

*Deer Run Community
Development District*

Agenda

August 26, 2020

AGENDA

Deer Run

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

August 19, 2020

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

Dear Board Members:

The Board of Supervisors of Deer Run Community Development District will meet **Wednesday, August 26, 2020 at 6:00 PM** via Zoom; by following this link <https://zoom.us/j/95131088315> and entering the password: 791577 or by calling in via (646) 876-9923 and entering the Meeting ID: 951 3108 8315, and entering the password: 791577. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Approval of Minutes of the July 22, 2020 Meeting
- IV. Public Hearings
 - A. Fiscal Year 2021 Budget
 1. Consideration of Resolution 2020-07 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations
 2. Consideration of Resolution 2020-08 Imposing Special Assessments and Certifying an Assessment Roll
 - B. Rule Hearing
 1. Consideration of Resolution 2020-09 Adopting the Rules for Overnight Parking and Parking Enforcement
- V. Approval of Consent Agenda
 - A. Fiscal Year 2021 Budget Deficit Funding Agreement
 - B. Second Amendment to Agreement with Yellowstone Landscape
 - C. Agreement with Otis Elevator Company
- VI. Discussion of Phase 2 Addendum with Yellowstone Landscape
- VII. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 1. Approval of Check Register
 2. Balance Sheet and Income Statement
 3. Approval of Fiscal Year 2021 Meeting Schedule
 4. Amenity Manager's Report
 5. Field Manager's Report
- VIII. Audience Comments
- IX. Supervisors Requests
- X. Adjournment

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

The third order of business is approval of the minutes from the July 22, 2020 Board of Supervisors meeting. The minutes are enclosed for your review.

The fourth order of business opens the public hearing. Section A is the public hearing on the Fiscal Year 2021 budget. Section 1 is consideration of resolution 2020-07 adopting the Fiscal Year 2021 budget and relating to the annual appropriations. A copy of the resolution is enclosed for your review. Section 2 is consideration of resolution 2020-08 imposing special assessments and certifying an assessment roll. A copy of the resolution is enclosed for your review. Section B is the rule hearing. Section 1 is consideration of resolution 2020-09 adopting the rules for overnight parking and parking enforcement. A copy of the resolution is enclosed for your review.

The fifth order of business is approval of consent agenda. Section A is Fiscal Year 2021 budget deficit funding agreement. A copy of the agreement is enclosed for your review. Section B is second amendment to agreement with Yellowstone Landscape. A copy of the amendment is enclosed for your review. Section C is agreement with Otis Elevator Company. A copy of the agreement will be provided under separate cover.

The sixth order of business is discussion of phase 2 addendum with Yellowstone Landscape. A copy of the addendum is enclosed for your review.

Section C of the seventh order of business is the District Managers report. Section 1 includes the check register being submitted for approval and Section 2 includes the balance sheet and income statement for your review. Section 3 is approval of Fiscal Year 2021 meeting schedule. Section 4 is the Amenity Manager's Report. A copy of the report is enclosed for your review. Section 5 is the Field Manager's Report that will update you on the status of any field or maintenance issues around the community.

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

Sincerely,

Ernesto Torres
District Manager

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

MINUTES

MINUTES OF MEETING
DEER RUN
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Deer Run Community Development District was held Wednesday, July 22, 2020 at 3:00 p.m. via Zoom Video Conferencing, pursuant to Executive Orders 20-52, 20-69, 20-112, and 20-150 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, and June 23, 2020 respectively, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present and constituting a quorum were:

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

Also present were:

Ernesto Torres	District Manager
Sarah Warren	District Counsel
Peter Amans	District Engineer
Pat Szozda	Riverside Management
William Viasalyers	Field Operations
Heather Chambliss	Amenity Manager

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Bomley stated there are some Yellowstone items on the agenda. Can we also address the common areas that are not being maintained? The section behind our houses between our property line and the water and the guys from Yellowstone ride down the middle of Golf View and cut the grass down there. Could they just run the mowers down the side of the water and take care of that property?

Mr. Torres stated if that is not under William's report if it is not addressed, we can revisit the subject.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the May 27, 2020 Meeting

On MOTION by Mr. Porter seconded by Mr. Dearing with all in favor the minutes of the May 27, 2020 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Consideration of Proposals for Elevator Service

A. Otis Elevator Company (3)

B. Elevator Control Service

Mr. Torres stated both companies provided these proposals to Heather, the onsite amenity manager.

Ms. Chambliss stated I tried to get three quotes and received two. Otis installed the elevators and they have been maintaining it for the last year. Our contract is up at the end of this month and they sent me three proposals and I have a proposal from another company. Unfortunately, the other company said he can help maintain the elevators but because Otis has a patent on all their equipment if anything was to break we would have to go through Otis to have them fixed. He would love to have the contract but he said it would be smarter to stay with Otis. After talking to Otis the best deal I think was with the usage that we have, it is lubricate and service and it is \$110 per month and they will maintain the elevators. If something were to break they would let us know what is going on but because the elevator is new and not being used, he said most of our parts are under warranty and if something were to break there is a good possibility that it would get fixed for free. If we sign a 20-year contract with them then we could save 7% and that would be \$102 per month. The minimum amount we can do is three years and if we sign with them and decide we need more service we can always upgrade.

Mr. Porter asked if we sign with them and are not happy with their service, are we stuck for three years or do we have an out?

Ms. Chambliss stated we do have an out. He said if they are not meeting the expectations that they propose and are supposed to be doing then we can get out before the three years.

On MOTION by Mr. Porter seconded by Mr. Dearing with all in favor the three-year service agreement with Otis Elevator was approved subject to District Counsel preparing an agreement that has an acceptable termination clause.

Mr. Doan joined the meeting at this time.

FIFTH ORDER OF BUSINESS

Ratification of Proposal from Yellowstone to Repair Amenity Center Dock Washout

Mr. Torres stated I shared some photos of this area with the Chairman and received concurrence and we are asking the Board to ratify the proposal. The work has been completed.

Mr. Porter stated it was between meetings and I authorized the work because it looked dangerous to me.

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the proposal from Yellowstone to repair the amenity center dock washout in the amount of \$4,415.00 was ratified.

SIXTH ORDER OF BUSINESS

Discussion of Proposal from Yellowstone for Irrigation Pump #1 Replacement

Mr. Viasalyers stated we had one of the two pumps go down and these are the pumps that control the irrigation for all the common areas and homeowners' lots and everything associated with the CDD. We would like the Board to approve the proposal so we can get the pump replaced.

On MOTION by Mr. Porter seconded by Mr. Dearing with all in favor the proposal from Yellowstone for replace of irrigation pump #1 in the amount of \$7,945.42 was approved.

SEVENTH ORDER OF BUSINESS

Review and Acceptance of Fiscal Year 2019 Audit Report

Mr. Porter stated we are required by law to have an Audit performed each year and we got it and it came back clean; they see no items to be concerned about.

On MOTION by Mr. Dearing seconded by Mr. Doan with all in favor the Fiscal Year 2019 Audit Report was accepted and staff authorized to transmit the final Audit to the State of Florida.

EIGHTH ORDER OF BUSINESS

Discussion of Phase 2 Amenity Reopening Plan

Mr. Torres stated we keep this item on the agenda so we can ask the amenity manager how the current plan is going and if there are any recommended changes.

Ms. Chambliss stated everything has been really smooth, it seems that everybody has been happy. We have never had a problem with too many people being on the pool deck. On average we have about 55 people a day coming to the pool, but I have never had 30 people at one time. The gym is being utilized, about six people a day use the gym and we have 7 – 10 people a week using the pickleball courts. Everybody has been keeping a social distance, in the gym they have been wiping it down and I have been following up after them also. We have hired a new employee, she started working on Saturdays and Sundays and that allows me to be in the office Monday through Friday. One of the biggest questions I'm getting from a lot of residents is can they have pool chairs on the deck and is it possible to open on Mondays and Tuesdays also. Even though we have never had 30 people on the pool deck a lot of people want to know if we are going to change the maximum number of people on the pool deck so it is 60 instead of 30.

Mr. Porter stated we made a decision not to have the pool furniture on the deck because we felt like it was that much more danger and if people needed a chair they could bring one from home. I don't think it has been a huge problem. I have seen in the news that COVID is getting worse rather than better. If we don't have a problem with the limits we have now I would not want to increase it. I don't mind talking about being open on Tuesday but we have always been closed on Monday, basically that gives staff time to put in the chemicals and take care of the pool. I would rather not have the furniture and not increase the number of folks unless someone has a strong disagreement with that.

Mr. Torres stated Mr. Porter's recommendation was that we consider opening on Tuesday. If that is the one change you would like to make I would ask for a motion.

Mr. Porter stated do we have room in our existing budget for staffing for one additional day?

Ms. Chambliss stated we have hired someone who is working Saturdays and Sundays now and that allows me to be able to work on Mondays and Tuesdays.

Mr. Porter stated then it won't be a problem for your staff to be open another day.

Ms. Chambliss stated no.

On MOTION by Mr. Porter seconded by Mr. Doan with all in favor the reopening plan was amended such that the pool and facilities will be open on Tuesdays.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Warren stated we continue to monitor all the executive orders and guidance being issued related to COVID-19 and we will keep the Board apprised of any developments impacting the District.

B. Engineer

Mr. Amans stated I continue to work with William as things come up. I will continue to work with Sarah on a map that we will put together for all the ownership, once it is finalized.

C. Manager

i. Approval of Check Register

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

ii. Balance Sheet and Income Statement

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

iii. Amenity Manager's Report

Ms. Chambliss gave an overview of the facility manager's report, which was included in the agenda package.

iv. Field Manager's Report

Mr. Viasalyers stated Gary mentioned some of the homes that aren't being maintained. At the last Board meeting, the Board approved the sod enhancement behind those areas and I know Yellowstone has recently started prepping those areas so they can maintain them and they will be laying the sod in the next week or two. Moving forward those areas should be a lot easier for them to maintain with their mowers.

TENTH ORDER OF BUSINESS

Audience Comments

Ms. Lambert stated regarding the sod at \$26,000. Are we going ahead with the designated areas or is it going to be revised because the only grading I have seen is behind 232 Grand Reserve Drive, which is just at the end of the lake?

Mr. Viasalyers stated yes, they are moving forward with the original proposal that was presented and approved. There are multiple areas outlined in that previous attachment that outlined the areas that were being graded and had sod going on.

Mr. Bomley stated I understand we are going to have representation on the CDD starting in November. Who from the Board will be dropping off?

Mr. Torres stated Mr. Owen's term is expiring November 2020 and Mr. Doan's seat expires November 2020.

Ms. Lambert asked if a resident wanted to plant an indigenous tree on the lake bank just beyond their lot line, would that be acceptable or not?

Mr. Porter responded in general we do not allow folks to plant anything on the CDD's property because it makes it harder to mow and we don't want to accept responsibility for it. We would ask them to keep it inside their lot line.

Ms. Warren stated in some instances it is also prohibited by the District's stormwater management permit.

Mr. Bromley asked if someone got stuck in the elevator are they hooked up to a central station that they can notify somebody if you are stuck in there?

Mr. Amans stated it does have a phone line and it calls 911 if anyone gets stuck and pushes the emergency button.

Mr. Bomley asked would they send a repairman out? Is that in the contract?

Ms. Chambliss stated they do have repairmen but it is not in our contract. They will come out and see if it is a part that needs to be repaired that is under warranty and if it is under

warranty we won't be responsible for it, but if it is something not under warranty then we would have to pay for it.

