

**RIVERSIDE MANAGEMENT  
SERVICES, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Rich Whetsel, President

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

**Exhibit A:**    Scope of Services

EXHIBIT A

**Riverside Management Services, Inc.**

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

**WORK AUTHORIZATION FOR  
DEER RUN COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2019/2020  
AMENITIES MANAGEMENT, POOL SERVICE AND JANITORIAL SERVICE**

**Amenities Manager:**

Riverside Management Services, Inc. shall provide Amenities Management Services for the Deer Run Community Development District. These services include overseeing all amenity facilities, interacting with residents, prospective residents and their guests, social event execution, and promoting clubs and marketing. RMS has the ability to create a unique schedule to accommodate the needs of each community, which will include the following:

- The Amenities Manager is the liaison for the Community Development District Board of Supervisors and will attend all District Meetings.
- Will prepare a monthly Manager's Report detailing all activity such as all social events, clubs, upcoming events, residents concerns, information regarding completed and planned maintenance projects, etc.
- Primary area of responsibilities will be management of District owned amenities and recreational facilities, to include the planning and execution of social events, programming of resident services, camps, and facility rentals
- Respond to all resident questions and concerns regarding the District in a timely and professional manner.
- Maintain a professional relationship with all residents, welcoming and educating new homeowners, issuing access cards and maintaining data base, updating resident information, supervising staff members, monitoring facility usage and rentals.
- Responsible for updating and maintaining District communications platforms, to include the community website, marquee board, E-blasts and monthly newsletter.
- Coordinate with Operations Manager to ensure all District contracts such as pool maintenance, landscape, janitorial, security, pest control, etc. are in compliance with contract specifications
- Inspect Amenity Center and common areas for lighting, debris removal, pest control, signage and fencing necessary maintenance. Inspections include recommendations to improve safety and minimize potential hazards in order to prevent accidents from occurring
- Coordinate with maintenance staff and the Operations Manager regarding current and upcoming projects based upon inspection reports.
- Inventory cleaning products, paper products, office and first aid supplies.
- Coordinate, organize, and promote all social events and activities throughout the year, Administer rental program of District Facilities for private parties, social events and clubs.
- Educate staff members, security guards, residents, prospective residents and public on District policies and procedures.
- Prepare report for recommendations regarding modifications/updates to the policies and procedures as needed.
- Interactions regarding budgeting, maintenance recommendations, social event recommendations, coordination and communication with the Board of Supervisors and others.
- Process any insurance claims and related repair work.
- Provide recommendations for annual budget, marketing social events, promoting community clubs, etc.
- Responsible for sending CDD information for website updates and maintaining a community social event calendar.
- Interface with vendors for repairs, billing, payments, and approve certain invoices.

#### Amenities Assistant:

The Amenities Assistant shall be employed on a part-time basis as directed by the Board of Supervisors. Responsibilities will include, but are not limited to assist and compliment the Amenities Manager with operating the facilities and assist with special events.

#### Pool Maintenance:

Riverside Management Services, Inc. ("RMS") shall be responsible for the cleaning and maintenance of the "Districts" swimming pool. RMS currently has seven (8) Certified Pool Operators (CPO) on staff and readily available for any Emergency Services that may arise.

#### Responsibilities/Tasks:

- Check pool water quality for clarity, chemical quality, cleanliness and complete equivalent of operational requirements set forth in Chapter 64E-9.004
- Conduct tests for proper pool chemicals as required in order to maintain water quality levels as outlined in Chapter 64E-9.004
- Operate backwash circulation system
- Manually skim, brush tiles, and vacuum pool every site visit
- Inspect all pumps, valves, motors, drives and pool vaults weekly for proper working condition
- Keep daily records log for pool operation and chemical readings as required by code
- Chemicals for cleaning pool tiles, treatment of stains, metal removal agents, oil removal, phosphate and nitrate removal, mustard and black algae treatments shall be invoiced to the District
- Notify Community Manager/Operations Manager of any repair or replacement needs
- Emergency Call Out Service/unscheduled visits shall be invoiced at actual time plus any materials

#### Janitorial Services:

- Maintain the general appearance of all indoor 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 windows, baseboards, wipe down walls and doors
  - Wipe down and sanitize fitness equipment
  - Remove trash and replace trash can liners
  - Restock supplies, paper products, soap, etc. (as needed)
  - Dust, polish and sanitize all appliances, interior fans, etc.
- Service will be provided Monday – Friday between the hours of 6:00 am – 5:00 pm
- Holidays excluded are New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day. If a service visit falls on a Holiday, a subsequent day will be used.
- District to supply all paper products, soap, trash liners, fitness wipes, supplies, etc.
- Please see Exhibit "A" for complete Janitorial Scope

#### 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, and travel reimbursement. Minimum of two (2) hour charge.
- Reasonable reimbursement for the expense of copies, office supplies, etc.
- District to provide computer, printer and/or any other office related supplies

- All supplies, materials needed for maintenance within the District shall be paid-for by the District. An administrative fee of 15% will be charged for all district related purchases.
- Additional staffing, organizing, purchasing, planning, set up and cleaning for special events and facility rentals shall be invoices at \$25.00 per hour
- All RMS employees are subject to a background check, drug screening and physical.

**Pricing:**

	<u>Monthly Amount</u>	<u>Annual Amount</u>
Amenity Manager	\$5,000	\$60,000
Amenities Assistant	--	\$18,750
Pool Maintenance		
Option #1	\$1,541	\$18,492
o Three (3) days service per week (Annually)		
Option #2	\$1,337	\$16,044
o Two (2) days service per week (Nov. – March)		
o Three (3) days service per week (April – Oct.)		
Janitorial Service		
Three (3) days service per week	\$1,560	\$18,720
Additional Services		
o General Maintenance Personnel (per hour)		\$35.00/hr
o Pressure Washing		Upon Request

## SECTION C

**RESOLUTION 2021-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF DEER RUN  
COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE  
REMOVAL AND APPOINTMENT OF ASSISTANT TREASURER OF THE  
DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Supervisors of the District desires to provide for the removal and appointment of an Assistant Treasurer.

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

Section 1. Katie Costa is appointed Assistant Treasurer effective immediately. Effective immediately, the existing Assistant Treasurer, Ariel Lovera, is removed.

Section 2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 24<sup>TH</sup> DAY OF MARCH, 2021.**

**DEER RUN  
COMMUNITY DEVELOPMENT  
DISTRICT**

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**CHAIR/VICE-CHAIR**

**ATTEST:**

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**SECRETARY/ASSISTANT SECRETARY**



## SECTION D

**RESOLUTION 2021-04**

**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 AMENITY POLICIES AND RATES; 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**, Chapter 190, *Florida Statutes*, specifically Sections 190.011(5) and 190.035, *Florida Statutes*, authorizes the District's Board of Supervisors ("Board") to adopt rules, orders, rates, fees and charges 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.** The Board of Supervisors will hold a public hearing to adopt Amenity Rules & Policies regarding the use of the District's recreational facilities and services, setting forth the suspension and termination of privileges related to the same, all as related to the use of the District's recreational facilities and services, a proposed copy of which is attached hereto as **Exhibit A** ("Amenity Rules"). The Board will hold a public hearing on August 25, 2021, at 6:00 p.m., at the Island Club, 501 Grand Reserve Drive, Bunnell, Florida 32110.

**SECTION 2.** At said public hearing, the Board will also consider amending the fees and rates relating to the use of the District's recreation facilities and services as more particularly set forth in **Exhibit A**. The Board will also consider rates, fees and charges of the District, including but not limited to amended rental rate, non-resident user fees and others, as more particularly set forth in attached **Exhibit A**.

**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 24<sup>th</sup> day of March, 2021.

**ATTEST:**

**DEER RUN COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A**      Amenity Rules and Rates, Fees and Charges

# **DEER RUN COMMUNITY DEVELOPMENT DISTRICT**

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## **AMENITIES RULES & POLICIES**

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Ernesto Torres, District Manager  
c/o Governmental Management Services, LLC  
475 West Town Place, Suite 114  
World Golf Village  
St. Augustine, Florida 32092  
P: (904) 940-5850 ext. 403  
F: (904) 940-5899  
E-mail: [etorres@gmsnf.com](mailto:etorres@gmsnf.com)

## **PART 1: Deer Run Community Development District**

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**In accordance with Chapter 190 of the Florida Statutes, and on August 28, 2019 at a duly noticed public meeting, the Board of Supervisors of the Deer Run Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby superseded on a going forward basis.**

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### **USER FEE STRUCTURE**

**The annual user fee for persons not owning property within the District is \$2,500.00**

### **DEFINITIONS**

The following definitions shall apply to these policies in their entirety:

**"Access Card"** – shall mean the identification card issued to Patrons.

**"Amenities"** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse, fitness center, swimming pool, multi-purpose field, tennis courts, playground, picnic area, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

**"Amenities Policies" or "Policies"** – shall mean all Amenities Policies of the District, as amended from time to time.

**"Amenity Manager"** – shall mean the management company, including Community Manager, Lifestyles Director and its employees, staff and agents, contracted by the District to manage the Amenities.

**"Annual User Fee"** – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's rules.

**"Board of Supervisors" or "Board"** – shall mean the Board of Supervisors of the District.

**"District"** – shall mean the Deer Run Community Development District.

**"District Manager"** – shall mean the professional management company with which the District has contracted to provide management services to the District.

