Deer Run Community Development District

Agenda

September 7, 2021



Deer Run

Community Development District

219 East Livingston Street, Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

August 31, 2021

Board of Supervisors Deer Run Community Development District

Dear Board Members:

The Board of Supervisors of Deer Run Community Development District will meet <u>Tuesday</u>, <u>September 7, 2021 at 6:00 PM</u> at the Island Club, 501 Grand Reserve Drive, Bunnell, Florida 32110. PLEASE NOTE TIME OF THE MEETING. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Organizational Matters
 - A. Acceptance of Resignation of Robert Barnes
 - B. Review of Resumes/Letters of Interest
 - C. Appointment of Individual to Fulfill the Board Vacancy in Seat #3 with a Term Ending November 2024
 - D. Consideration of Resolution 2021-07 Electing an Assistant Secretary
- IV. Approval of Minutes of the July 28, 2021 Meeting
- V. Public Hearings
 - A. Fiscal Year 2022 Budget
 - i. Consideration of Resolution 2021-08 Adopting the Fiscal Year 2022 Budget and Relating to the Annual Appropriations
 - ii. Consideration of Resolution 2021-09 Imposing Special Assessments and Certifying an Assessment Roll
 - B. Rule Hearing
 - i. Consideration of Resolution 2021-10 Adopting the Amenity Policies and Rates
- VI. Consideration of Fiscal Year 2022 Budget Funding Agreement
- VII. Consideration of Landscape Maintenance Agreement with Yellowstone Landscape
- VIII. Consideration of Easement Agreement with Bunnell Lodge
- IX. Staff Reports
 - A. Attorney
 - B. Engineer
 - 1. Update on SJRWMD Correspondence
 - C. District Manager's Report
 - 1. Approval of Check Register
 - 2. Balance Sheet and Income Statement
 - 3. Approval of Fiscal Year 2022 Meeting Schedule
 - 4. Amenity Manager's Report
 - 5. Field Manager's Report
- X. Audience Comments
- XI. Supervisors Requests
- XII. Adjournment

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

The third order of business is organizational matters. Section A is acceptance of resignation of Robert Barnes. A copy of the resignation is enclosed for your review. Section B is review of resumes/letters of interest. Copies are enclosed for your review. Section C is appointment of individual to fulfill the Board vacancy in Seat #3 with a term ending November 2024. Section D is consideration of resolution 2021-07 electing an assistant secretary. A copy of the resolution is enclosed for your review.

The fourth order of business is approval of the minutes from the July 28, 2021 Board of Supervisors meeting. The minutes are enclosed for your review.

The fifth order of business opens the public hearings. Section A is on the Fiscal Year 2022 budget. Section 1 is consideration of resolution 2021-08 adopting the Fiscal Year 2022 budget and relating to the annual appropriations. A copy of the resolution is enclosed for your review. Section B is consideration of resolution 2021-09 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 2021-10 adopting the amenity policies and rates. A copy of the resolution is enclosed for your review.

The sixth order of business is consideration of Fiscal Year 2022 budget funding agreement. A copy of the agreement is enclosed for your review.

The seventh order of business is consideration of landscape maintenance agreement with Yellowstone Landscape. A copy of the agreement will be provided under separate cover.

The eighth order of business is consideration of easement agreement with Bunnell Lodge. A copy of the agreement is enclosed for your review.

Section B of the ninth order of business is the Engineer's report. Section 1 is update on SJWMD correspondence. Section C is the District Manager's 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 2022 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



SECTION A

Robert E. Barnes 222 Grand Reserve Drive Bunnell. FL, 32110 July 26, 2021

Mr. Ernesto Torres Governmental Management Services 475 West Town Place, Suite 114 St Augustine, FL, 32092

Dear Mr. Torres,

It is with deep regret that I tender my resignation from the Deer Run Community Development District Board of Supervisors effective immediately. I have been selected for appointment to the Bunnell City Commission and take this action pursuant to Florida Statute 99.012.

It has been an honor to serve the people of the Deer Run Community Development District. I look forward to serving them and the City of Bunnell in the future.