Mr. Bomley asked is that a hydraulic elevator?

Mr. Viasalyers stated yes.

Mr. Lambert asked is the irrigation pump that we are paying to replace, can it be repaired and not replaced? Is it still under CDD ownership and how long will that irrigation be made under CDD ownership?

Mr. Viasalyers stated based on conversations with Yellowstone it is beyond repair and needs to be replaced. I can't answer the second part.

Ms. Warren stated it is owned by the CDD. We have been trying to get it turned over to the city for quite some time. Unfortunately, I just started making progress with the city when all the shutdowns due to COVID started to happen. I have had an incredibly difficult time since the shutdown connecting with the city's counsel. We are trying to get that turnover completed.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests

There being none,

On MOTION by Mr. Porter seconded by Mr. Doan with all in favor the meeting adjourned at 3:28 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

RESOLUTION 2020-07

THE ANNUAL APPROPRIATION RESOLUTION OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2020, submitted to the Board of Supervisors (“**Board**”) of the Deer Run Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Deer Run Community Development District for the Fiscal Year Ending September 30, 2021.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
SERIES 2018 DEBT SERVICE FUND(S)	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

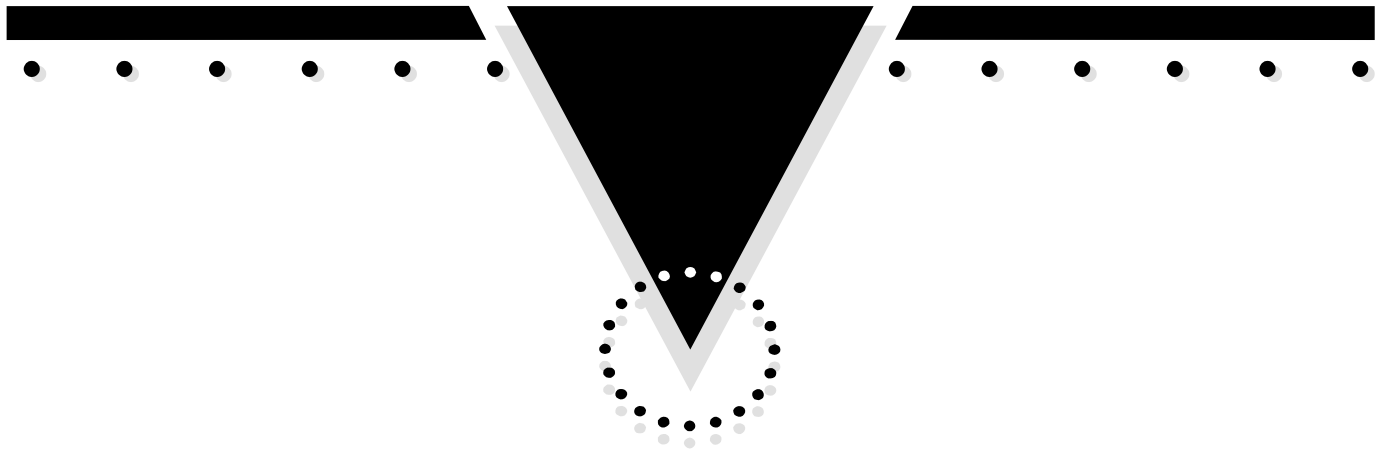
PASSED AND ADOPTED this 26th day of August, 2020.

ATTEST:

**DEER RUN COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair, Board of Supervisors



Deer Run Community Development District

**Proposed Budget
FY 2021**



Table of Contents

General Fund	Page 1-2
General Fund Narrative	Page 3-9
Debt Service Fund - Series 2018	Page 10
Series 2018 Amortization Schedule	Page 11

DEER RUN

COMMUNITY DEVELOPMENT DISTRICT

General Fund Budget

DESCRIPTION	ADOPTED FY2020 BUDGET	ACTUAL THRU 7/31/20	PROJECTED NEXT 2 MONTHS	TOTAL AS OF 9/30/20	PROPOSED FY2021 BUDGET	INCREASE/ (DECREASE)
Revenues						
Assessments	\$566,820	\$564,853	\$1,967	\$566,820	\$566,820	\$0
Golf Course Lake Maintenance Contribution	\$4,800	\$3,015	\$1,785	\$4,800	\$4,800	\$0
Miscellaneous Income	\$0	\$585	\$0	\$585	\$0	\$0
TOTAL REVENUES	\$571,620	\$568,453	\$3,752	\$572,205	\$571,620	\$0
Expenditures						
<i>Administrative</i>						
Supervisor Fees	\$4,000	\$2,400	\$1,000	\$3,400	\$4,000	\$0
FICA Expense	\$306	\$245	\$75	\$320	\$306	\$0
Engineering	\$3,550	\$4,550	\$910	\$5,460	\$3,550	\$0
Dissemination	\$2,500	\$2,083	\$417	\$2,500	\$2,500	\$0
Attorney	\$12,000	\$8,015	\$1,603	\$9,618	\$12,000	\$0
Annual Audit	\$3,270	\$3,535	\$0	\$3,535	\$3,535	\$265
Trustee Fees	\$3,500	\$0	\$3,500	\$3,500	\$3,500	\$0
Arbitrage	\$450	\$0	\$450	\$450	\$450	\$0
Assessment Roll Services	\$2,500	\$2,500	\$0	\$2,500	\$2,500	\$0
Management Fees	\$30,900	\$25,750	\$5,150	\$30,900	\$31,827	\$927
Information Technology	\$1,000	\$833	\$167	\$1,000	\$1,000	\$0
Telephone	\$100	\$0	\$20	\$20	\$100	\$0
Postage	\$600	\$839	\$168	\$1,007	\$600	\$0
Insurance	\$6,500	\$6,027	\$0	\$6,027	\$6,630	\$130
Printing & Binding	\$800	\$207	\$41	\$249	\$800	\$0
Travel Per Diem	\$600	\$70	\$0	\$70	\$250	(\$350)
Legal Advertising	\$1,000	\$1,024	\$300	\$1,324	\$1,330	\$330
Other Current Charges	\$800	\$1,737	\$71	\$1,807	\$800	\$0
Office Supplies	\$100	\$30	\$34	\$65	\$100	\$0
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175	\$0
<i>Total Administrative</i>	\$74,651	\$60,020	\$13,906	\$73,925	\$75,953	\$1,302
<i>Maintenance</i>						
Field Management	\$30,000	\$25,000	\$5,000	\$30,000	\$30,900	\$900
Electric	\$39,500	\$37,140	\$7,428	\$44,568	\$45,216	\$5,716
Water & Sewer	\$10,000	\$4,505	\$1,502	\$6,006	\$10,000	\$0
Landscape Maintenance	\$100,000	\$90,829	\$21,046	\$111,874	\$121,900	\$21,900
Landscape Contingency	\$6,000	\$8,568	\$0	\$8,568	\$6,000	\$0
Lake Maintenance	\$23,520	\$20,185	\$4,850	\$25,035	\$26,460	\$2,940
Water Feature Maintenance	\$12,500	\$2,124	\$0	\$2,124	\$8,000	(\$4,500)
Irrigation Repairs	\$10,000	\$1,928	\$386	\$2,314	\$3,000	(\$7,000)
Contingency	\$1,300	\$454	\$0	\$454	\$500	(\$800)
<i>Total Maintenance</i>	\$232,820	\$190,733	\$40,211	\$230,944	\$251,976	\$19,156

DEER RUN

COMMUNITY DEVELOPMENT DISTRICT

General Fund Budget

DESCRIPTION	ADOPTED FY2020 BUDGET	ACTUAL THRU 7/31/20	PROJECTED NEXT 2 MONTHS	TOTAL AS OF 9/30/20	PROPOSED FY2021 BUDGET	INCREASE/ (DECREASE)
<i>Amenity Center</i>						
Amenities Management	\$78,750	\$50,250	\$10,000	\$60,250	\$78,750	\$0
Property Insurance	\$15,000	\$30,168	\$0	\$30,168	\$32,838	\$17,838
Pool Maintenance	\$18,492	\$12,542	\$2,508	\$15,050	\$18,492	\$0
Pool Chemicals	\$9,000	\$5,609	\$1,122	\$6,731	\$8,500	(\$500)
Janitorial Services	\$18,720	\$14,723	\$3,120	\$17,843	\$18,720	\$0
Pest Control	\$2,500	\$805	\$162	\$967	\$1,000	(\$1,500)
Facilities Maintenance	\$25,000	\$8,260	\$1,652	\$9,912	\$25,000	\$0
Cable, Internet & Telephone Services	\$4,200	\$4,052	\$810	\$4,862	\$5,000	\$800
Electric - Amenities	\$30,000	\$8,718	\$1,744	\$10,461	\$18,000	(\$12,000)
Water & Sewer - Amenities	\$3,600	\$3,864	\$773	\$4,637	\$6,000	\$2,400
Gas Service	\$500	\$507	\$112	\$618	\$750	\$250
Trash Removal	\$2,400	\$0	\$200	\$200	\$300	(\$2,100)
Security Monitoring	\$1,500	\$2,600	\$0	\$2,600	\$1,500	\$0
Access Cards	\$1,000	\$0	\$200	\$200	\$1,000	\$0
Operating Supplies	\$1,000	\$220	\$44	\$264	\$500	(\$500)
Amenity Repairs & Maintenance	\$5,000	\$7,066	\$3,599	\$10,665	\$5,000	\$0
Pool Repairs & Maintenance	\$5,000	\$87	\$0	\$87	\$200	(\$4,800)
Special Events	\$15,000	\$6,661	\$744	\$7,405	\$10,000	(\$5,000)
Holiday Décor	\$4,000	\$3,940	\$0	\$3,940	\$4,000	\$0
Fitness Center Repairs & Maintenance	\$2,500	\$100	\$0	\$100	\$500	(\$2,000)
Office Supplies	\$1,000	\$762	\$238	\$1,000	\$1,000	\$0
ASCAP/BMI Licenses	\$1,200	\$0	\$600	\$600	\$600	(\$600)
Elevator Maintenance	\$0	\$0	\$0	\$0	\$2,000	\$2,000
Contingency	\$18,788	\$7,670	\$660	\$8,330	\$4,041	(\$14,747)
<i>Total Amenity Center</i>	\$264,150	\$168,603	\$28,288	\$196,892	\$243,691	(20,459)
TOTAL EXPENDITURES	\$571,620	\$419,356	\$82,405	\$501,761	\$571,620	(0)
EXCESS REVENUES/(EXPENDITURES)	(\$0)	\$149,097	(\$78,653)	\$70,444	\$0	

Net Assessments	\$566,820
Add: Discounts & Collections	\$34,009
Gross Assessments	<u>\$600,830</u>

Deer Run Community Development District

GENERAL FUND BUDGET
FISCAL YEAR 2021

REVENUES:

Assessments

The District will levy a non-ad valorem special assessment on taxable property within the District to fund all general operating and maintenance expenditures for the Fiscal Year. It will also enter into a Deficit Funding Agreement with landowner to fund the District's general operating and maintenance expenses throughout the fiscal year.

Golf Course Lake Maintenance Contribution

The District's Lake Maintenance expense will be partially funded by contributions from the Golf Course.