**“Family”** – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the legal age of majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

**“Guest”** – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and who must be the accompanied for the entire day by a Patron to use the Amenities.

**“Non-Resident”** – shall mean any person that does not own property within the District.

**“Non-Resident Patron”** – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

**“Patron” or “Patrons”** – shall mean persons or entities who own real property within the District and those persons or entities not owning land within the District who have paid the annual user fee. Tenants shall only be considered “Patrons” if they are renting or leasing a home from persons owning property in the District pursuant to a current, written lease of not less than six months or if they pay the annual user fee. All other persons shall be considered guests.

**“Person”** – shall mean an individual, or legal entity recognized under Florida law.

**“Renter”** – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

**“Resident”** – shall mean any person or Family owning property within the District.

## **AUTHORIZED USERS**

**Generally.** Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

**Residents.** A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

**Non-Residents.** A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in

full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

***Renter's Privileges.*** Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all rules and policies as the Board may adopt from time to time.

***Guests.*** Except as otherwise provided for herein, each Patron (by family) may bring a maximum of four Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place an four Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

***Registration / Disclaimer.*** In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Registration Form, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A**. **All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**

## ACCESS CARDS

***Use of Access Cards.*** Patrons use their Access Cards to gain access to the Amenities. Upon arrival at the clubhouse or other amenity facility, Patrons will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron provide an Access Card to another person to allow him or her to use the Amenities.

***Issuance of Access Cards.*** Each Patron will receive two Access Card per individual residing in the home upon registration with the District. Proof of residence is required.

***Non-Transferrable.*** Access Cards are the property of the District and are non-transferable except in accordance with the District's rules and policies.

***Lost or Stolen Cards.*** All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

## COMMUNITY PROGRAMMING

***Resources.*** The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs, as well as continually add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Patrons can easily find information on new programs and events by picking up the monthly program calendars, reviewing the community bulletin board, or by contacting the Amenity Manager at the clubhouse:

Amenity Manager  
The Clubhouse at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Patrons and Guests Only.*** Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

***Registration.*** Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

***Programs and Activities.*** All programs and services including personal training, group exercise, instructional programs, competitive events, and other programs must be conducted through the Amenity Manager or as directed by the Board. A schedule of activities for the Amenities will be posted in each area and updated by the Amenity Manager.

***Athletic Teams.*** The District may from time to time authorize certain District sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District's rules and policies apply to all such teams, and all such members of any outside teams shall be considered Guests within the meaning of these policies. Please contact the Amenity Manager for further information.

***Cancellation by the District.*** The Amenity Manager will notify Patrons if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account.

***Refunds.*** Program refunds and credit may be granted on a case by case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

## **GENERAL PROVISIONS**

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District.

***Emergencies:*** After contacting 911 if required, all emergencies and injuries must be reported to the on-site Amenity Manager at \_\_\_\_\_, and to the office of the District Manager at \_\_\_\_\_.

***Hours of Operation.*** All hours of operation of the Amenities will be established and published by the District. The clubhouse will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

PLEASE BE AWARE THAT USE OF THE AMENITIES IS AT YOUR OWN RISK. THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE COURTS, FITNESS ROOM, POOL, ETC. CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR



CHILDREN WHO USE THE AMENITIES. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally:

1. **Registration.** All Patrons must have their assigned Access Card upon entering the clubhouse. Cards are only to be used by the Patron to whom they are issued. Patrons must present their Access Cards upon request by the Amenity Manager.
2. **Guests.** Guests must be accompanied by a Patron while using the Amenities, unless the Guest has purchased a Guest Access Card.
3. **Minors.** Adult Patrons are responsible for all minor Patrons from their household or visiting the Amenities as Guests of the Patron, and, to better protect the health, welfare and safety of such minors, a parent/guardian (of at least 18 years of age) must accompany all such minors who are under the age of 14 or who are otherwise unable to govern and look after themselves in an appropriate manner.
4. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors.
5. **Food and Drink.** Food and drink will be limited to designated areas only.
6. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities, except at pre-approved special events. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities.
7. **No Smoking.** Smoking (including e-cigarettes) is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the Amenity Manager.
8. **Pets.** With the exception of service animals, are not permitted. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law. No pets are allowed at the Amenity Center.
9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.

13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
14. **Profanity.** Loud, profane or abusive language is prohibited.
15. **Horseplay.** Disorderly conduct and horseplay are prohibited.
16. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
17. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
18. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
19. **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
20. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
21. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
22. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
23. **Grills.** Grills located in the patio lounge are available under reservation or first come first serve basis.
24. **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.
25. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and guests are asked to keep their ringers turned off or on vibrate while in the clubhouse.
26. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

## FITNESS ROOM

The following policies apply to the District's fitness center:

1. **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.
2. **Usage Restrictions.** For safety purposes, only patrons and Guests ages 15 and older may use the fitness center.
3. **Attire.** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.
4. **Courtesy.** If a Patron/guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work in” between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
5. **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
6. **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8. **Hand Chalk.** Hand chalk is not permitted.
9. **Personal Training.** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited.

## SWIMMING POOL

The following policies apply to the District’s pool:

1. **Swim at Your Own Risk.** The pool areas are not supervised, so all Patrons use the pool at their own risk.
2. **Operating Hours.** The pool areas are open from dawn to 10:00 PM. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
4. **Food and Drink; Alcohol & Smoking.** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted within the fenced area surrounding the pool. Additionally, all General Provisions previously set forth herein apply, including but not limited to the prohibitions on alcohol and smoking set forth as paragraphs 6 and 7 of the General Provisions.
5. **Unsafe Behavior.** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
6. **Diving.** Diving is strictly prohibited at the pool, with the exception of swim team competitions pre-approved by the District.

7. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
8. **Aquatic Toys and Recreational Equipment.** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, pool balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
9. **Entrances.** Pool entrances, including stairs and ladders, must be kept clear at all times.
10. **Railings.** No swinging on ladders, fences, or railings is allowed.
11. **Pool Furniture.** Pool furniture is not to be removed from the pool area or placed in the pool to include the pool sundeck area.
12. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
13. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
14. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
15. **Parties.** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. **Lap Lanes.** Lap lanes are to be used only by persons swimming laps or water walking or jogging.
20. **Minors.** Adult Patrons are responsible for all minor Patrons from their household or visiting the Amenities as Guests of the Patron, and, to better protect the health, welfare and safety of such minors, a parent/guardian (of at least 18 years of age) must accompany all such minors who are under the age of 14 or who are otherwise unable to govern and look after themselves in an appropriate manner.
21. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.

22. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
23. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
24. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.

## PICKLEBALL & BOCCE COURTS

The following policies apply to the tennis courts:

1. **First Come Basis.** Courts are available for use by Patrons and Guests only on a first come first serve basis unless reserved. When other players are waiting tennis court use should be limited to 1 hour.
2. **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
3. **Use.** Pickleball courts are for pickelball only. Bocce courts are for bocce only.
4. **Pets.** Pets, with the exception of service animals, are not permitted on the courts at any time.
5. **Food and Drinks.** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.
6. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the tennis courts.
7. **Operating Hours.** Courts are open from 8 a.m. to 10 p.m. or as otherwise posted. No one is permitted on the courts at any other time unless a specific event is scheduled.
8. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards, hover boards or similar items are permitted on the tennis courts.
9. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
10. **Equipment.** Patrons are responsible for bringing their own equipment.

## OUTDOOR FIRE PIT AND FIREPLACE

1. When in use fire pit must be constantly attended.
2. Fire must be completely extinguished after use.
3. Use is prohibited to anyone under the age of 18.
4. Use only during operation hours.

## FACILITY RENTAL POLICIES

The following policies apply to the rental of the Amenities:

1. **Patrons Only.** Unless otherwise directed by the District, only Patrons may reserve the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. Rental reservations must be made 14 days in advance.
2. **Amenities Available for Rental:** The following Amenities are available for rental: Meeting Room, Great Room, and Patio Lounge
3. **Payment & Registration.** At the time the reservation is made, one check or money orders (no cash), one for the deposit made out to District (Deer Run CDD) must be delivered to the Activities Director along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District, must schedule a time to complete a rental check list with Activities Director one week in advance. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
4. **Rates and Deposits.** The rental rates and deposits for use of the Amenities are as set forth in the District's rules. The deposit will secure the rental time, location and date. To receive the full refund of the deposit within 10 days after the party, the renter must:
  - i. Remove all garbage, place in dumpster and replace garbage liners;
  - ii. Take down all decorations or event displays; and
  - iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.
5. **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.
6. **Duration of Rentals.** Unless otherwise authorized by the District, each rental shall be for a minimum of two hours but no more than six hours, rental events shall not extend past 10 p.m. Additional fee may be charged for rentals that extend beyond the reserved hours. See exhibit B, rental form.
7. **Available Hours.** The Amenities may be rented for parties and events during normal operating hours. Additionally, the designated rooms may be rented after hours and until 10:00 pm. All parties and events, including clean-up, at the clubhouse must conclude by midnight. Please note that the Amenity Center is unavailable for private events on the following holidays:

Easter Sunday  
4<sup>th</sup> of July  
Thanksgiving  
Christmas Day

Memorial Day  
Labor Day  
Christmas Eve  
New Year's Eve

#### New Year's Day

8. **Capacity.** The clubhouse capacity limit shall not be exceeded at any time for a party or event.
9. **Noise.** The volume of live or recorded music must not violate applicable Flagler County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes and staff offices
10. **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District is to be named on these policies as an additional insured party.
11. **Cancellation.** If the renter wishes to cancel a reservation, the cancellation must be communicated to the Activities Director no later than thirty days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than 3 days prior to the event 0% of the security deposit and 100% of the rental fee will be returned. Should inclement weather cause the Amenity Center to be closed and prevents the event from occurring on the scheduled date the Amenity Manager will make every attempt to reschedule event or return 100% rental fee and deposit.