EXPENDITURES:

Administrative:

Supervisor Fees

The Florida Statutes allows each supervisor to be paid per meeting, for the time devoted to District business and board meetings. The amount is based upon 5 Supervisors attending 4 meetings during the fiscal year.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

Engineering

The District's engineer, Dewberry Engineers, Inc., will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b) (5) which relates to additional reporting requirements for unrated bond issues. The District has contracted with Lerner Reporting Services.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

Deer Run Community Development District

GENERAL FUND BUDGET
FISCAL YEAR 2021

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. The District is contracted with Berger, Toombs, Elam Gaines & Frank to provide this service.

Trustee Fees

The District's Series 2018 Capital Improvement Revenue Bonds are held with a Trustee at Regions Bank.

Arbitrage

The District will contract with an independent certified public accountant, to annually calculate the District's Arbitrage Rebate Liability once the Bonds are issued. The District has contracted with AMTEC Corporation to provide this service.

Assessment Roll Services

Represents cost associated with certifying, invoicing and collections of annual operations and maintenance and debt service assessments.

Management Fees

The District has contracted with Governmental Management Services - Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financials reporting, annual audits, etc.

Information Technology

The District incurs costs related to the District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Telephone

Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, checks for vendors, and any other required correspondence, etc.

Insurance

Represents the District's general liability, public officials liability and property insurance coverage, which is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Deer Run
Community Development District
GENERAL FUND BUDGET
FISCAL YEAR 2021

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Legal Advertising

Advertising of monthly board meetings, public hearings, and any services that are required to be advertised for public bidding, i.e. audit services, engineering service, maintenance contracts and any other advertising that may be required.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the fiscal year.

Office Supplies

The District incurs charges for supplies that need to be purchased during the fiscal year, including copier and printer toner cartridges, paper, file folders, binders, pens, paper clips, and other such office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Community Affairs for \$175. This is the only expense under this category for the District.

Maintenance:

Field Management

The District is contracted with Governmental Management Services, Central Florida – LLC to provide onsite field management of contracts for District Services such as landscape maintenance. Services to include weekly site inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Deer Run Community Development District

GENERAL FUND BUDGET
FISCAL YEAR 2021

Electric

The District incurs cost for electric and street lighting. The District has the following accounts with Florida, Power & Light.

Description	Monthly	Annually
Premium Lighting	\$902	\$10,824
99 Grand Reserve Dr # Entrance	\$176	\$2,112
100 Grand Reserve Pkwy # Entrance	\$100	\$1,200
410 Grand Reserve Dr # B	\$889	\$10,668
Decorative Lighting # Oak Branch	\$1,687	\$20,244
22 Sand Wedge Ln # LS	\$14	\$168
TOTAL		\$45,216

Water & Sewer

The District incurs cost for water. The District has the following accounts with the City of Bunnell.

Description	Monthly	Annually
100 Grand Reserve Pkwy	\$600	\$7,200
Grand Reserve & US1 Fountain	\$180	\$2,160
Contingency		\$640
TOTAL		\$10,000

Landscape Maintenance

The District will incur landscape maintenance expenses, which include mowing, edging, string-trimming, annual flower replacements, shrub and palm pruning, weeding, fertilization, pine straw, pest control and irrigation inspections during the fiscal year.

Landscape Contingency

To record the cost of landscape enhancements as well as any miscellaneous landscape items currently not budgeted or covered in landscape contract.

Deer Run Community Development District

GENERAL FUND BUDGET
FISCAL YEAR 2021

Lake Maintenance

The monthly aquatic management service of 28 waterways for the District is provided by Applied Aquatic Management. Services include monthly inspections and treatment for the continued control of torpedo grass, cattails, spike rush and algae.

Water Feature Repair and Maintenance

The monthly inspections and repair and maintenance of Hwy 100 and US1 Fountains and is contracted with Yellowstone Landscape.

Irrigation Repairs

To record the cost of repairs to the irrigation system and preventative maintenance on the irrigation pump station.

Contingency

To record the cost of any maintenance expenses not properly classified in any of the other accounts.

Amenity Center:

Facilities Management

Represents the cost to staff the Amenity Center, oversee maintenance contracts related to the Amenity Center, conduct various special events throughout the year, administer rental program, respond to resident request, etc.

Property Insurance

The District will incur fees to insure items owned by the District for its property needs. Coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage for government agencies.

Pool Maintenance

Represents estimated costs of regular cleaning and treatments of the pools within the District.

Pool Chemicals

Represents the costs of pool chemicals purchased to maintain the pool not covered by the pool maintenance contract.

Janitorial Services

Represents estimated costs to provide janitorial services and supplies for the District's amenity center.

Pest Services

Deer Run
Community Development District
GENERAL FUND BUDGET
FISCAL YEAR 2021

The District will incur costs for pest control treatments to its amenity center.

Facilities Maintenance

Represents the estimated costs to provide routine repairs and maintenance on the District's common areas and amenities.

Cable, Internet & Telephone Services

The District will obtain cable television, internet and phone services for its amenity center.

Electric – Amenities

This represents the estimated cost for electric utilities of the Amenity Center.

Water & Sewer – Amenities

This represents the estimated cost for electric utilities of the Amenity Center.

Gas Service

Represents estimated gas services provided at the amenity center.

Trash Removal

Represents the estimated cost of trash removal.

Security Monitoring

Represents estimated costs of maintaining security systems for the amenity center and any maintenance needed to those systems.

Access Cards

Represents the estimated cost for providing and maintaining an access card system.

Operating Supplies

Represents estimated costs of supplies purchased for operating and maintaining common areas.

Amenity Repairs & Maintenance

Represents estimated cost for repairs and maintenance of the amenity center.

Pool Repairs & Maintenance

Deer Run Community Development District

GENERAL FUND BUDGET
FISCAL YEAR 2021

Estimated miscellaneous pool maintenance cost not included under the agreements with Spies Pools and Roberts Pool Service.

Special Events

The Facilities Manager will coordinate and provide various activities throughout the year. The amount represents the cost of supplies, notice of events, etc.

Holiday Decor

The District will incur costs to related to the decoration of common areas during the Holidays.

Fitness Center Repairs & Maintenance

Represents costs related to repairing and maintaining the fitness equipment owned by the District.

Office Supplies

The District incurs charges for supplies that need to be purchased during the fiscal year, including copier and printer toner cartridges, paper, file folders, binders, pens, paper clips, and other such office supplies.

ASCAP/BMI Licenses

The District obtains licenses with ASCAP and BMI in order to provide entertainment in its amenity center.

Elevator Maintenance

Represents costs of repairs and maintenance of the elevators.

Contingency

To record the cost of any amenity expenses not properly classified in any of the other accounts.

DEER RUN

COMMUNITY DEVELOPMENT DISTRICT

Debt Service Fund Budget - Series 2018

DESCRIPTION	ADOPTED FY2020 BUDGET	ACTUAL THRU 7/31/20	PROJECTED NEXT 2 MONTHS	TOTAL AS OF 9/30/20	PROPOSED FY2021 BUDGET
Revenues					
Debt Assessments	\$805,140	\$802,308	\$2,832	\$805,140	\$654,125
Prepayments	\$0	\$672,679	\$0	\$672,679	\$0
Interest	\$4,000	\$8,087	\$1,617	\$9,704	\$4,000
Carry Forward Surplus	\$308,576	\$1,249,312	\$0	\$1,249,312	\$363,635
TOTAL REVENUES	\$1,117,716	\$2,732,385	\$4,450	\$2,736,835	\$1,021,760
Expenditures					
Interest - 11/1	\$286,245	\$286,245	\$0	\$286,245	\$ 247,545
Special Call - 11/1	\$0	\$895,000	\$0	\$895,000	\$ -
Principal - 5/1	\$205,000	\$205,000	\$0	\$205,000	\$ 180,000
Interest - 5/1	\$286,245	\$261,955	\$0	\$261,955	\$ 235,665
Special Call - 5/1	\$0	\$85,000	\$0	\$85,000	\$ -
Redemption - 8/1	\$0	\$0	\$640,000	\$640,000	\$ -
TOTAL EXPENDITURES	\$777,490	\$1,733,200	\$640,000	\$2,373,200	\$ 663,210
EXCESS REVENUES	\$340,226	\$999,185	(\$635,550)	\$363,635	\$358,550

Interest 11/1 \$230,805
\$230,805

**Deer Run
Community Development District**

**SERIES 2018
AMORTIZATION SCHEDULE**

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/1/20	\$ 8,715,000.00		\$ 236,732.50	\$ 236,732.50
5/1/21	\$ 8,715,000.00	\$ 180,000.00	\$ 236,732.50	
11/1/21	\$ 8,535,000.00		\$ 231,872.50	\$ 648,605.00
5/1/22	\$ 8,535,000.00	\$ 190,000.00	\$ 231,872.50	
11/1/22	\$ 8,345,000.00		\$ 226,742.50	\$ 648,615.00
5/1/23	\$ 8,345,000.00	\$ 205,000.00	\$ 226,742.50	
11/1/23	\$ 8,140,000.00		\$ 221,207.50	\$ 652,950.00
5/1/24	\$ 8,140,000.00	\$ 215,000.00	\$ 221,207.50	
11/1/24	\$ 7,925,000.00		\$ 215,402.50	\$ 651,610.00
5/1/25	\$ 7,925,000.00	\$ 225,000.00	\$ 215,402.50	
11/1/25	\$ 7,700,000.00		\$ 209,327.50	\$ 649,730.00
5/1/26	\$ 7,700,000.00	\$ 240,000.00	\$ 209,327.50	
11/1/26	\$ 7,460,000.00		\$ 202,847.50	\$ 652,175.00
5/1/27	\$ 7,460,000.00	\$ 250,000.00	\$ 202,847.50	
11/1/27	\$ 7,210,000.00		\$ 196,097.50	\$ 648,945.00
5/1/28	\$ 7,210,000.00	\$ 265,000.00	\$ 196,097.50	
11/1/28	\$ 6,945,000.00		\$ 188,942.50	\$ 650,040.00
5/1/29	\$ 6,945,000.00	\$ 280,000.00	\$ 188,942.50	
11/1/29	\$ 6,665,000.00		\$ 181,382.50	\$ 650,325.00
5/1/30	\$ 6,665,000.00	\$ 295,000.00	\$ 181,382.50	
11/1/30	\$ 6,370,000.00		\$ 173,417.50	\$ 649,800.00
5/1/31	\$ 6,370,000.00	\$ 310,000.00	\$ 173,417.50	
11/1/31	\$ 6,060,000.00		\$ 165,047.50	\$ 648,465.00
5/1/32	\$ 6,060,000.00	\$ 330,000.00	\$ 165,047.50	
11/1/32	\$ 5,730,000.00		\$ 156,137.50	\$ 651,185.00
5/1/33	\$ 5,730,000.00	\$ 350,000.00	\$ 156,137.50	
11/1/33	\$ 5,380,000.00		\$ 146,687.50	\$ 652,825.00
5/1/34	\$ 5,380,000.00	\$ 365,000.00	\$ 146,687.50	
11/1/34	\$ 5,015,000.00		\$ 136,832.50	\$ 648,520.00
5/1/35	\$ 5,015,000.00	\$ 385,000.00	\$ 136,832.50	
11/1/35	\$ 4,630,000.00		\$ 126,437.50	\$ 648,270.00
5/1/36	\$ 4,630,000.00	\$ 410,000.00	\$ 126,437.50	
11/1/36	\$ 4,220,000.00		\$ 115,367.50	\$ 651,805.00
5/1/37	\$ 4,220,000.00	\$ 430,000.00	\$ 115,367.50	
11/1/37	\$ 3,790,000.00		\$ 103,757.50	\$ 649,125.00
5/1/38	\$ 3,790,000.00	\$ 455,000.00	\$ 103,757.50	
11/1/38	\$ 3,335,000.00		\$ 91,472.50	\$ 650,230.00
5/1/39	\$ 3,335,000.00	\$ 480,000.00	\$ 91,472.50	
11/1/39	\$ 2,855,000.00		\$ 78,512.50	\$ 649,985.00
5/1/40	\$ 2,855,000.00	\$ 510,000.00	\$ 78,512.50	
11/1/40	\$ 2,345,000.00		\$ 64,487.50	\$ 653,000.00
5/1/41	\$ 2,345,000.00	\$ 540,000.00	\$ 64,487.50	
11/1/41	\$ 1,805,000.00		\$ 49,637.50	\$ 654,125.00
5/1/42	\$ 1,805,000.00	\$ 570,000.00	\$ 49,637.50	
11/1/42	\$ 1,235,000.00		\$ 33,962.50	\$ 653,600.00
5/1/43	\$ 1,235,000.00	\$ 600,000.00	\$ 33,962.50	
11/1/43	\$ 635,000.00		\$ 17,462.50	\$ 651,425.00
5/1/44	\$ 635,000.00	\$ 635,000.00	\$ 17,462.50	\$ 652,462.50
		\$ 8,715,000.00	\$ 7,139,550.00	\$ 15,854,550.00

SECTION 2

RESOLUTION 2020-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020/2021; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Deer Run Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in the City of Bunnell within Flagler County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”), attached hereto as **Exhibit “A,”** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2020/2021; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B,”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law; and

WHEREAS, pursuant to that Budget Deficit Funding Agreement, dated, August 26, 2020, in lieu of levying an increased amount of operations and maintenance assessments, the primary Landowner within the District has agreed to deficit fund the Adopted Budget to the extent the District’s expenses for the Fiscal Year 2020/2021 exceed the amount of assessments collected to fund the Adopted Budget.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**
- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2020; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2020, 25% due no later than February 1, 2021 and 25% due no later than May 1, 2021. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2020/2021, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for

such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 26th day of August, 2020.

ATTEST:

**DEER RUN COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair, Board of Supervisors

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

SECTION B

SECTION 1

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 26th 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

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.

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

Exhibit A:
Map of Tow-Away Zone

SECTION V

SECTION A

**FISCAL YEAR 2020/2021 BUDGET DEFICIT FUNDING AGREEMENT
BETWEEN DEER RUN COMMUNITY DEVELOPMENT DISTRICT
AND D.R. HORTON, INC. - JACKSONVILLE**

THIS AGREEMENT (the “Agreement”) is made and entered into the 26th day of August, 2020, by and between:

DEER RUN COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Bunnell, Florida whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

D.R. HORTON, INC. - JACKSONVILLE, a Delaware corporation and the primary landowner in the District whose address is 4220 Race Track Road, Saint Johns, Florida 32259 (the “Landowner”).

Recitals

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements including but not limited on-site and off-site roadways improvements, water and sewer utility improvements, stormwater management system, open space and right-of-way improvements, recreation amenities, public park and other infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, the District has adopted its operating budget for the Fiscal Year 2020/2021 (the “2021 O&M Budget”), which budget will commence on October 1, 2020, and conclude on September 30, 2021, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, Landowner is developing certain real property within the District and presently owns those lands identified in the District’s Fiscal Year 2020/2021 Assessment Roll, attached to **Exhibit A** and incorporated herein by reference, which is located within the District and will benefit from the continued operations of the District (the “Property”); and

WHEREAS, following the adoption of the 2021 O&M Budget, the District has the option of levying non-ad valorem assessments on all land within its boundaries that will benefit from the activities, operations and services set forth in such budget (hereinafter referred to as the “O&M Assessment(s)”), or utilizing such other revenue sources as may be available to it; and

WHEREAS, due to the nature of the ownership of the Property, the District is not able to predict with absolute certainty the amount of monies necessary to fund the District’s activities, operations and services set forth in the 2021 O&M Budget; and

WHEREAS, in contemplation of the foregoing, and in lieu of levying an increased amount in O&M Assessments on the Property to fund the 2021 O&M Budget, the Landowner desires to provide the monies necessary to fund the actual expenditures for the Fiscal Year 2020/2021 (hereinafter referred to as the "O&M Budget Payment"), not otherwise funded by O&M Assessments levied upon other benefited lands located within the District.

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

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

SECTION 2. PAYMENT OF DISTRICT'S O&M BUDGET.

- i. Payment of O&M Budget Expenses. Upon the District Manager's written request, the Landowner agrees to make available to the District the monies necessary to fund all expenditures of the 2020/2021 O&M Budget not otherwise funded through O&M Assessments levied upon other benefited lands located within the District, on a continuing basis, within fifteen (15) days of written request by the District. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the lands within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's 2021 O&M Budget or otherwise.
- ii. Consent to Funding of 2021 O&M Budget. The Landowner acknowledges and agrees that the O&M Budget Payment represents the funding of operations and maintenance expenditures that would otherwise be appropriately funded through O&M Assessments equitably allocated to the Property within the District in accordance with the District's Assessment Methodology. Landowner agrees to pay, or caused to be paid, the O&M Budget Payment regardless of whether Landowner owns the Property at the time of such payment subject to the terms set forth in Section 10 herein. Landowner agrees that it will not contest the legality or validity of such imposition, collection or enforcement to the extent such imposition is made in accordance with the terms of this Agreement.

SECTION 3. CONTINUING LIEN. The District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2020/2021 O&M Budget" in the public records of Flagler County,

Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for FY 2020/2021 O&M Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Landowner has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Landowner sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Landowner's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Landowner.

SECTION 4. ALTERNATIVE COLLECTION METHODS.

- i. In the alternative or in addition to the collection method set forth in Section 3 above, the District may enforce the collection of the O&M Budget Payment(s) by action against the SPE in the appropriate judicial forum in and for Flagler County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- ii. The District hereby finds that the activities, operations and services funded by the O&M Budget Payment(s) provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The SPE agrees that the activities, operations and services that will be funded by the O&M Budget Payment(s) provide a special and peculiar benefit to the Property in excess of the costs thereof on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Flagler County property appraiser.

SECTION 5. NOTICE. All notices, payments and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

A. If to District: Deer Run Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Landowner: D.R. Horton, Inc. - Jacksonville
4220 Race Track Road
Saint Johns, Florida 32259
Attn: Robert Porter

SECTION 6. AMENDMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

SECTION 7. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 8. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other, which consent shall not be unreasonably withheld.

SECTION 9. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the matter described in Sections 3 and 4 above.

SECTION 10. THIRD PARTY RIGHTS; TRANSFER OF PROPERTY. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Landowner sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, including the Property, the Landowner shall continue to be bound by the terms of this Agreement

and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Landowner shall give ninety (90) days prior written notice to the District under this Agreement of any such sale or disposition.

SECTION 11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree that venue shall be in Flagler County, Florida.

SECTION 12. 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 with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 13. EFFECTIVE DATE. The Agreement shall take effect as of August 28, 2019. The enforcement provisions of this Agreement shall survive its termination, until all payments due pursuant to this Agreement are paid in full.

[Signature page follows]

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

Attest:

**DEER RUN COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Witness:

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

Witness

Name:

Title:

EXHIBIT A: Fiscal Year 2020/2021 O&M Budget & Assessment Roll

EXHIBIT A

Fiscal Year 2020/2021 O&M Budget & Assessment Roll

SECTION B

**SECOND AMENDMENT TO THE LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN DEER RUN COMMUNITY DEVELOPMENT DISTRICT AND
YELLOWSTONE LANDSCAPE, INC.**

THIS SECOND AMENDMENT is made and entered into as of the ____ day of _____, 2020,
by and between:

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

YELLOWSTONE LANDSCAPE, INC., a corporation authorized to do business in the State of Florida, whose address is 3235 N. State Street, Bunnell, Florida 32110 (“Contractor”).

RECITALS

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

WHEREAS, the District and the Contractor previously entered into that certain *Landscape Maintenance Agreement Between Deer Run Community Development District and Yellowstone Landscape, Inc.*, dated October 1, 2017 (“Agreement”) and the *First Amendment to the Landscape Maintenance Agreement Between Deer Run Community Development District and Yellowstone Landscape, Inc.*, dated July 1, 2020 (“First Amendment”); and

WHEREAS, Section 5 of the Agreement provides that the term of the Agreement was through September 30, 2018, with two (2) additional optional one (1) year renewal periods ending on September 30, 2020; and

WHEREAS, pursuant to Section 20 of the Agreement, the parties desire amend the term of the Agreement for to allow for two (2) additional optional one (1) year renewals through this Second Amendment to the Agreement (“Second Amendment”); and

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

NOW THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Second Amendment.

SECTION 2. Pursuant to Section 20 of the Agreement, this Agreement shall be subject to four (4) additional optional one (1) year renewals at the prices provided in Section A of the Agreement. Such renewals shall be contingent upon satisfactory performance evaluations by the District and subject to the availability of funds.

SECTION 3. Except as specifically amended above, the Agreement and First Amendment shall remain in full force and effect, unaltered by this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have signed this Second Amendment on the day and year first written above.

Attest:

DEER RUN COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

YELLOWSTONE LANDSCAPE, INC.

Witness

By: _____
Print: _____
Its: _____

Print Name of Witness

SECTION C

**AGREEMENT BETWEEN THE DEER RUN COMMUNITY DEVELOPMENT
DISTRICT AND OTIS ELEVATOR COMPANY FOR PREVENTATIVE ELEVATOR
MAINTENANCE**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2020, by and between:

DEER RUN COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Bunnell, Florida, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 ("District"); and

OTIS ELEVATOR COMPANY, a foreign profit corporation, with a mailing address of 4801 Executive Park Court, Suite 208, Jacksonville, Florida ("Contractor", together with District "Parties").

RECITALS

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

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

WHEREAS, the District owns, operates and maintains certain an elevator located within the Grand Reserve Amenity Center ("Facilities"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide preventative elevator maintenance services for the Facilities; and

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

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

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

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

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

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

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

SECTION 3. SCOPE OF PREVENTATIVE ELEVATOR MAINTENANCE SERVICES. The Contractor will provide preventative elevator maintenance services for the elevator found at the Grand Reserve Amenity Center. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on a quarterly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

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

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

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

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

pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

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

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor One Hundred Ten Dollars (\$110.00) per month. The term of this Agreement shall be from August 1, 2020 through September 30, 2023 unless terminated earlier by either party in accordance with the provisions of this Agreement.