#### THUNDERSTORM POLICY

Amenity Manager are responsible for the pool and or other District properties, during thunderstorms, heavy rain and other inclement weather. The Amenity Manager will determine whether swimming is permitted during the times the swimming pool is attended. During the periods of heavy rain, thunderstorms and other inclement weather, the pool area, tennis courts, recreational lake, and parks will be closed. If heavy rain, thunder and/or lightning occurs, everyone will be required to exit the pool and other pool areas at the first sound of thunder and/or first sighting of lightning for a waiting period of at least 30 minutes. At any point during the 30 minute waiting period, if thunder and/or lightning is heard or seen, the waiting period will be extended 30 minutes from the last sighting or sound.

#### PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

#### USE AT OWN RISK; INDEMNIFICATION

**Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.**

**Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.**

**The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.**

**For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.**

### **SOVEREIGN IMMUNITY**

**Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.**

### **SEVERABILITY**

**The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.**

### **AMENDMENTS / WAIVERS**

**The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.**

**ATTACHMENT A:            Consent and Waiver Agreement**





**ATTACHMENT A**  
**Consent and Waiver Agreement**

**CONSENT AND WAIVER AGREEMENT**  
**- Deer Run Community Development District -**

The Deer Run Community Development District (“**District**”) owns and operates certain amenities, including a clubhouse, pool, playground, walking trails, and other facilities, and offers certain amenity programs, to the District’s patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “**Activities**”), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, \_\_\_\_\_ Homeowners’ Association, Inc., \_\_\_\_\_, and any of their affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the “**Indemnitees**”) from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Activities, unless such loss is solely the result of Indemnitees’ gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(if Participant is 18 years of age or older)

Parent/Guardian Name: \_\_\_\_\_  
(if Participant is a minor child)

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(if Participant is a minor child)

Address: \_\_\_\_\_

Phone Number (home): \_\_\_\_\_

Phone Number (alternate): \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.**

**PRIVACY NOTICE:** Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

**PART 2: Deer Run**  
**Community Development District**  
*Rule for Amenities Rates*

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Deer Run Community Development District adopted the following rules to govern rates for the District's Amenities.**

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1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenities Policies of the Deer Run Community Development District, as amended from time to time.

3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

4. **Reservation Rates for Clubhouse.** Any Patron wishing to have the exclusive use of any room or area within the clubhouse must pay the appropriate fee and submit a security deposit in the amounts set forth below. (For clarification purposes, all Guests must be represented by a Patron and deposit must be made by the Patron.)

Room / Area	Rental Fee	Deposit
Meeting Room	\$0.00 - \$75.00	\$0.00 - \$75.00
Great Room	\$0.00 - \$250.00	\$0.00 - \$250.00
Patio Lounge	\$0.00 - \$250.00	\$0.00 - \$250.00
Overview Room	\$0.00 - \$250.00	\$0.00 - \$250.00

5. **Non-Clubhouse Rates.** The following non-clubhouse fees apply: TBD when applicable

6. **Miscellaneous Fees.**

Item	Fee
Access Cards	Free – 1 <sup>st</sup> Resident
Replacement of Damaged, Lost, or Stolen Access Card	\$10.00 - \$25.00
Insufficient Funds Fee (for submitting an insufficient funds check)	\$35

7. **Special Provisions.**

- a. **Homeowner's Association Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.
  - b. **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.
8. **Adjustment of Rates.** Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in paragraphs 4, 5, and 6 by not more than five percent per year to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.
9. **Prior Rules; Policies.** The District's prior rules setting amenities rates are hereby rescinded. The District's Amenities Policies, as may be amended from time to time, govern all use of the Amenities.
10. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2018)

Effective Date:

**PART 3: Deer Run**  
**Community Development District**  
*Disciplinary & Enforcement Rule*

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on \_\_\_\_\_ at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Deer Run Community Development District adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby superseded on a going forward basis.**

---

**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenities Operating Rules.

**2. General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.

**3. Suspension of Rights.** The District, through its Board, District Manager, Amenities Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies (e.g., Amenity Rules and Policies);
- f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

**4. Authority of Amenities Manager.** The Amenities Manager or his or her designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited

to those described above, any person's (and his/her family's) privileges to use any or all of the Amenities for a period not to exceed thirty days.

5. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period greater than thirty days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

6. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

7. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

8. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2018)

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

## SECTION V



**Sent Via Email: [etorres@gmsnf.com](mailto:etorres@gmsnf.com)**

March 18, 2021

Mr. Ernesto Torres  
District Manager  
Deer Run Community Development District  
475 West Town Place, Suite 114  
World Golf Village  
St. Augustine, Florida 32092

Subject:       **Work Authorization Number 2021-1  
Deer Run Community Development District  
General Engineering Services**

Dear Chairman, Board of Supervisors:

Dewberry Engineers Inc. ("Dewberry"), is pleased to submit this Work Authorization to provide professional consulting engineering services for the Deer Run Community Development District (CDD).

We propose the following tasks and corresponding fees:

**I.       Scope of Work**

We will perform general engineering services as necessary, including but not limited to, attendance at Board of Supervisors meetings, preparation of reports and applications, review and approval of requisitions, or other activities as directed by the District's Board of Supervisors.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget \$10,000, plus other direct costs.


**II.       Other Direct Costs**

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this Work Authorization. We estimate a budget of \$100.


Thank you for considering Dewberry. We look forward to continuing our business relationship.

Mr. Ernesto Torres  
Deer Run CDD  
Work Authorization 2021-1  
March 18, 2021

Sincerely,

By:   
Peter Armans, P.E.  
Project Manager

March 18, 2021  
Date

By:   
Reinardo Malavé, P.E.  
Associate Vice President

March 18, 2021  
Date

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative of  
Deer Run  
Community Development District

\_\_\_\_\_  
Date

**STANDARD HOURLY BILLING RATE SCHEDULE****Professional/Technical/Construction/Surveying Services**

<b>LABOR CLASSIFICATION</b>	<b>HOURLY RATES</b>
<b><u>Professional</u></b>	
Engineer I, II, III	\$110.00, \$120.00, \$135.00
Engineer IV, V, VI	\$150.00, \$170.00, \$200.00
Engineer VII, VIII, IX	\$220.00, \$235.00, \$250.00
Environmental Specialist I, II, III	\$95.00, \$115.00, \$135.00
Senior Environmental Scientist IV, V, VI	\$155.00, \$170.00, \$185.00
Planner I, II, III	\$95.00, \$115.00, \$135.00
Senior Planner IV, V, VI	\$155.00, \$170.00, \$185.00
Landscape Designer I, II, III	\$95.00, \$115.00, \$135.00
Senior Landscape Architect IV, V, VI	\$155.00, \$170.00, \$185.00
Principal	\$299.00
<b><u>Technical</u></b>	
CADD Technician I, II, III, IV	\$75.00, \$90.00, \$105.00, \$125.00
Designer I, II, III	\$100.00, \$120.00, \$140.00
Designer IV, V, VI	\$155.00, \$175.00, \$200.00
<b><u>Construction</u></b>	
Construction Professional II, III	\$145.00, \$165.00
Construction Professional IV, V, VI	\$185.00, \$210.00, \$235.00
<b><u>Survey</u></b>	
Surveyor I, II, III	\$60.00, \$75.00, \$90.00
Surveyor IV, V, VI	\$105.00, \$115.00, \$130.00
Surveyor VII, VIII, IX	\$150.00, \$170.00, \$195.00
Senior Surveyor IX	\$240.00
Fully Equipped 2, 3, 4 Person Field Crew	\$155.00, \$190.00, \$225.00
<b><u>Administration</u></b>	
Administrative Professional I, II, III, IV	\$70.00, \$90.00, \$110.00, \$145.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

## SECTION VI

**Sent Via Email: [etorres@gmsnf.com](mailto:etorres@gmsnf.com)**

March 18, 2021

Mr. Ernesto Torres  
District Manager  
Deer Run Community Development District  
475 West Town Place, Suite 114  
World Golf Village  
St. Augustine, Florida 32092

Subject:       **Work Authorization Number 2021-2  
Deer Run Community Development District  
St. Johns River Water Management District Permit Compliance and  
Conservation Easement Release**

Dear Chairman, Board of Supervisors:

Dewberry Engineers Inc. (Dewberry), is pleased to submit this Work Authorization to provide professional consulting engineering services for the Deer Run Community Development District (CDD).