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

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

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

supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

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

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

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

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

SECTION 7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the

Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

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

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

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

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

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

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

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

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

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

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or

more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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

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

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

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

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

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

A. If to District: Deer Run Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor:

Otis Elevator Company
4801 Executive Park Court, Suite 208
Jacksonville, Florida
Attn: _____

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

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

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

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 1-407-841-5524, ETORRES@GMSNF.COM, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

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

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

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

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

Attest:

**DEER RUN COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Witness:

OTIS ELEVATOR COMPANY

Print Name: _____

By: _____

Its: _____

Exhibit A: Proposal

**Exhibit A:
Proposal**



LUBRICATE AND SURVEY SERVICE

DATE: 05/21/2020

TO:
Grand Reserve Amenity Center
501 Grand Reserve Dr
Bunnell, FL 32110

FROM:
Otis Elevator Company
4801 Executive Park Ct. #208
Jacksonville, FL

EQUIPMENT LOCATION:
GRAND RESERVE AMENITY CEN
501 Grand Reserve Dr
Bunnell, FL 32110

Arturo San Segundo
Phone: 469-994-0119
Fax:-

PROPOSAL NUMBER: AO9161

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	HYDRAULIC	OTIS ELEVATOR COMPANY	ONLY ELV	656472

LUBRICATE AND SURVEY SERVICE

We propose to furnish Lubricate and Survey Service on the equipment ("Units") described above. We will provide an annual survey of equipment condition and regular lubrication by a qualified examiner. Lubricate and Survey Service is not a preventive maintenance program.

Under this Contract, we will maintain the Units on the following terms and conditions:

COVERAGE

SURVEY

We will conduct an annual survey of the Units and provide a written report of their condition.

REGULAR VISITS

We will use trained personnel directly employed and supervised by us to visit the Units at the frequency selected below:

<u>Visit Frequency</u>	<u>Selection</u>
Monthly	<input type="checkbox"/>
Bimonthly	<input type="checkbox"/>
Quarterly	<input checked="" type="checkbox"/>
Semi-Annually	<input type="checkbox"/>
Annually	<input type="checkbox"/>

The visits will consist of lubrication of the following parts when conditions warrant:

- Machine bearings, gears, pumps, pump motors, operating valves, valve motors, and leveling valves.
- Selectors, governors, governor sheaves, governor tension frame sheave assemblies, and compensating sheave assemblies.
- Door operators, car door hangers, hoistway door hangers, and interlocks.
- Safeties, car and counterweight guide rails, and car and counterweight guide shoes including rollers and gibs.

EXCLUSIONS

Lubrication of parts that are not listed above is specifically excluded. This Contract does not cover adjustments, cleaning, repairs or emergency callback service. If any of these services are later requested by you, you agree to pay extra at our regular billing rates.

NORMAL HOURS

All visits will be performed during the regular working hours of our regular working days for the examiners who perform the service. If overtime services are later requested by you, you agree to pay extra at our regular billing rates.

24-HOUR DISPATCHING

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or thru an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service.

CUSTOMER REPRESENTATIVE

An Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, and proper use and care of the Units.

REPORTS – e*SERVICE

We will use the OMMS program to plan and record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT

SAFETY TESTS – HYDRAULIC ELEVATORS

Code requires an annual no load test and annual pressure relief valve test. These tests are not included in the Contract. You agree to conduct and pass the annual no load and annual pressure relief valve test on the Units and that this is a material duty. You agree to keep a record of such tests and to provide this record to Otis .

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

OWNERSHIP AND LICENSES**WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of escalators or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, commercial unavailability of parts, vandalism, misuse, abuse, mischief, or acts of God.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice. Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

Early Signing Discount:

To approve one of the below early signing discounts, please initial in the corresponding box and return document signed before or on the "Sign By Date".

Discount Amount	Sign By Date	Initial to Approve Discount
5%	6/1/2020	
3%	6/15/2020	

Extended Term Discount:

To approve one of the below extended term discounts, please initial in the corresponding box when the document is returned.

Discount Amount	Extended Term	Initial to Approve
3%	10 Years	
5%	15 Years	
7%	20 Years	

CONTRACT PRICE AND TERM**CONTRACT PRICE**

One hundred ten dollars (\$ 110.00) per month, payable Annually.

All pricing is plus any applicable sales taxes unless supplied with tax exemption certificates.

PRICE ADJUSTMENT

One hundred ten dollars (\$ 110.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2020** which was **83.038**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

SECTION VI



Landscape Maintenance Services Proposal

prepared for

Deer Run CDD

Phase 2 Addendum

Aug 21, 2020





YELLOWSTONE
LANDSCAPE

Deer Run CDD

Phase 2 of DR Horton build out

Legend

-  Current Service Area
-  Proposed Addendum



Google Earth

© 2020 Google

Yellowstone Landscape | Deer Run CDD Phase 2 Addendum

1000 ft

Page 1



Client Name: Deer Run Community Development District

Billing Address: 135 W. Central Blvd

Property Contact: William Viasalyers

Property Contact Email: wviasalyers@gmscfl.com

Property Contact Phone: 407-451-4047

Contract Effective Date: 09/01/2020

Contract Expiration Date: 08/31/2021

Initial Term: One Year

Property Name: Deer Run CDD Phase 2 Addendum

Property Address: Grand Reserve Dr

Contractor: Yellowstone Landscape
PO Box 849
Bunnell, FL 32110

Yellowstone Contact: John Distler

Yellowstone Contact Email: jdistler@yellowstonelandscape.com

Yellowstone Contact Phone: 3863028096

Yellowstone Scope of Services: The Client agrees to engage Yellowstone Landscape to provide the services and work described in the attached Exhibit(s) A & B.

Compensation Schedule:

The Client agrees to pay Yellowstone Landscape an additional **\$5,000.00** annually in addition to current annual agreement, in equal monthly installments. The additional monthly billing will be **\$416.67**.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: **Yellowstone Landscape**

Printed Name: **Brian Wester, Regional Vice President**
Yellowstone Landscape | Deer Run CDD Phase 2 Addendum

Accepted by: **Deer Run Community Development**

District



SIGNATURE
Ernesto Torres

Printed Name: **Ernesto Torres**

TERMS AND CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on Page 1 of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to: **Yellowstone Landscape, PO Box 101017, Atlanta, GA 30392-1017.**

Termination for Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Dispute Resolution and Choice of Law: By entering into this Agreement, the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be, and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or inequity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

EXHIBIT "A"
LANDSCAPE MANAGEMENT SERVICES
PRICING SHEET

DEER RUN CDD/ PHASE 2 ADDENDUM

Core Maintenance Services	
Mowing & Detail Service	\$5,000
Includes mowing, string-trimming of pond bank areas in CDD (Based on provided maps)Tract 2-G & Tract D-3	
Total	\$5,000

Grand Total Annual:	\$5,000.00
Grand Total Monthly:	\$416.67

EXHIBIT "B"

PERFORMANCE STANDARDS

DEER RUN CDD/ PHASE 2 ADDENDUIM

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

Service	Visits
Mowing (Lake Bank)	20

SECTION VII

SECTION C

SECTION 1

DEER RUN COMMUNITY DEVELOPMENT DISTRICT

Summary of Check Register

July 1, 2020 through July 31, 2020

Fund	Date	Check Number	Amount
General Fund	7/2/20	1207-1208	\$3,706.11
	7/8/20	1209	\$5,398.55
	7/10/20	1210	\$815.00
	7/15/20	1211-1212	\$2,651.18
	7/20/20	1213-1218	\$22,660.72
	7/28/20	1219-1225	\$4,067.00
Total			\$39,298.56

DEER RUN CDD - GENERAL FUND
BANK A DEER RUN CDD

CHECK DATE	VEND#	.....INVOICE DATE	.....INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
7/02/20	00046	6/21/20	350080	202006	310-51300-32200				BERGER, TOOMBS, ELAM, GAINES & FRANK	*	3,535.00	3,535.00 001207
					FY19 AUDIT SERVICES							
7/02/20	00065	7/08/20	37535223	202006	320-53800-41000				AMENITY CENTER JUN20	*	171.11	171.11
7/08/20	00001	7/01/20	269	202007	310-51300-34000				DIRECT TV	*	2,575.00	171.11 001208
					MANAGEMENT FEE 07/2020							
7/01/20		7/01/20	269	202007	310-51300-35100				INFORMATION TECH 07/2020	*	83.33	
7/01/20		7/01/20	269	202007	310-51300-31300				DISSEMINATION AGENT 07/20	*	208.33	
7/01/20		7/01/20	269	202007	310-51300-51000				OFFICE SUPPLIES	*	1.29	
7/01/20		7/01/20	269	202007	310-51300-42000				POSTAGE	*	23.70	
7/01/20		7/01/20	269	202007	310-51300-42500				COPIES	*	6.90	
7/01/20		7/01/20	270	202007	320-53800-12000				FIELD MANAGEMENT 07/20	*	2,500.00	
7/10/20	00007	7/10/20	071020DE	202007	320-53800-43110				GOVERNMENTAL MANAGEMENT SERVICES	*	815.00	5,398.55 001209
					TXFER UTILITIES DEPOSIT							
7/15/20	00007	6/29/20	01-0060-	202005	320-53800-43110				CITY OF BUNNELL	*	878.75	815.00 001210
					100 GRAND RESERVE PKWY							
6/29/20		01-0061-	202005	320-53800-43110					GRAND RESERVE&US1 FOUNTAI	*	77.43	
7/15/20	00043	6/17/20	1840832	202005	310-51300-31100				CITY OF BUNNELL	*	1,695.00	956.18 001211
					ENGINEER SERVICES 05/20							
7/20/20	00051	6/30/20	186637	202006	320-53800-47000				DEWBERRY ENGINEERS INC.	*	135.00	1,695.00 001212
					QUARTLEY DITCH MAINT 6/20							
6/30/20		186638	202006	320-53800-47000						*	110.00	
6/30/20		186639	202006	320-53800-47000					POND AQUATIC MAINT 06/20	*	1,960.00	
									APPLIED AQUATIC MANAGEMENT, INC.			2,205.00 001213

DRUN DEER RUN

IAGUILAR

AP300R

*** CHECK DATES 07/01/2020 - 07/31/2020 *** YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 8/18/20 PAGE 2

DEER RUN CDD - GENERAL FUND
BANK A DEER RUN CDD

CHECK DATE	VEND#	.....INVOICE.....	DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT	#
7/20/20	00044	4/30/20	8	202004	300	-	20700	-	10200	COMMISSIONS #8	*	33.85		
7/08/20	10	202007	300	-	20700	-	10200			COMMISSIONS #10	*	30.15		
7/20/20	00066	6/17/20	897544	3	202006	320	-	53800	-	48400	*	80.00	64.00	001214
										PEST CONTROL 06/2020				
7/20/20	00059	6/29/20	11129558	202006	320	-	53800	-	48100	FLORIDA PEST CONTROL & CHEMICAL CO	*	420.00	80.00	001215
										BLEACH MINIBULK/ACID BULK				
7/20/20	00056	7/01/20	34	202007	320	-	53800	-	48300	POOLSURE	*	1,560.00	420.00	001216
										JANITORIAL SERV 07/20				
7/01/20	34	202007	320	-	53800	-	48000			POOL MAINT 07/2020	*	1,254.17		
7/01/20	34	202007	320	-	53800	-	12100			FACILITY MANAGEMENT 07/20	*	5,000.00		
7/20/20	00042	7/01/20	PC	12932	202007	320	-	53800	-	46000	*	10,522.86	7,814.17	001217
										LANDSCAPE MAINT 07/2020				
7/03/20	PC	12763	202007	320	-	53800	-	47200		FOUNTAIN MAINT & REPAIRS	*	1,554.69		
7/28/20	00007	6/29/20	06	-	0231	-	202005	320	-	53800	*	468.39	12,077.55	001218
										501 GRAND RESERVE 05/2020				
7/28/20	00003	7/15/20	00023632	202007	310	-	51300	-	48000	CITY OF BUNNELL	*	444.17	468.39	001219
										NOT OF SUPER MEET 7/15/20				
7/28/20	00043	7/13/20	1852594	202006	310	-	51300	-	31100	DAYTONA NEWS-JOURNAL	*	300.00	444.17	001220
										ENGINEER SRVCS 06/2020				
7/13/20	1852682	202006	310	-	51300	-	31100			2020 ENGINEER'S REPORT	*	2,000.00		
7/28/20	00054	7/14/20	4	202007	310	-	51300	-	49000	DEWBERRY ENGINEERS INC.	*	500.00	2,300.00	001221
										AMORT SERIES 2018 8-1-20				
										DISCLOSURE SERVICES, LLC			500.00	001222