We propose the following tasks and corresponding fees:

**I.       Post-Permit Compliance Coordination**

We will review permit conditions from the relevant agencies (St. Johns River Water Management District [SJRWMD], United States Army Corps of Engineers [USACE], et cetera), perform a site inspection, may review applicable record/documents, and coordinate with third parties (e.g. exotic maintenance contractors) to determine and document inconsistencies with permitted conditions. We will prepare a memorandum summarizing findings of the vegetative conditions within the Conservation Easement (CE). The memorandum will provide recommendations regarding current and future maintenance and restrictions associated with the above-referenced regulatory agencies.

This task does not include securing new permits, if required, from applicable agencies, or resolution of specific compliance violations not related to the permitted mitigation special conditions.

Our fee for this task will be a fixed fee of \$3,500, plus other direct costs.

**II.       Conservation Easement Release Preparation**

We understand that previously permitted preservation of uplands and wetlands on the project site through conservation easement may require a modification or release to resolve potential permit compliance conditions. We will assist your attorneys in preparation of a draft conservation easement package to be submitted to the regulatory agencies during the permit modification process for applicable SJRWMD and USACE permits. This may include investigative site

inspections, research for applicable records/documents, meetings with agency staff, communication coordination with agencies, consultants and/or third parties and/or submittal of documentation. We will coordinate with you and your attorney to develop suitable language in the easement documents to satisfy your concerns and we will coordinate with the SJRWMD and the USACE.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget of \$4,000, plus other direct costs.

### **III. Conservation Easement Release Processing**

We will assist you, your team, and your attorneys in processing the approval of the conservation easement release. This may include meetings with agency staff and stakeholders, preparation and attendance at County or agency board or council meetings, alternative easement or mitigation negotiations, and/or responding to permit modification application comments or requests for additional information. We will keep you informed of the project status and any comments from the agencies. This task assumes no coordination or involvement with the Florida Department of Environmental Protection (FDEP) or the Internal Improvement Trust Fund (TIIF).

Our fee for this task will be based on a time and materials in accordance with the enclosed Schedule of Charges. We estimate a budget of \$4,500, plus other direct costs.

### **IV. Environmental Consultant Coordination/Project Meetings**

We will meet with the Client or their designee, as necessary to keep the Client informed of the current project status and to review environmental or other items. We will also attend local meetings throughout the design and permitting process to coordinate the environmental aspects of the project with the other team consultants and regulatory permitting agencies. This will also be used for miscellaneous requests that are not covered in previous tasks.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget of \$3,000, plus other direct costs.

### **V. Other Direct Costs**

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this Work Authorization. We estimate a budget of \$100.


This Work Authorization has been reviewed and is fully understood and represents the entire understanding between Deer Run Community Development District and Dewberry with regard to the referenced project. This Work Authorization shall remain in effect for acceptance for a period of thirty (30) days from the date thereof, after which time Dewberry reserves the right to review and revise its proposal. Once accepted, this Work Authorization may only be modified in writing with the consensus of both parties. If you wish to accept this Work Authorization, please sign and date where indicated and return one complete copy to Aimee Powell, Administrative Assistant in our Orlando office at 800 North Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at [apowell@dewberry.com](mailto:apowell@dewberry.com)). Upon receipt, we will promptly schedule our services.

Mr. Ernesto Torres  
Deer Run CDD  
Work Authorization 2021-2  
March 18, 2021

Thank you for considering Dewberry. We look forward to continuing our business relationship.

Sincerely,


APPROVED AND ACCEPTED

By:   
Peter Armans, P.E.  
Project Manager

By: \_\_\_\_\_  
Authorized Representative of  
Deer Run  
Community Development District

March 18, 2021  
Date

\_\_\_\_\_  
Date

By:   
Reinardo Malavé, P.E.  
Associate Vice President

March 18, 2021  
Date

## SECTION VIII



**RESOLUTION 2020-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE DEER RUN COMMUNITY DEVELOPMENT  
DISTRICT ADOPTING POLICIES RELATING TO  
OVERNIGHT PARKING AND PARKING  
ENFORCEMENT; AND PROVIDING FOR SEVERABILITY  
AND AN EFFECTIVE DATE.**

**WHEREAS**, the Deer Run Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Flagler County, Florida; and

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

**WHEREAS**, the Board of Supervisors of the District ("Board") is authorized by Section 190.012(2), *Florida Statutes*, to provide for the operation of parks and recreational facilities and security for the same, which authorization includes contracting with a towing operator provided that the District follows the authorization and notice and procedural requirements in Section 715.07, *Florida Statutes*; and

**WHEREAS**, the District desires to adopt its *Rule Relating to Overnight Parking and Parking Enforcement* ("Rule"), pursuant to the provisions of Sections 190.012, *Florida Statutes*; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

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

**SECTION 1.** The District hereby adopts the Rule, attached hereto as **Exhibit A**.

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

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

**PASSED AND ADOPTED** this 26<sup>th</sup> day of August, 2020.

**ATTEST:**

**DEER RUN COMMUNITY  
DEVELOPMENT DISTRICT**

  
Secretary/Assistant Secretary

  
Chairperson, Board of Supervisors

**EXHIBIT A**

**DEER RUN COMMUNITY DEVELOPMENT DISTRICT  
RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT**

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In accordance with Chapter 190, Florida Statutes, and on \_\_\_\_\_, 2020 at a duly noticed public meeting, the Board of Supervisors of the Deer Run Community Development District ("District") adopted the following policy to govern overnight parking and parking enforcement on certain District property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

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**Overnight Parking Prohibited**

Overnight parking in the District-owned parking area depicted on the attached Exhibit A ("Parking Area" or "Tow-Away Zone") shall not be permitted. Service and delivery vehicles may be parked in the parking lot during daylight hours for such a period of time as is reasonably necessary to provide service or make a delivery. In its sole discretion, the District reserves the right to authorize overnight parking for guests of events held at the clubhouse. In the event, overnight parking is permitted in connection with such event; all vehicles so authorized must be identified by an Overnight Parking Pass.

No trailers, campers, motor home or recreational vehicles, commercial vehicles, boat or utility trailers, boats, jet skis, personal watercraft or any watercraft may be parked or stored anywhere in the Parking Area.

Any vehicle or recreational equipment parked in violation of these rules may be towed by the District at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of the terms and conditions of this rule. The District shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind. All towing shall be performed in accordance with Section 715.07, Florida Statutes.

The District Manager or his/her designee may authorize vendors/consultants in writing to park company vehicles overnight in Parking Area in order to facilitate District business. All vehicles so authorized must be identified by an Overnight Parking Pass.

**Towing/Removal Procedures**

- A. Signage and Language Requirements.** Notice of the Tow-Away Zone shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.
- B. Towing/Removal Authority.** To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must

verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle was not authorized to park under this rule and then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*.

- C. Agreement with Authorized Towing Service.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

**Parking at Your Own Risk**

Commercial Vehicles, Vehicles, Vessels or Recreational Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

Effective date: August 26, 2020

**JOHN'S TOWING AUTOMOTIVE & TRUCK SERVICES, INC.**  
**PRATT'S TOWING**

1103 N. State Street  
Bunnell, FL 32110  
Phone: 386-437-5555  
Fax: 386-437-6838

10205 US Hwy 1 South  
St. Augustine, FL 32086  
Phone: 904-797-5558  
Fax: 904-797-1912

4020 N. U.S. Highway 17  
DeLand, FL 32720  
Phone: 386-985-5555  
Fax: 386-985-3700

**PRIVATE PROPERTY OWNER TOWING CONTRACT**

DATE: 9-22-20

COMPANY NAME: Deer Run

COMPANY ADDRESS: 501 Grand Preserve Dr Bunnell, FL  
32110

COMPANY PHONE: 386-263-7213

OWNER/MANAGER'S NAME: Heather Chambliss

Persons other than property owner or property manager authorized to have vehicles removed from your property.

NAME: Theresa Williams AGENT: Assistant Manager

NAME: \_\_\_\_\_ AGENT: \_\_\_\_\_

NAME: \_\_\_\_\_ AGENT: \_\_\_\_\_

NAME: \_\_\_\_\_ AGENT: \_\_\_\_\_

The following conditions apply in accordance with the Florida Statute 715.07

1. Vehicles will be towed only at the authorization of property owner or their representative. Towing is authorized 24 hours a day, 7 days a week at the call of the property owner or their authorized representative. The property owner or authorized representative must be present at the time of towing and must sign the authorization at the time.
2. The rebate or payment of money to property owner by John's Towing or Pratt's Towing is prohibited in accordance with Florida Statute 715.07. No fees will be paid by the property owner. The vehicle owner/operator will pay fees in accordance with the rates established by Florida State Law. A copy of these rates is attached and on file with the St. John's County Sheriff's Office, the Flagler County Sheriff's Office, the Volusia County Sheriff's Office, John's Towing and Pratt's Towing.
3. All vehicles will be stored at John's Towing Automotive & Truck Service, Inc. or Pratt's Towing in accordance with Florida Statute 715.07.
4. If the registered owner arrives at the scene prior to removal or towing of the vehicle, the vehicle will be disconnected from the tow truck and the owner will be allowed to remove the vehicle, without interference, upon the payment of a reasonable service fee of not more than one-half (1/2) of the posted rate. John's Towing and Pratt's Towing must wait a minimum of thirty (30) minutes to allow the vehicle owner to secure cash for the payment of the fees.
5. John's Towing and Pratt's Towing have the responsibility to notify Law Enforcement within 30 minutes of completion of such towing in accordance with Florida Statute 715.07.

Owner/Manager's Signature: \_\_\_\_\_

John's Towing / Pratt's Towing Rep: \_\_\_\_\_

# **TOW AWAY ZONE**



**UNAUTHORIZED VEHICLES  
WILL BE TOWED AT  
OWNERS EXPENSE**

**24 HRS. A DAY-7 DAYS A WK.**

**John's Towing**

**386-437-5555 904-797-5558**

**Please Respect Our Rights FL.STAT.713.78-715.07-715.05**

## SECTION IX

## SECTION C

# SECTION 1



# DEER RUN COMMUNITY DEVELOPMENT DISTRICT

## Summary of Check Register

January 1, 2021 through February 28, 2021

Fund	Date	Check Number	Amount
General Fund			
	1/11/21	1317-1322	\$ 29,327.20
	1/18/21	1323-1326	\$ 10,844.17
	1/20/21	1327	\$ 1,177.21
	2/1/21	1328-1330	\$ 5,993.05
	2/4/21	1331-1335	\$ 20,732.84
	2/9/21	1336	\$ 326.00
	2/17/21	1337-1338	\$ 6,415.26
	2/18/21	1339-1344	\$ 9,130.47
	2/25/21	1345	\$ 19,539.53
Total			\$ 103,485.73

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
1/11/21	00058	11/25/20	10420	202011	320	53800	54000		ALPHADOG AUDIO, VIDEO & SECURITY, LLC	*	8,040.58	8,040.58 001317
									INSTALL ACCESS SYSTEM			
1/11/21	00065	12/19/20	03475268	202101	320	53800	41000		501 GRAND RESERVE CLUBHO	*	362.86	362.86 001318
									DIRECT TV			
1/11/21	00027	12/22/20	60613-58	202012	320	53800	43000		22 SAND WEDGE LN	*	15.32	15.32 001319
									FLORIDA POWER & LIGHT COMPANY			
1/11/21	00004	11/30/20	119519	202011	310	51300	31500		ELECTION/CONVEYANCE	*	550.00	550.00 001320
									HOPPING GREEN & SAMS			
1/11/21	00056	12/01/20	52	202012	320	53800	48300		JANITORIAL SERV DEC/2020	*	1,560.00	1,560.00 001321
									POOL MAINT SERV DEC/2020	*	1,254.17	1,254.17 001322
									FACILITY MNGT DEC/2020	*	5,000.00	5,000.00 001323
									SPECIAL EVENTS DEC/2020	*	415.67	415.67 001324
									FACILITY MAINT NOV/20	*	1,032.00	1,032.00 001325
									AMENITY R&M	*	48.00	48.00 001326
									OFFICE SUPPLIES	*	42.00	42.00 001327
									JANITORIAL SUPPLIES	*	67.07	67.07 001328
									RIVERSIDE MANAGEMENT SERVICES, INC			
1/11/21	00042	1/01/21	PC 17791	202101	320	53800	46000		LANDSCAPE MAINT - JAN21	*	10,939.53	10,939.53 001329
									YELLOWSTONE LANDSCAPE			
1/18/21	00051	12/31/20	190894	202012	320	53800	47000		QUARTERLY DITCH MNT 12/20	*	135.00	135.00 001330
									ENTRANCE POND MAINT 12/20	*	110.00	110.00 001331
									AQUATIC MANAGEMENT 12/20	*	1,960.00	1,960.00 001332
									APPLIED AQUATIC MANAGEMENT, INC.			
									DRUN DEER RUN			
									IARAUJO			

3/17/21

## CK REGISTER

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/C

AF300K  
\*\*\* CHECK DATES 01/01/2021

\*\*\*  
CHD

ACCOUNTS PAYABLE PREPAID/C

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	....EXPENSED TO.... YRMO DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
1/18/21	00058	1/08/21	11940	202101 320-53800-54000	SECURITY MONITORING SVC	*	225.00	
ALPHADOG AUDIO, VIDEO & SECURITY, LLC								
1/18/21	00063	10/27/20	EST-0005	202101 320-53800-54000	WASH STRUCTURES AT 100 EN	*	300.00	225.00 001324
		10/27/20	EST-0005	202101 320-53800-54000	WASH STRUCTURES ON US 1	*	300.00	
DREAM LIGHTS OF FLORIDA LLC								
1/18/21	00056	1/01/21	57	202101 320-53800-48300	JANITORIAL SERVICE-JAN21	*	1,560.00	600.00 001325
		1/01/21	57	202101 320-53800-48000	POOL MAINTENANCE-JAN21	*	1,254.17	
		1/01/21	57	202101 320-53800-12100	FACILITY MANAGEMENT-JAN21	*	5,000.00	
RIVERSIDE MANAGEMENT SERVICES, INC								
1/20/21	00042	11/23/20	PC 16818	202011 320-53800-46200	TROUBLESHOOTING PUMP STAT	*	582.21	7,814.17 001326
		12/14/20	PC 17565	202012 320-53800-46200	3" MAINLINE BREAK 12-2020	*	595.00	
YELLOWSTONE LANDSCAPE								
2/01/21	00001	1/01/21	284	202101 310-51300-34000	MANAGEMENT FEE JAN2021	*	2,652.25	1,177.21 001327
		1/01/21	284	202101 310-51300-35100	INFORMATION TEC JAN2021	*	83.33	
		1/01/21	284	202101 310-51300-31300	DISSEMINATION JAN2021	*	208.33	
		1/01/21	284	202101 310-51300-51000	OFFICE SUPPLIES	*	.63	
		1/01/21	284	202101 310-51300-42000	POSTAGE	*	31.01	
		1/01/21	285	202101 320-53800-12000	FIELD MANAGEMENT JAN2021	*	2,575.00	
GOVERNMENTAL MANAGEMENT SERVICES								
2/01/21	00059	1/19/21	11129559	202101 320-53800-48100	BLEACH/ACID BULK	*	180.00	5,550.55 001328
POOLSURE								
2/01/21	00056	1/08/21	58	202012 320-53800-12100	ASSISTANT MANAGER DEC20	*	262.50	180.00 001329
RIVERSIDE MANAGEMENT SERVICES, INC								
								262.50 001330
DRUN DEER RUN IARAUJO								

AP300R

\*\*\* CHECK DATES 01/01/2021 - 02/28/2021 \*\*\*  
 YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER  
 DEER RUN CDD - GENERAL FUND  
 BANK A DEER RUN CDD

PAGE 3

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
2/04/21	00051	1/31/21	191591	202101	320	53800	-47000		LAKE MAINTENANCE JAN2021	*	135.00	
2/04/21	00051	1/31/21	191593	202101	320	53800	-47000		LAKE MAINTENANCE JAN2021	*	1,960.00	
2/04/21	00065	1/19/21	03475268	202101	320	53800	-41000		APPLIED AQUATIC MANAGEMENT, INC.	*	559.67	2,095.00 001331
2/04/21	00066	1/20/21	911674	202101	320	53800	-48400		DIRECT TV	*	80.00	559.67 001332
2/04/21	00056	9/11/20	43	202008	320	53800	-12100		FLORIDA PEST CONTROL & CHEMICAL CO	*	1,925.00	80.00 001333
2/04/21	00056	9/22/20	44	202008	320	53800	-50000		FACILITY ASSISTANT AUG20	*	1,015.00	
2/04/21	00056	9/22/20	44	202008	320	53800	-49000		FACILITY MAINT AUG1-31-20	*	900.66	
2/04/21	00056	9/22/20	45	202009	320	53800	-59000		MAINTENANCE SUPPLIES	*	1,980.48	
2/04/21	00056	9/30/20	47	202009	320	53800	-12100		SPECIAL EVENTS 9/5/20	*	1,237.50	
2/04/21	00042	2/01/21	PC 18657	202102	320	53800	-46000		ASSISRANT MANAGER SEP 20	*	7,058.64	001334
2/09/21	00004	1/31/21	120092	202012	310	51300	-31500		RIVERSIDE MANAGEMENT SERVICES, INC	*	10,939.53	
2/17/21	00044	2/04/21	02042021	202012	300	20700	-10200		YELLOWSTONE LANDSCAPE	*	326.00	10,939.53 001335
2/17/21	00001	12/01/20	282	202012	310	51300	-34000		HOPPING GREEN & SAMS	*	838.99	326.00 001336
2/17/21	00001	12/01/20	282	202012	310	51300	-35100		FLAGLER COUNTY TAX COLLECTOR	*	2,652.25	838.99 001337
2/17/21	00001	12/01/20	282	202012	310	51300	-35100		COMMISSIONS DUE	*	83.33	
2/17/21	00001	12/01/20	282	202012	310	51300	-31300		MANAGEMENT FEE DEC20	*	208.33	
2/17/21	00001	12/01/20	282	202012	310	51300	-51000		INFORMATION TECH DEC20	*	.39	
2/17/21	00001	12/01/20	282	202012	310	51300	-51000		DISSEMINATION DEC20	*		
2/17/21	00001	12/01/20	282	202012	310	51300	-51000		OFFICE SUPPLIES	*		