DRUN DEER RUN IAGUILAR

AP300R
*** CHECK DATES 07/01/2020 - 07/31/2020 ***
YEAR-2020

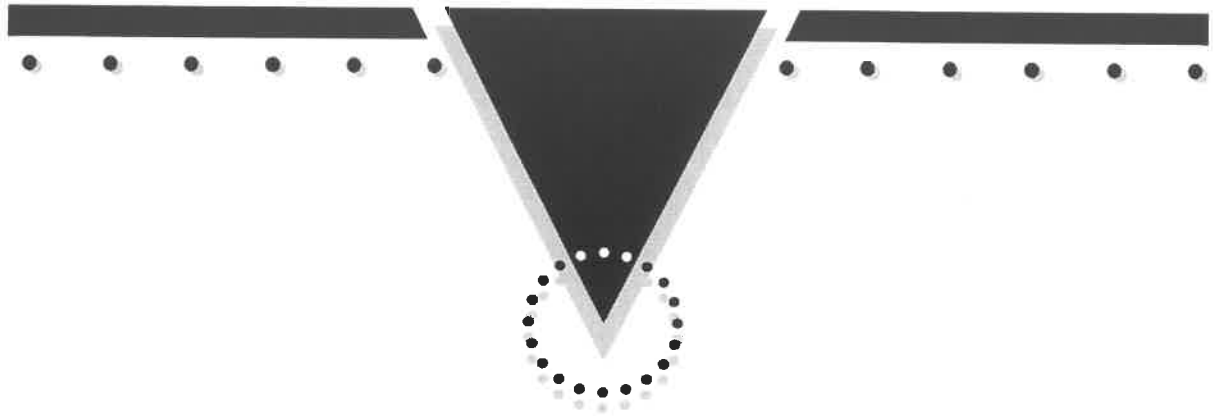
PAID/COMPUTER CHECK REGISTER
L FUND

PAGE 3

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
7/28/20	00065	7/19/20 37617662	202007 320-53800-41000			*	185.90	
		501 GRAND CLUBHO	07/2020					
				DIRECT TV				185.90 001223
7/28/20	00002	7/21/20 7-071-73	202007 310-51300-42000			*	117.63	
		DELIVERY FEES	07/15/20					
				FEDEX				117.63 001224
7/28/20	00001	7/07/20 271	202007 310-51300-42000			*	50.91	
		LAPTOP SHIPMENT	07/20					
				GOVERNMENTAL MANAGEMENT SERVICES				50.91 001225
					TOTAL FOR BANK A		39,298.56	
					TOTAL FOR REGISTER		39,298.56	

IAGUIAR

SECTION 2



Deer Run

Community Development District

Unaudited Financial Reporting
July 31, 2020



Table of Contents

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

DEER RUN
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
For The Period Ending July 31, 2020

GOVERNMENTAL FUND

<i>ASSETS</i>	<u>GENERAL</u>	<u>Settlement</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECTS</u>	<u>TOTALS</u>
CASH	\$138,020	\$11,050	-----	-----	\$149,070
INVESTMENTS					
<u>SERIES 2008</u>					
RESERVE	-----	-----	\$57	-----	\$57
REVENUE	-----	-----	\$559	-----	\$559
<u>SERIES 2018</u>					
RESERVE	-----	-----	\$403,496	-----	\$403,496
REVENUE	-----	-----	\$346,003	-----	\$346,003
INTEREST	-----	-----	\$1	-----	\$1
PREPAYMENT	-----	-----	\$651,948	-----	\$651,948
SINKING FUND	-----	-----	\$1	-----	\$1
CONSTRUCTION	-----	-----	-----	\$22,022	\$22,022
DUE FROM GENERAL FUND	-----	-----	\$1,027	-----	\$1,027
DUE FROM DEVELOPER	\$1,258	-----	-----	-----	\$1,258
PREPAID EXPENSES	\$8,723	-----	-----	-----	\$8,723
TOTAL ASSETS	\$148,001	\$11,050	\$1,403,091	\$22,022	\$1,584,164

<i>LIABILITIES</i>					
ACCOUNTS PAYABLE	\$6,184	-----	-----	-----	\$6,184
UNEARNED REVENUE	-----	\$11,050	-----	-----	\$11,050
DUE TO DEBT SERVICE	\$1,027	-----	-----	-----	\$1,027

<i>FUND EQUITY</i>					
FUND BALANCES					
UNASSIGNED	\$140,789	\$0	-----	-----	\$140,789
RESERVED FOR DEBT SERVICE 2008	-----	-----	\$616	-----	\$616
RESERVED FOR DEBT SERVICE 2018	-----	-----	\$1,402,475	-----	\$1,402,475
RESERVED FOR CAPITAL PROJECTS 2008	-----	-----	-----	\$0	\$0
RESERVED FOR CAPITAL PROJECTS 2018	-----	-----	-----	\$22,022	\$22,022

TOTAL LIABILITIES & FUND EQUITY	\$148,001	\$11,050	\$1,403,091	\$22,022	\$1,584,164
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Deer Run

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending July 31, 2020

	BUDGET	PRORATED BUDGET Thru 07/31/20	ACTUAL Thru 07/31/20	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX ROLL	\$201,183	\$201,183	\$199,216	(\$1,967)
ASSESSMENTS - DIRECT	\$365,637	\$365,637	\$365,637	\$0
GOLF COURSE LAKE MAINTENANCE CONTRIBUTIONS	\$4,800	\$3,015	\$3,015	\$0
MISCELLANEOUS INCOME	\$0	\$0	\$585	\$585
TOTAL REVENUES	\$571,620	\$569,835	\$568,453	(\$1,382)
<u>EXPENDITURES:</u>				
ADMINISTRATIVE				
SUPERVISOR FEES	\$4,000	\$3,333	\$2,400	\$933
FICA EXPENSE	\$306	\$255	\$245	\$10
ENGINEERING	\$3,550	\$3,550	\$4,550	(\$1,000)
DISSEMINATION	\$2,500	\$2,083	\$2,083	\$0
ATTORNEY	\$12,000	\$10,000	\$8,015	\$1,985
ANNUAL AUDIT	\$3,270	\$3,270	\$3,535	(\$265)
TRUSTEE FEES	\$3,500	\$0	\$0	\$0
ARBITRAGE	\$450	\$0	\$0	\$0
ASSESSMENT ROLL	\$2,500	\$2,500	\$2,500	\$0
MANAGEMENT FEES	\$30,900	\$25,750	\$25,750	\$0
INFORMATION TECHNOLOGY	\$1,000	\$833	\$833	\$0
TELEPHONE	\$100	\$83	\$0	\$83
POSTAGE	\$600	\$600	\$839	(\$239)
INSURANCE	\$6,500	\$6,500	\$6,027	\$473
PRINTING & BINDING	\$800	\$667	\$207	\$459
TRAVEL PER DIEM	\$600	\$500	\$70	\$430
LEGAL ADVERTISING	\$1,000	\$1,000	\$1,024	(\$24)
OTHER CURRENT CHARGES	\$800	\$800	\$1,737	(\$937)
OFFICE SUPPLIES	\$100	\$83	\$30	\$53
DUES, LICENSE, & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$74,651	\$61,983	\$60,020	\$1,964
MAINTENANCE				
FIELD MANAGEMENT	\$30,000	\$25,000	\$25,000	\$0
ELECTRIC	\$39,500	\$32,917	\$37,140	(\$4,223)
WATER & SEWER	\$10,000	\$8,333	\$4,505	\$3,828
LANDSCAPE MAINTENANCE	\$100,000	\$83,333	\$90,829	(\$7,496)
LANDSCAPE CONTINGENCY	\$6,000	\$6,000	\$8,568	(\$2,568)
LAKE MAINTENANCE	\$23,520	\$19,600	\$20,185	(\$585)
WATER FEATURE MAINTENANCE	\$12,500	\$10,417	\$2,124	\$8,293
IRRIGATION REPAIRS	\$10,000	\$8,333	\$1,928	\$6,405
CONTINGENCY	\$1,300	\$1,083	\$454	\$629
TOTAL MAINTENANCE	\$232,819	\$195,016	\$190,733	\$4,283

Deer Run

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2020

	BUDGET	PRORATED BUDGET Thru 07/31/20	ACTUAL Thru 07/31/20	VARIANCE
AMENITY CENTER				
AMENITY MANAGEMENT	\$78,750	\$65,625	\$50,250	\$15,375
PROPERTY INSURANCE	\$15,000	\$15,000	\$30,168	(\$15,168)
POOL MAINTENANCE	\$18,492	\$15,410	\$12,542	\$2,868
POOL CHEMICALS	\$9,000	\$7,500	\$5,609	\$1,891
JANITORIAL SERVICES	\$18,720	\$15,600	\$14,723	\$877
PEST CONTROL	\$2,500	\$2,083	\$805	\$1,279
FACILITIES MAINTENANCE	\$25,000	\$20,833	\$8,260	\$12,573
CABLE/INTERNET/PHONE	\$4,200	\$3,500	\$4,052	(\$552)
ELECTRIC - AMENITIES	\$30,000	\$25,000	\$8,718	\$16,282
WATER & SEWER AMENITIES	\$3,600	\$3,600	\$3,864	(\$264)
GAS SERVICE	\$500	\$500	\$507	(\$7)
TRASH REMOVAL	\$400	\$2,000	\$0	\$2,000
SECURITY MONITORING	\$1,500	\$1,500	\$2,600	(\$1,100)
ACCESS CARDS	\$1,000	\$833	\$0	\$833
OPERATING SUPPLIES	\$1,000	\$833	\$220	\$613
AMENITY REPAIRS & MAINTENANCE	\$5,000	\$5,000	\$7,066	(\$2,066)
POOL REPAIRS & MAINTENANCE	\$5,000	\$4,167	\$87	\$4,079
SPECIAL EVENTS	\$15,000	\$12,500	\$6,661	\$5,839
HOLIDAY DECOR	\$4,000	\$3,333	\$3,940	(\$607)
FITNESS CENTER REPAIRS & MAINTENANCE	\$2,500	\$2,083	\$100	\$1,983
OFFICE SUPPLIES	\$1,000	\$833	\$762	\$71
ASCAP/BMLICENSES	\$1,200	\$1,000	\$0	\$1,000
CONTINGENCY	\$8,788	\$15,657	\$7,670	\$7,986
TOTAL AMENITY CENTER	\$264,150	\$224,392	\$168,603	\$55,788
TOTAL EXPENDITURES	\$571,620	\$481,391	\$419,356	\$62,035
EXCESS REVENUES (EXPENDITURES)	(\$0)		\$149,097	
FUND BALANCE - BEGINNING	\$0		(\$8,308)	
FUND BALANCE - ENDING	(\$0)		\$140,789	

DEER RUN COMMUNITY DEVELOPMENT DISTRICT

SETTLEMENT MONITORING FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2020

	SETTLEMENT MONITORING BUDGET	PRORATED BUDGET Thru 07/31/20	ACTUAL Thru 07/31/20	VARIANCE
<u>REVENUES:</u>				
ENVIRONMENTAL MITIGATION CREDIT	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
<u>EXPENDITURES:</u>				
PERMIT MONITORING	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES:	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$0	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		\$0	

DEER RUN COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2008

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2020

	DEBT SERVICE BUDGET	PRORATED BUDGET Thru 07/31/20	ACTUAL Thru 07/31/20	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX COLLECTOR	\$0	\$0	\$0	\$0
INTEREST	\$0	\$0	\$5	\$5
TOTAL REVENUES	\$0	\$0	\$5	\$5
<u>EXPENDITURES:</u>				
INTEREST EXPENSE 11/01	\$0	\$0	\$0	\$0
PRINCIPAL EXPENSE 05/01	\$0	\$0	\$0	\$0
INTEREST EXPENSE 05/01	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$5	
FUND BALANCE - BEGINNING	\$0		\$611	
FUND BALANCE - ENDING	\$0		\$616	

DEER RUN COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2018

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2020

	DEBT SERVICE BUDGET	PRORATED BUDGET Thru 07/31/20	ACTUAL Thru 07/31/20	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX ROLL	\$183,555	\$183,555	\$180,723	(\$2,832)
ASSESSMENTS - DIRECT	\$621,585	\$621,585	\$621,585	\$0
PREPAYMENTS	\$0	\$0	\$672,679	\$672,679
INTEREST	\$4,000	\$3,333	\$8,087	\$4,753
TOTAL REVENUES	\$809,140	\$808,473	\$1,483,073	\$674,600
<u>EXPENDITURES:</u>				
INTEREST EXPENSE 11/01	\$286,245	\$286,245	\$286,245	\$0
PRINCIPAL EXPENSE 05/01	\$205,000	\$205,000	\$205,000	\$0
INTEREST EXPENSE 05/01	\$286,245	\$286,245	\$261,955	\$24,290
PREPAYMENT EXPENSE 11/01	\$0	\$0	\$895,000	(\$895,000)
SPECIAL CALL 05/01	\$0	\$0	\$85,000	(\$85,000)
TOTAL EXPENDITURES	\$777,490	\$777,490	\$1,733,200	(\$955,710)
EXCESS REVENUES (EXPENDITURES)	\$31,650		(\$250,127)	
FUND BALANCE - BEGINNING	\$308,576		\$1,652,602	
FUND BALANCE - ENDING	\$340,226		\$1,402,475	

DEER RUN COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND SERIES 2008

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2020

	CONSTRUCTION FUND BUDGET	PRORATED BUDGET Thru 07/31/20	ACTUAL Thru 07/31/20	VARIANCE
<u>REVENUES:</u>				
INTEREST	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$0	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		\$0	

DEER RUN COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND SERIES 2018

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2020

	CONSTRUCTION FUND BUDGET	PRORATED BUDGET Thru 07/31/20	ACTUAL Thru 07/31/20	VARIANCE
<u>REVENUES:</u>				
INTEREST	\$0	\$0	\$193	\$193
TOTAL REVENUES	\$0	\$0	\$193	\$193
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$5,963	(\$5,963)
TOTAL EXPENDITURES	\$0	\$0	\$5,963	(\$5,963)
EXCESS REVENUES (EXPENDITURES)	\$0		(\$5,770)	
FUND BALANCE - BEGINNING	\$0		\$27,792	
FUND BALANCE - ENDING	\$0		\$22,022	

Deer Run Community Development District

REVENUES:	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
ASSESSMENTS - TAX ROLL	\$0	\$0	\$147,431	\$22,533	\$1,861	\$23,590	\$2,157	\$0	\$870	\$775	\$0	\$0	\$199,216
ASSESSMENTS - DIRECT	\$38,480	\$0	\$144,339	\$0	\$31,409	\$0	\$0	\$0	\$31,409	\$0	\$0	\$0	\$965,637
DEVELOPMENT CONTRIBUTIONS	\$0	\$0	\$1,005	\$0	\$0	\$1,005	\$0	\$0	\$1,005	\$0	\$0	\$0	\$3,015
MEMBERSHIP DUES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MEMBERSHIP DUES	\$0	\$200	\$310	\$0	\$75	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$585
TOTAL REVENUES	\$38,480	\$200	\$148,785	\$22,533	\$33,346	\$24,595	\$2,157	\$0	\$33,284	\$775	\$0	\$0	\$568,453
EXPENDITURES:													
ADMINISTRATIVE													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$800	\$1,000	\$0	\$0	\$2,400
OFFICE EXPENSE	\$0	\$0	\$0	\$0	\$0	\$46	\$0	\$0	\$138	\$61	\$0	\$0	\$245
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$75	\$480	\$1,695	\$2,300	\$0	\$0	\$0	\$4,550
DEVELOPMENT	\$208	\$208	\$208	\$208	\$208	\$2,044	\$208	\$3,176	\$208	\$208	\$0	\$0	\$2,083
ATTORNEY	\$0	\$0	\$0	\$195	\$521	\$0	\$0	\$0	\$3,335	\$0	\$0	\$0	\$8,015
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,535
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ROLL	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
MANAGEMENT FEES	\$2,575	\$2,575	\$2,575	\$2,575	\$2,575	\$2,575	\$83	\$83	\$2,175	\$2,175	\$0	\$0	\$25,750
COMMUNICATIONS	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$833
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$51	\$18	\$23	\$42	\$103	\$42	\$14	\$132	\$64	\$346	\$0	\$0	\$838
INSURANCE	\$6,027	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,027
PRINTING & BINDING	\$6	\$0	\$0	\$0	\$0	\$27	\$0	\$0	\$31	\$7	\$0	\$0	\$207
TRAVEL PER DIEM	\$0	\$0	\$0	\$70	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER CURRENT CHARGES	\$543	\$43	\$45	\$8	\$4	\$73	\$21	\$514	\$16	\$318	\$0	\$0	\$1,737
OFFICE SUPPLIES	\$1	\$0	\$1	\$0	\$16	\$1	\$1	\$14	\$10	\$1	\$0	\$0	\$30
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL ADMINISTRATIVE	\$12,148	\$5,009	\$2,936	\$3,182	\$3,677	\$5,723	\$3,182	\$8,879	\$9,781	\$5,332	\$0	\$0	\$60,020
MAINTENANCE													
FIELD MANAGEMENT	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$0	\$0	\$25,000
ELECTRIC	\$3,777	\$3,777	\$3,822	\$3,393	\$4,553	\$3,057	\$3,960	\$8,313	\$902	\$1,787	\$0	\$0	\$37,140
WATER & SEWER	\$647	\$198	\$135	\$154	\$102	\$1,150	\$985	\$956	\$777	\$0	\$0	\$0	\$4,505
LANDSCAPE MAINTENANCE	\$8,723	\$8,723	\$8,723	\$8,723	\$8,723	\$8,723	\$8,723	\$8,723	\$8,723	\$8,723	\$0	\$0	\$90,829
LANDSCAPE CONTINGENCY	\$0	\$0	\$4,532	\$0	\$3,071	\$0	\$0	\$0	\$0	\$945	\$0	\$0	\$8,568
LAKE MAINTENANCE	\$2,365	\$2,070	\$2,365	\$2,070	\$2,070	\$2,205	\$2,095	\$2,205	\$2,205	\$135	\$0	\$0	\$20,185
WATER FEATURE MAINTENANCE	\$599	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,555	\$0	\$0	\$2,124
IRRIGATION REPAIRS	\$1,314	\$0	\$0	\$0	\$0	\$0	\$615	\$0	\$0	\$0	\$0	\$0	\$1,928
CONTINGENCY	\$60	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$394	\$0	\$0	\$454
TOTAL MAINTENANCE	\$20,154	\$17,268	\$22,056	\$18,840	\$21,013	\$17,635	\$18,278	\$12,697	\$16,907	\$17,899	\$0	\$0	\$190,733
AMENITY CENTER													
AMENITY MANAGEMENT	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$0	\$0	\$50,250
PROPERTY INSURANCE	\$29,853	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$315	\$0	\$0	\$0	\$30,168
POOL MAINTENANCE	\$1,254	\$1,254	\$1,254	\$1,254	\$1,254	\$1,254	\$1,254	\$1,254	\$1,254	\$1,254	\$0	\$0	\$12,542
POOL CHEMICALS	\$785	\$248	\$450	\$480	\$1,231	\$479	\$116	\$1,400	\$400	\$0	\$0	\$0	\$5,609
JANITORIAL SERVICES	\$1,560	\$1,560	\$1,560	\$1,560	\$1,560	\$1,560	\$600	\$923	\$2,280	\$1,960	\$0	\$0	\$14,723
PEST CONTROL	\$80	\$81	\$81	\$80	\$80	\$80	\$81	\$81	\$80	\$80	\$0	\$0	\$805
FACILITIES MAINTENANCE	\$770	\$1,660	\$980	\$971	\$423	\$749	\$560	\$1,290	\$837	\$50	\$0	\$0	\$8,260
CABLE/INTERNET/PHONE	\$551	\$356	\$360	\$344	\$344	\$344	\$338	\$337	\$513	\$523	\$0	\$0	\$4,052
ELECTRIC - AMENITIES	\$1,205	\$1,441	\$1,169	\$1,130	\$1,025	\$849	\$527	\$0	\$0	\$1,692	\$0	\$0	\$8,718
WATER & SEWER AMENITIES	\$350	\$339	\$683	\$416	\$338	\$46	\$410	\$468	\$0	\$815	\$0	\$0	\$3,684
GAS SERVICE	\$185	\$48	\$56	\$55	\$42	\$40	\$33	\$34	\$0	\$33	\$0	\$0	\$307
TRASH REMOVAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURITY MONITORING	\$2,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,600
ACCESS CARDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING SUPPLIES	\$0	\$82	\$0	\$3	\$0	\$17	\$99	\$4	\$15	\$0	\$0	\$0	\$220
AMENITY REPAIRS & MAINTENANCE	\$417	\$1,653	\$2,337	\$888	\$15	\$33	\$1,164	\$0	\$599	\$0	\$0	\$0	\$7,066
POOL REPAIRS & MAINTENANCE	\$0	\$87	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$87
SPECIAL EVENTS	\$1,721	\$1,120	\$2,209	\$0	\$940	\$298	\$0	\$0	\$0	\$372	\$0	\$0	\$6,661
HOLIDAY DECOR	\$1,970	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,940
FRONT CENTER REPAIRS & MAINTENANCE	\$0	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100
OFFICE SUPPLIES	\$198	\$193	\$105	\$119	\$25	\$41	\$25	\$0	\$56	\$0	\$0	\$0	\$762
ASCAP/RM LICENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$2,017	\$1,090	\$4,500	\$0	\$0	\$0	\$63	\$0	\$0	\$0	\$0	\$0	\$7,670
TOTAL AMENITY CENTER	\$54,305	\$15,912	\$23,064	\$12,280	\$12,278	\$10,801	\$10,272	\$10,811	\$11,349	\$11,330	\$0	\$0	\$168,603
TOTAL EXPENDITURES	\$88,238	\$38,199	\$48,997	\$31,302	\$36,925	\$34,159	\$31,931	\$42,388	\$36,037	\$34,500	\$0	\$0	\$449,355
EXCESS REVENUES (EXPENDITURES)	(\$49,758)	(\$37,999)	\$244,988	(\$9,769)	(\$56,421)	(\$9,565)	(\$29,744)	(\$41,388)	(\$55,247)	(\$33,226)	\$0	\$0	(\$160,937)