DRUN DEER RUN

IARAUJO

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	EXPENSED TO... DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
12/01/20	282	202012	310-51300-42000	POSTAGE				*	6.50		
12/01/20	283	202012	320-53800-12000	FIELD MANAGEMENT DEC20				*	2,575.00		
12/01/20	283	202012	320-53800-53000	LOWES				*	50.47		
2/18/21	00051	1/31/21	191592	LAKE MAINTENANCE JAN 21			GOVERNMENTAL MANAGEMENT SERVICES	*	5,576.27	001338	
2/18/21	00007	1/28/21	01-0060-	202012 320-53800-43100			APPLIED AQUATIC MANAGEMENT, INC.	*	110.00		
1/28/21	01-0061-	202012	320-53800-43100	100 GRAND RESERVE PKWY				*	103.05		
1/28/21	01-0061-	202012	320-53800-43100	GRAND RES & US1 FOUNTAIN				*	97.98		
1/28/21	06-0231-	202012	320-53800-43100	501 GRAND RESERVE DR				*	996.29		
2/18/21	00043	2/12/21	1926476	ENGINEERING SVCS FEB 21			CITY OF BUNNELL	*	1,197.32	001340	
2/18/21	00071	2/08/21	126	202102 320-53800-50000			DEWBERRY ENGINEERS INC.	*	525.00		
2/18/21	00002	2/02/21	7-264-34	202101 310-51300-42000			ELITE POWER WASHING SERVICES, LLC	*	1,675.00	001342	
2/18/21	00001	2/01/21	286	202102 310-51300-34000			FEDEX 1/22/21	*	31.96		
2/01/21	286	202102	310-51300-35100	MANAGEMENT FEES FEB 21				*	2,652.25	31.96	001343
2/01/21	286	202102	310-51300-35100	INFORMATION TECH FEB 21				*	83.33		
2/01/21	286	202102	310-51300-31300	DISSEMINATION SVCS FEB 21				*	208.33		
2/01/21	286	202102	310-51300-51000	OFFICE SUPPLIES FEB 21				*	12.65		
2/01/21	286	202102	310-51300-42000	POSTAGE FEB 21				*	10.88		
2/01/21	286	202102	310-51300-42500	COPIES FEB 21				*	48.75		
2/01/21	287	202102	320-53800-12000	FIELD MANAGEMENT FEB 21			GOVERNMENTAL MANAGEMENT SERVICES	*	2,575.00		
2/18/21	00001	2/01/21	286	202102 310-51300-34000				*	5,591.19	001344	

DRUN DEER RUN IARAUJO

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
2/25/21	00035	2/24/21	02242021	202102	300-20700-10100		TRANSFER TAX RCPT S2018	*	18,627.39	
		2/24/21	02242021	202102	300-20700-10100		TRANSFER TAX RCPT S2018	*	912.14	
DEER RUN CDD C/O REGIONS BANK									19,539.53	001345
TOTAL FOR BANK A									103,485.73	
TOTAL FOR REGISTER									103,485.73	

DRUN DEER RUN IARAUJO

## SECTION 2

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

***Unaudited Financial Reporting***  
***February 28, 2021***

**GMS**



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**Deer Run**  
Community Development District  
**Combined Balance Sheet**  
February 28, 2021

	General Fund	Settlement Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
<b>Assets:</b>					
<b>Cash</b>					
Operating Account	\$ 618,571	\$ 10,885	\$ -	\$ -	\$ 629,456
<b>Series 2008</b>					
Reserve	\$ -	\$ -	\$ 57	\$ -	\$ 57
Revenue	\$ -	\$ -	\$ 559	\$ -	\$ 559
<b>Series 2018</b>					
Reserve	\$ -	\$ -	\$ 403,520	\$ -	\$ 403,520
Revenue	\$ -	\$ -	\$ 249,386	\$ -	\$ 249,386
Interest	\$ -	\$ -	\$ 1	\$ -	\$ 1
Prepayment	\$ -	\$ -	\$ 1,954	\$ -	\$ 1,954
Sinking Fund	\$ -	\$ -	\$ 1	\$ -	\$ 1
Construction	\$ -	\$ -	\$ -	\$ 22,023	\$ 22,023
Due From Developer	\$ 1,258	\$ -	\$ -	\$ -	\$ 1,258
Due From General	\$ -	\$ -	\$ 378,608	\$ -	\$ 378,608
Due from Other	\$ 31	\$ -	\$ -	\$ -	\$ 31
<b>Total Assets</b>	<b>\$ 619,859</b>	<b>\$ 10,885</b>	<b>\$ 1,034,086</b>	<b>\$ 22,023</b>	<b>\$ 1,686,853</b>
<b>Liabilities:</b>					
Accounts Payable	\$ 20,970	\$ -	\$ -	\$ -	\$ 20,970
Unearned Revenue	\$ -	\$ 11,050	\$ -	\$ -	\$ 11,050
Due To Other	\$ 185	\$ -	\$ -	\$ -	\$ 185
Due To Debt Service	\$ 378,608	\$ -	\$ -	\$ -	\$ 378,608
<b>Total Liabilities</b>	<b>\$ 399,763</b>	<b>\$ 11,050</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 410,813</b>
<b>Fund Balances:</b>					
Unassigned	\$ 220,095	\$ (165)	\$ -	\$ -	\$ 219,930
Assigned for Debt Service	\$ -	\$ -	\$ 1,034,086	\$ -	\$ 1,034,086
Assigned for Capital Projects	\$ -	\$ -	\$ -	\$ 22,023	\$ 22,023
<b>Total Fund Balances</b>	<b>\$ 220,095</b>	<b>\$ (165)</b>	<b>\$ 1,034,086</b>	<b>\$ 22,023</b>	<b>\$ 1,276,039</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 619,859</b>	<b>\$ 10,885</b>	<b>\$ 1,034,086</b>	<b>\$ 22,023</b>	<b>\$ 1,686,853</b>

**Deer Run**  
Community Development District  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
For The Period Ending February 28, 2021

	Adopted Budget	Prorated Budget Thru 02/28/21	Actual Thru 02/28/21	Variance
<b>Revenues</b>				
Assessments - Tax Roll	\$ 201,183	\$ 193,784	\$ 193,784	\$ -
Assessments - Direct	\$ 365,637	\$ 274,266	\$ 274,266	\$ -
Golf Course Lake Maintenance Contribution	\$ 4,800	\$ 1,005	\$ 1,005	\$ -
Miscellaneous Income	\$ -	\$ -	\$ 100	\$ 100
<b>Total Revenues</b>	<b>\$ 571,620</b>	<b>\$ 469,056</b>	<b>\$ 469,156</b>	<b>\$ 100</b>

**Expenditures:**

**General & Administrative:**

Supervisor Fees	\$ 4,000	\$ 1,667	\$ 400	\$ 1,267
FICA Expense	\$ 306	\$ 128	\$ 31	\$ 97
Engineering	\$ 3,550	\$ 1,479	\$ 525	\$ 954
Dissemination	\$ 2,500	\$ 1,042	\$ 1,042	\$ 0
Attorney	\$ 12,000	\$ 5,000	\$ 3,138	\$ 1,862
Annual Audit	\$ 3,535	\$ -	\$ -	\$ -
Trustee Fees	\$ 3,500	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ 450	\$ 450	\$ -
Assessment Roll Services	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
Management Fees	\$ 31,827	\$ 13,261	\$ 13,261	\$ -
Information Technology	\$ 1,000	\$ 417	\$ 426	\$ (10)
Telephone	\$ 100	\$ 42	\$ -	\$ 42
Postage	\$ 600	\$ 250	\$ 204	\$ 46
Insurance	\$ 6,630	\$ 6,630	\$ 6,328	\$ 302
Printing & Binding	\$ 800	\$ 333	\$ 57	\$ 276
Travel Per Diem	\$ 250	\$ 104	\$ -	\$ 104
Legal Advertising	\$ 1,330	\$ 554	\$ 84	\$ 471
Other Current Charges	\$ 800	\$ 800	\$ 974	\$ (174)
Office Supplies	\$ 100	\$ 42	\$ 15	\$ 27
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 75,953</b>	<b>\$ 34,873</b>	<b>\$ 29,609</b>	<b>\$ 5,264</b>

**Operations and Maintenance Expenses**

**Maintenance**

Field Management	\$ 30,900	\$ 12,875	\$ 12,875	\$ -
Electric	\$ 45,216	\$ 18,840	\$ 23,773	\$ (4,933)
Water & Sewer	\$ 10,000	\$ 4,167	\$ 1,845	\$ 2,322
Landscape Maintenance	\$ 121,900	\$ 50,792	\$ 44,175	\$ 6,617
Landscape Contingency	\$ 6,000	\$ 2,500	\$ 3,390	\$ (890)
Lake Maintenance	\$ 26,460	\$ 11,025	\$ 11,025	\$ -
Water Feature Maintenance	\$ 8,000	\$ 3,333	\$ 2,345	\$ 988
Irrigation Repairs	\$ 3,000	\$ 3,000	\$ 9,123	\$ (6,123)
Contingency	\$ 500	\$ 208	\$ -	\$ 208
<b>Total Maintenance</b>	<b>\$ 251,976</b>	<b>\$ 106,740</b>	<b>\$ 108,551</b>	<b>\$ (1,811)</b>

**Deer Run**  
Community Development District  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
For The Period Ending February 28, 2021