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	\$403,496	
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		(\$80,000)
LESS: SPECIAL CALL - 08/01/20		(\$640,000)
CURRENT BONDS OUTSTANDING		\$8,710,000

DEER RUN
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2020

ON ROLL ASSESSMENTS										Gross Assessments		Net Assessments	
DATE	DESCRIPTION	GROSS AMT	COMMISSIONS	DISC/PENALTY	INTEREST	NET RECEIPTS	O&M Portion	DSF Portion	Total	\$		\$	
12/10/19	CK # 58939	\$31,379.52	\$602.40	\$1,259.55	\$0.00	\$29,517.57	\$15,477.15	\$14,040.42	\$29,517.57			\$211,854.29	\$192,188.00
12/10/19	CK # 59046	\$267,494.66	\$5,135.89	\$10,699.96	\$0.00	\$251,658.81	\$131,954.01	\$119,704.80	\$251,658.81			\$199,143.03	\$180,656.72
01/08/20	CK # 59293	\$38,352.08	\$736.94	\$1,505.26	\$0.00	\$36,109.88	\$18,933.74	\$17,176.14	\$36,109.88				
01/17/20	CK # 59344	\$7,220.80	\$140.08	\$216.63	\$0.00	\$6,864.09	\$3,599.10	\$3,264.99	\$6,864.09				
02/25/20	CK # 59524	\$3,696.13	\$72.44	\$73.92	\$0.00	\$3,549.77	\$1,861.28	\$1,688.49	\$3,549.77				
03/17/20	CK # 59686	\$47,357.31	\$918.15	\$1,449.92	\$0.00	\$44,989.24	\$23,589.52	\$21,399.72	\$44,989.24				
04/28/20	CK # 49773	\$4,213.84	\$83.94	\$16.92	\$0.00	\$4,112.98	\$2,156.59	\$1,956.39	\$4,112.98				
06/01/20	CK # 59968	\$1,692.65	\$33.85	\$0.00	\$0.00	\$1,658.80	\$869.77	\$789.03	\$1,658.80				
07/27/20	CK # 60443	\$1,507.57	\$30.15	\$0.00	\$0.00	\$1,477.42	\$774.67	\$702.75	\$1,477.42				
TOTAL		\$402,914.56	\$7,753.84	\$15,222.16	\$0.00	\$379,938.56	\$199,215.81	\$180,722.75	\$379,938.56				

99.72%	Gross Percent Collected
\$1,127.73	Balance Remaining to Collect

DIRECT ASSESSMENTS

DR Horton							Net Assessments		\$987,221.95	\$365,637.17	\$621,584.78
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	DEBT SERVICE FUND 2019					
10/31/19, 12/2/2019	11/1/19	996837, 1012923	\$493,610.97	\$493,610.97	\$182,818.59	\$310,792.39					
2/10/20	2/1/20	1046229	\$246,805.49	\$246,805.49	\$91,409.29	\$155,396.20					
6/1/20	5/1/20	1092487	\$246,805.49	\$246,805.49	\$91,409.29	\$155,396.20					
			\$987,221.95	\$987,221.95	\$365,637.17	\$621,584.79					

SECTION 3

**NOTICE OF MEETINGS
DEER RUN
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the **Deer Run Community Development District** will hold their regularly scheduled public meetings for **Fiscal Year 2021** at **3:00 pm at the Island Club, 501 Grand Reserve Drive, Bunnell, Florida 32110** on the fourth Wednesday of the following months:

Exception: November 25, 2020 – 6:00 PM (close to Thanksgiving, consider rescheduling)

January 27, 2021

March 24, 2021

Exception: May 26, 2021 – 6:00 PM

July 28, 2021

Exception: August 25, 2021 – 6:00 PM

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager at 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092.

The meetings may be continued to a date, time, and place as evidenced by motion of the majority of Board Members participating at the meeting. There may be occasions when one or more Supervisors, staff or other individuals will participate by speaker telephone.

Please note that due to the ongoing nature of the COVID-19 public health emergency, it may be necessary to hold the above referenced meetings utilizing communications media technology in order to protect the health and safety of the public or held at an alternative physical location other than the location indicated above. To that end, anyone wishing to participate in such meetings should contact the District Manager's Office prior to each meeting to confirm the applicable meeting access and/or location information. Additionally, interested parties may refer to the District's website for the latest information: www.deerruncdd.com.

Any person requiring special accommodations at the meetings because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Ernesto Torres
Governmental Management Services

SECTION 4

Deer Run Community Development District

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

Memorandum

Date: August 26,2020
To: Deer Run Board of Supervisors
Ernesto Torres, Richard Whetsel
From: Pat Szozda, 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

- New vent covers have been ordered for outside bathroom doors. We have found some that will not rust like the old ones. The eta of them being here is September 29.
- Pressure washing of the outside has been done (it is suggested that we do this 3 times a year and maybe get the pavers sealed.) We are waiting for quotes on sealing the pavers.
- Fixed workout machines that has been down. Still waiting on the new treadmill panel.
- Submitted Otis's paperwork.
- Painted sign frame for Pickleball and Bocce Courts.
- Replaced the clock in the gym.
- Hung shelves for all the direct TV boxes.
- Moved the books downstairs.
- Set up the communication TV.
- Electrician has been out to evaluate the electrical work that is needed to install keypads on Pickleball Courts.
- Fire extinguishers have been inspected and tagged.
- Valve in the Fire room has been replaced.
- AED machine has been inspected.
- The tiles in the pool have been scrubbed down.

Amenity Manager Event Summary

Special Events:

- Back to School Bash- There were 26 people that had attended. We passed out 20 book bags and face mask. The event was held outside the pool deck in the parking lot.
- Labor Day Wreath- There were 14 people that attended. They were walked through how to build a wreath for their front door. The activity was held on the pool deck under the covering outside my office. This provided time for the residents to interact with other at a distance.

Classes:

- We have had not Classes

Community Organized Events:

- There have been no organized events by the community due to COVID

Scheduled Future Events:

- August 28- Trivia by the pool
- August 30- Acoustic Sunday
- September 4- Food Truck Friday 5:30pm-7pm
- September 13- Football by the pool if the weather allows it (if there is football this year)
- September 16- Painting with a Twist
- September 19- Family Game Night
- September 25- Bring Us together Bagels (Someone for the Health Department is going to come out and speak to the Community)
- September 27- Acoustic Sunday

Other Projects

- The inside of the facility to be opened for small gatherings example: Bible studies, home schooling, small meetings. I have had 2 residents request rentals.
- Pool chairs to be placed back on pool deck because they are getting extremely corroded and moldy. The mold is getting bad that it is starting to stain the chairs. To replace these chairs, it will be between \$100 to \$200.
- Guest to be able to return to facility
- Earlier access to the facility (it has been suggested to open pool deck and pickle ball to normal hours (7am-10pm) because they are outside, and the UV kills the virus in less than a minute).
- I know in the past there was talk about getting a dumpster put in. We have been having to take the trash from the facility home or to a local construction dumpster. I wanted to follow up on the idea.

Should you have any questions or comments regarding the above information, please feel free to contact Pat at (954) 553-5540 or Rich at (904) 759-8923.

SECTION 5

Deer Run Community Development District
219 E. Livingston St, Orlando Florida 32801

Memorandum

DATE: **August 26th, 2020**

TO: Ernesto Torres
 District Manager **via email**

FROM: William Viasalyers
 Field Services Manager

RE: Deer Run CDD Monthly Managers Report – August 26th, 2020

The following is a summary of activities related to the field operations of the Deer Run Community Development District.

Lakes:

1. Aquatic contractor continues to work on the lakes addressing staff and residents concerns.
2. Yellowstone assisting in removing trash from the edge of the lakes during their weekly maintenance.

Landscaping:

1. Yellowstone continues to perform their contractual duties.
2. Yellowstone sod enhancement on lake banks-Update
3. Staff working with Yellowstone to correct erosion issue next to dock-Complete
4. Staff working with Yellowstone to remove dead tree in conservation area-Complete
5. Staff working with Yellowstone to provide a map/schedule for district website and residents-Complete
6. Staff working with Yellowstone to maintain several areas mentioned by residents that were concerns-Ongoing
7. Discussion of addendum to landscaping contract for 2 new ponds

Other:

1. Staff working with fountain vendor to get entrance fountain at 100 repaired

2. Staff working on getting proposals together to pressure wash both entrance areas and do touch paint on some of the monuments-pending
3. Staff worked with fountain vendor to get breaker replaced at us1 entrance as fountain kept tripping

Should you have any questions please call me at 407-451-4047

Respectfully,

William Viasalyers



Proposal #82185

Date: 08/24/2020

From: Ty Rentz

Proposal For

Deer Run CDD

c/o GMS-CF, LLC
9145 Narcoossee Rd
Suite A206
Orlando, FL 32827main: 407-841-5524
mobile:

Location

400 Grand Reserve Dr
Bunnell, FL 32110

Property Name: Deer Run CDD

Bocce Ball Court Rock Installation

Terms: Net 30

The removal of existing mulch and the installation of Brown River Rock in order to prevent mulch from washing into drain basins and restricting water flow.

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Labor for Removal, Preparation & Installation	14.00	\$55.00	\$770.00
1.5" Brown River Rock Rock	3.00	\$375.00	\$1,125.00

Client Notes

Signature

x

SUBTOTAL \$1,895.00

SALES TAX \$0.00

TOTAL \$1,895.00

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

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

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Ty Rentz

Office:

trentz@yellowstonelandscape.com



Proposal #77913

Date: 07/30/2020

From: Ty Rentz

Proposal For

Deer Run CDD

c/o GMS-CF, LLC
9145 Narcoossee Rd
Suite A206
Orlando, FL 32827main: 407-841-5524
mobile:

Location

400 Grand Reserve Dr
Bunnell, FL 32110

Property Name: Deer Run CDD

Lakeside Court Pine Tree Removal

Terms: Net 30

The cutting and removal of 6-8 pine trees that are located across ditch in natural area behind homes on the East side of Lakeside Court,

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Pine Tree Removal	1.00	\$1,232.91	\$1,232.91

Client Notes

Signature

x

SUBTOTAL \$1,232.91

SALES TAX \$0.00

TOTAL \$1,232.91

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

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

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Ty Rentz

Office:

trentz@yellowstonelandscape.com



Proposal #77908

Date: 08/25/2020

From: Ty Rentz

Proposal For

Deer Run CDD

c/o GMS-CF, LLC
9145 Narcoossee Rd
Suite A206
Orlando, FL 32827main: 407-841-5524
mobile:

Location

400 Grand Reserve Dr
Bunnell, FL 32110

Property Name: Deer Run CDD

Lakeside Court Lake Bank Grading & Sod

Terms: Net 30

The grading and sodding of lake bank along backside of homes on Lakeside Court in order to establish proper grade for ongoing maintenance.

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Labor for Removal, Preparation & Installation	32.00	\$55.00	\$1,760.00
Clean Fill Dirt	12.00	\$62.50	\$750.00

Client Notes

Signature

x

SUBTOTAL \$2,510.00

SALES TAX \$0.00

TOTAL \$2,510.00

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

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

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Ty Rentz

Office:

trentz@yellowstonelandscape.com