	Adopted Budget	Prorated Budget Thru 02/28/21	Actual Thru 02/28/21	Variance
<b><i>Amenity Center</i></b>				
Amenities Management	\$ 78,750	\$ 32,813	\$ 25,788	\$ 7,025
Property Insurance	\$ 32,838	\$ 32,838	\$ 33,771	\$ (933)
Pool Maintenance	\$ 18,492	\$ 7,705	\$ 6,271	\$ 1,434
Pool Chemicals	\$ 8,500	\$ 3,542	\$ 1,987	\$ 1,555
Janitorial Services	\$ 18,720	\$ 7,800	\$ 7,800	\$ -
Pest Control	\$ 1,000	\$ 417	\$ 321	\$ 95
Facilities Maintenance	\$ 25,000	\$ 10,417	\$ 7,092	\$ 3,325
Cable, Internet & Telephone Services	\$ 5,000	\$ 2,083	\$ 2,521	\$ (437)
Electric - Amenities	\$ 18,000	\$ 7,500	\$ 4,832	\$ 2,668
Water & Sewer - Amenities	\$ 6,000	\$ 2,500	\$ 5,379	\$ (2,879)
Gas Service	\$ 750	\$ 313	\$ 287	\$ 26
Trash Removal	\$ 300	\$ 125	\$ -	\$ 125
Security Monitoring	\$ 1,500	\$ 625	\$ -	\$ 625
Access Cards	\$ 1,000	\$ 417	\$ -	\$ 417
Operating Supplies	\$ 500	\$ 208	\$ 302	\$ (93)
Amenity Repairs & Maintenance	\$ 5,000	\$ 5,000	\$ 10,452	\$ (5,452)
Pool Repairs & Maintenance	\$ 200	\$ 83	\$ -	\$ 83
Special Events	\$ 10,000	\$ 4,167	\$ 4,077	\$ 90
Holiday Décor	\$ 4,000	\$ 2,000	\$ -	\$ 2,000
Fitness Center Repairs & Maintenance	\$ 500	\$ 208	\$ -	\$ 208
Office Supplies	\$ 1,000	\$ 417	\$ 189	\$ 228
ASCAP/BMI Licenses	\$ 600	\$ 250	\$ -	\$ 250
Elevator Maintenance	\$ 2,000	\$ 833	\$ -	\$ 833
Contingency	\$ 4,041	\$ 1,684	\$ 991	\$ 693
<b>Total Amenity Center</b>	<b>\$ 243,691</b>	<b>\$ 123,943</b>	<b>\$ 112,057</b>	<b>\$ 11,886</b>
<b>Total Operations and Maintenance Expenses</b>	<b>\$ 495,667</b>	<b>\$ 230,683</b>	<b>\$ 220,608</b>	<b>\$ 10,075</b>
<b>Total Expenditures</b>	<b>\$ 571,620</b>	<b>\$ 265,556</b>	<b>\$ 250,217</b>	<b>\$ 15,340</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 218,939</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 1,156</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 220,095</b>	

**Deer Run**  
**Community Development District**  
**Settlement Monitoring Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending February 28, 2021**

	Adopted Budget	Prorated Budget Thru 02/28/21	Actual Thru 02/28/21	Variance
<b>Revenues</b>				
Environmental Mitigation Credit	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	\$ -	\$ -	\$ -	\$ -
<b>Expenditures:</b>				
Misellaneous Expense	\$ -	\$ -	\$ 165	\$ (165)
<b>Total Expenditures</b>	\$ -	\$ -	\$ 165	\$ (165)
<b>Excess Revenues (Expenditures)</b>	\$ -		\$ (165)	
<b>Fund Balance - Beginning</b>	\$ -		\$ -	
<b>Fund Balance - Ending</b>	\$ -		\$ (165)	

**Deer Run**  
**Community Development District**  
**Debt Service Fund- 2018**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
For The Period Ending February 28, 2021

	Adopted Budget	Prorated Budget Thru 02/28/21	Actual Thru 02/28/21	Variance
<b>Revenues</b>				
Assessments - Tax Collector	\$ 166,556	\$ 159,782	\$ 159,782	\$ -
Assessments - Direct	\$ 487,569	\$ 365,677	\$ 365,677	\$ -
Interest	\$ 4,000	\$ 1,667	\$ 27	\$ (1,640)
<b>Total Revenues</b>	<b>\$ 658,125</b>	<b>\$ 527,126</b>	<b>\$ 525,486</b>	<b>\$ (1,640)</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 247,545	\$ 247,545	\$ 236,733	\$ 10,813
Special Call - 11/1	\$ -	\$ -	\$ 10,000	\$ (10,000)
Principal - 5/1	\$ 180,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 235,665	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 663,210</b>	<b>\$ 247,545</b>	<b>\$ 246,733</b>	<b>\$ 813</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (5,085)</b>		<b>\$ 278,754</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 363,635</b>		<b>\$ 755,332</b>	
<b>Fund Balance - Ending</b>	<b>\$ 358,550</b>		<b>\$ 1,034,086</b>	

**Deer Run**  
**Community Development District**  
**Capital Projects Funds - Series 2018**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
For The Period Ending February 28, 2021

	Adopted Budget	Prorated Budget Thru 02/28/21	Actual Thru 02/28/21	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ 1	\$ 1
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1</b>	<b>\$ 1</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 1</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 22,022</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 22,023</b>	

# Deer Run

## Community Development District

### Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Assessments - Tax Roll	\$ -	\$ 14,805	\$ 163,297	\$ -	\$ -	\$ 15,682	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 193,784
Assessment - Direct	\$ -	\$ 51,039	\$ 131,819	\$ -	\$ -	\$ 91,409	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 274,266
Golf Course Lake Maintenance Contribution	\$ -	\$ -	\$ 1,005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,005
Miscellaneous Income	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 65,844</b>	<b>\$ 296,120</b>	<b>\$ 100</b>	<b>\$ 107,092</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 469,156</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400
FICA Expense	\$ -	\$ -	\$ -	\$ 31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31
Engineering	\$ -	\$ -	\$ -	\$ -	\$ 525	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525
Dissemination	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,042
Attorney	\$ -	\$ 550	\$ 326	\$ 2,262	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,138
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Assessment Roll Services	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Management Fees	\$ 2,652	\$ 2,652	\$ 2,652	\$ 2,652	\$ 2,652	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,261
Information Technology	\$ 93	\$ 83	\$ 83	\$ 83	\$ 83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 426
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 103	\$ 21	\$ 7	\$ 63	\$ 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 204
Insurance	\$ 6,328	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,328
Printing & Binding	\$ 9	\$ -	\$ -	\$ -	\$ 49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ 84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84
Other Current Charges	\$ 140	\$ 250	\$ 173	\$ 302	\$ 108	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 974
Office Supplies	\$ 1	\$ 0	\$ 0	\$ 1	\$ 13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative:</b>	<b>\$ 12,292</b>	<b>\$ 3,765</b>	<b>\$ 3,450</b>	<b>\$ 6,002</b>	<b>\$ 4,099</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 29,609</b>
<b>Operations and Maintenance Expenses</b>													
<b>Maintenance</b>													
Field Management	\$ 2,575	\$ 2,575	\$ 2,575	\$ 2,575	\$ 2,575	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,875
Electric	\$ 4,835	\$ 4,433	\$ 4,696	\$ 4,993	\$ 4,816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,773
Water & Sewer	\$ 619	\$ 20	\$ 201	\$ 804	\$ 201	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,845
Landscape Maintenance	\$ 417	\$ 10,940	\$ 10,940	\$ 10,940	\$ 10,940	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,175
Landscape Contingency	\$ -	\$ -	\$ -	\$ -	\$ 3,390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,390
Lake Maintenance	\$ 2,205	\$ 2,205	\$ 2,205	\$ 2,205	\$ 2,205	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,025
Water Feature Maintenance	\$ -	\$ -	\$ 265	\$ -	\$ 2,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,345
Irrigation Repairs	\$ 7,945	\$ 582	\$ 595	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,123
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Maintenance</b>	<b>\$ 18,596</b>	<b>\$ 20,755</b>	<b>\$ 21,477</b>	<b>\$ 21,517</b>	<b>\$ 26,206</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 108,551</b>



**Deer Run**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Amenity Center</b>													
Amenities Management	\$ 5,338	\$ 5,000	\$ 5,263	\$ 5,000	\$ 5,188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,788
Property Insurance	\$ 33,771	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,771
Pool Maintenance	\$ 1,254	\$ 1,254	\$ 1,254	\$ 1,254	\$ 1,254	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,271
Pool Chemicals	\$ 795	\$ 480	\$ -	\$ 180	\$ 532	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,987
Janitorial Services	\$ 1,560	\$ 1,560	\$ 1,560	\$ 1,560	\$ 1,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,800
Pest Control	\$ 80	\$ 81	\$ -	\$ 80	\$ 80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 321
Facilities Maintenance	\$ 1,044	\$ 3,342	\$ 1,032	\$ -	\$ 1,675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,092
Cable Internet & Telephone Services	\$ 523	\$ 167	\$ 528	\$ 1,133	\$ 170	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,521
Electric - Amenities	\$ 934	\$ 931	\$ 959	\$ 1,043	\$ 965	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,832
Water & Sewer - Amenities	\$ 1,810	\$ 99	\$ 996	\$ 1,477	\$ 996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,379
Gas Service	\$ 35	\$ 52	\$ 68	\$ 73	\$ 58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 287
Trash Removal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Monitoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Access Cards	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Supplies	\$ 148	\$ 67	\$ 87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 302
Amenity Repairs & Maintenance	\$ 1,223	\$ 8,317	\$ 87	\$ 825	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,452
Pool Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Events	\$ 795	\$ 2,072	\$ 416	\$ 794	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,077
Holiday Décor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fitness Center Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 126	\$ 42	\$ 21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189
ASCAP / BMI Licenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Elevator Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ 991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 991
<b>Total Amenity Center</b>	\$ 50,426	\$ 23,463	\$ 12,271	\$ 13,419	\$ 12,478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,057
<b>Total Operations and Maintenance Expenses</b>													
	\$ 69,022	\$ 44,218	\$ 33,747	\$ 34,936	\$ 38,684	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220,608
<b>Total Expenditures</b>													
	\$ 81,315	\$ 47,983	\$ 37,197	\$ 40,938	\$ 42,783	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,217
<b>Excess Revenues (Expenditures)</b>													
	\$ (81,315)	\$ 17,860	\$ 248,923	\$ (40,838)	\$ 64,309	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 216,939

# 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	\$403,520	
BONDS OUTSTANDING - 08/02/18		\$11,175,000
LESS: PRINCIPAL PAYMENT - 05/01/19		(\$205,000)
LESS: PRINCIPAL PAYMENT - 05/01/20		(\$215,000)
LESS: SPECIAL CALL - 05/01/19		(\$430,000)
LESS: SPECIAL CALL - 11/01/19		(\$895,000)
LESS: SPECIAL CALL - 05/01/20		(\$75,000)
LESS: SPECIAL CALL - 08/01/20		(\$640,000)
LESS: SPECIAL CALL - 11/01/20		(\$10,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$8,705,000</b>

# Deer Run

Community Development District  
Special Assessment Receipts  
Fiscal Year 2021

ON ROLL ASSESSMENTS									
DATE	DESCRIPTION	GROSS AMT	COMMISSIONS	DISC/PENALTY	INTEREST	NET RECEIPTS	O&M Portion	DSF Portion	Total
10/22/20	Cl# 60784	\$1,286.42	\$25.73	\$0.00	\$0.00	\$1,260.69	\$690.96	\$569.73	\$1,260.69
11/05/20	Cl# 60809	\$0.00	\$0.00	\$0.00	\$108.03	\$108.03	\$59.21	\$48.82	\$108.03
11/25/20	Cl# 60953	\$27,274.26	\$523.35	\$1,106.57	\$0.00	\$25,644.34	\$14,055.27	\$11,589.07	\$25,644.34
12/09/20	Cl# 61020	\$301,589.51	\$5,790.51	\$12,064.21	\$0.00	\$283,734.79	\$155,510.65	\$128,224.14	\$283,734.79
12/22/20	Cl# 61299	\$15,043.63	\$289.91	\$548.04	\$0.00	\$14,205.68	\$7,785.91	\$6,419.77	\$14,205.68
02/01/21	Cl# 61354	\$10,281.04	\$199.45	\$308.45	\$0.00	\$9,773.14	\$5,356.51	\$4,416.63	\$9,773.14
02/02/21	Cl# 61564	\$19,636.59	\$384.49	\$412.02	\$0.00	\$18,840.08	\$10,325.96	\$8,514.12	\$18,840.08
TOTAL		\$375,111.45	\$7,213.44	\$14,439.29	\$108.03	\$353,566.75	\$193,784.46	\$159,782.29	\$353,566.75

97%	Gross Percent Collected
\$11,424.35	Balance Remaining to Collect

## DIRECT ASSESSMENTS

DR Horton		Net Assessments		\$853,206.62	\$365,637.17	\$487,569.45
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	DEBT SERVICE FUND 2019
12/11/20	11/1/20	1188816/1210032	\$426,603.31	\$426,641.84	\$182,857.11	\$243,784.73
2/26/21	2/1/21	1250500	\$213,301.65	\$213,301.65	\$91,409.29	\$121,892.36
	5/1/21					
			\$639,904.96	\$639,943.49	\$274,266.40	\$365,677.09

## 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:** Tom Chewing, 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**

- We have secured the chemicals in the pump area and in the maintenance closet.
- Pressure washing was completed on February 8<sup>th</sup>.
- We have been scrubbing the pollen off everything daily.
- Replaced batteries in all doors.
- Gutters cleaned on the 5<sup>th</sup> of this month.
- I issued 25 new access cards over the last month.
- Otis was out on the 1<sup>st</sup> of March to fix the Elevator and do their routine inspection.
- Have begun caulking all the counter tops, sinks, toilets, and urinals throughout the facility.

#### **Amenity Manager Event Summary**

##### **Special Events:**

- February 7<sup>th</sup>- we played the super bowl game at the clubhouse.
- February 13<sup>th</sup>- Wine bottle Craft
- March 5<sup>th</sup>- BINGO
- March 20<sup>st</sup> Spring Fest

##### **Rentals**

- January 31<sup>st</sup> there was a baby shower.
- February 6<sup>th</sup> there was a birthday party.
- February 21<sup>st</sup> there was a baby shower.

##### **Up Coming Rentals**

- April 17<sup>th</sup> there is a private party.

#### **Classes:**

- We've had Ballroom Dancing on Wednesday nights

#### **Community Organized Events:**

- Ladies Night is first Tuesday of the month.
- Bunco has started every third Thursday.
- Pickle ball on Tuesday, Thursday, Saturday, and Sunday
- Poker Night every other Friday
- Acoustic Night the last Saturday of the month.

#### **Scheduled Future Events:**

- April 10<sup>th</sup>-Spring craft
- April 30<sup>th</sup>-Trivia Night

#### **Other Projects**

- Have gotten quotes from a few AC companies to do Preventative maintenance to our AC units. I have attached the quotes below, they have it set for coming out every 6 months, but this can be changed to fit our needs.
- Poolsure is proposing our comprehensive Water Management Program that offers a flat-rate monthly billing that includes all chemicals needed regardless of consumption, installing our Web-Based XPC chemical controllers; all feed equipment, all maintenance, labor associated with all water Management equipment, and access to our live customer portal with instant wireless alert notifications for our pool operators. This program will significantly increase efficiency and reduce the long-term labor costs related to your bodies of water. It is also designed to help provide the safest and most sanitary swimming environment for your patrons and a safe work environment for your employees.

Our Poolsure Comprehensive Web-Based Water Management Program Includes:

- All XPC chemical controllers, feed equipment, preventative maintenance, repair/replacement of controllers, and feeders are needed and requested. Feeder tubing for chemical lines will also be left on site for quick changes. PM's (preventative maintenance) completed annually in the spring of each year.
- During the years the feed pumps are not replaced, new feed tubes will be installed in pumps, rollers inspected and replaced as needed. Chemical injection lines were examined for clogs and cleaned as required. Flow cells cleaned out, probes checked, and replaced as needed.
- Any other components or parts are repaired or replaced on an as-needed basis.
- All tech calls and parts needed to maintain controllers and feed systems are included at no additional charge. Additional details and items will be left on property at your request for quick on-site repairs by your team: feeder tubing, feed tubes, other probes for stock emergency replacement, fittings, etc....
- Deliveries of all chemicals are included in your monthly price regardless of consumption:
  - Sodium Hypochlorite Solution
  - Non-Fuming Pool Acid

- Sodium Bicarbonate
- Cyanuric Acid
- Calcium Chloride
- Filter Powder
- Sodium Hypochlorite Solution and Non-Fuming Pool Acid will be delivered on a pre-scheduled routed basis that utilizes tank level sensors or a predictive model. "Hot Shot" deliveries will also be included at no extra charge to accommodate unusual chemical demand events.
- ***Remote web-based monitoring of the chemical controllers is also included in the fixed price. This will provide your pool operator(s) with alert notifications of possible chemistry imbalance. This will help to keep your pools safe for your patrons 24/7.***
- All replacement chemical tanks are included. Sodium Hypochlorite Tanks will be replaced and repositioned amongst the pool equipment area to logically achieve the maximum storage capacity and simplified remote tank level monitoring. All tanks and containment will be within the state of Florida's guidelines and regulations and follow Hazardous Materials handling best practices.
- **Monthly Base Rate Water Management: \$875.00 +tax**
- **Optional Items:**

\*\$25.00 per month; web-based alert notifications, customer portal access

Poolsure appreciates the opportunity to do business with Deer Run CDD. We are very experienced in servicing high demand facilities like yours that require many different components from a supplier and servicer. This program will allow you to take full advantage of what is needed to achieve higher levels of safety and efficiency. At the same time, our program is designed to reduce liability and labor spent on the swimming pool. Our agreements are 12 months, and they include a no penalty 30-day written notice clause, which can be initiated by either party at any time. We do this as a show of confidence in our services. If you have any questions, please do not hesitate to give me a call.

- Pool leak detection will be done on the 22 of March. Results are to follow.
- Updating Rules and policies

Should you have any questions or comments regarding the above information, please feel free to contact Heather at 386-263-7213 or Rich at (904) 759-8923.