Sincerely,

Robert E. Barnes

CC:

The Honorable Ron DeSantis, Governor The Capitol 400 S. Monroe Street Tallahassee, FL, 32399-0001 Email: Ronald DeSantis@myflorida.com

Fax (850) 922-9002

Kristi Willis, Bureau of Election Records Florida Department of State R.A. Gray Building, Room 316 500 S. Bronough Street Tallahassee, FL 32399-0250

Email: Kristi willis @dos.myflorida.com

Fax: 850-245-6259 or 6290

SECTION B

August 2, 2021

Dear Board Members,

I am writing to express my interest in the vacant board seat. I moved to Grand Reserve over a year ago with my wife, Rhonda. I have attached a short resume with relevant experience. Thank you for your time and consideration.

Sincerely,

Darrell Broom

Dbroom2112@icloud.com

770-848-4323

Darrell Broom

40 Grand Par Ct Bunnell, Fl 32110

Dbroom2112@icloud.com

770-848-4323

Employment:

1997-Present: AT&T - I am currently a Manager in Construction and

Engineering

Education:

I will graduate in December with a Bachelor's in Business Administration

Board Experience:

JYSA (Jasper Youth Sports Association)

Volleyball Director (2018-2020)

President (2015-2018)

Vice President (2013-2015)

Secretary (2012-2013)

Football Director (2011-2012)

MFL (Mountain Football League)

Board Member (2016-2018)

Pickens County Foster Parent Association President (2016-2020)

Vice President (2012-2016)

From: David St.Pierre datplerro 17@hotmalkoom

Subject: Fw: Deer Run CDD Board Date: August 4, 2021 at 9:13 PM To: Lwanderveer@gmscil.com

From: David St.Pierre

Sent: Sunday, August 1, 2021 8:19 AM

To: Etorres@gmsnf.com <Etorres@gmsnf.com> **Cc:** Bob Barnes <bob.barnes54@yahoo.com>

Subject: Deer Run CDD Board

Ernesto.

After careful consideration, I am expressing my interest in filling the opening on the board to replace Bob Barnes at this time.

My wife and I have lived here for almost a year and love the community of Grand Reserve. We have made countless friends and have become active in lots of activities. We would love to see the community grow and flourish.

I've been in community activities for years and years. I grew up the small town of Plainville Connecticut and was involved in many groups there. I served on the inland wetlands commission, and also the parks and recreation committee. I was a volunteer fireman in Plainville. I worked at the waste water treatment plant for five summers.

Nancy and I lived in Orlando for many years. We were both involved in the Advisory Council at Cypress Creek high school and both involved with the band boosters. I was the band booster president for three years and we ran a very intense nationally recognized band program.

I've been in management my entire life and have been thru the budget process in every business. I have worked for major corporations and have always had a say in the fiscal processes of those businesses. I would like to share my knowledge and experiences with the CDD in creating a future for all our residents.

Thank you for your consideration,

David St.Pierre 33 Birdie Way Bunnell, FI 32110 407-701-3644

David M. St.Pierre

33 Birdie Way, Bunnell, Florida 32110

407-701-3644

Education:

Plainville High School Graduate, Plainville, Connecticut

Norwich University Bachelor of Science Business Admininistration

Northfield, Vermont

Work Experience:

Plainvill High School Janitorial

Plainville Waste Water Treatment Plant

Gas Land Petroleum

Saints

General Mills Restaurant Group

Electrolux

Dynamark Security Centers

7-11 Southland Corporation

SeaWorld

Circle K

Hess Express

Census Bureau

Organizations:

Knights of Columbus, Columbian Squires, General Manager WNUB, Elks Club, Plainville Inland/Wetlands Commission, Plainville Parks and Recreation Commission, CCHS SAC committee, CCHS band booster President, 7-11 Chair of Corporate Giving Committee, Circle K advisory council, Food Safety Instructor SeaWorld.

Goals:

To obtain a position on the Deer Run CDD Board in order to enhance the overall sense of community in Grand Reserve To: Board of Supervisors, Deer Run Community Development District

I would like to be considered for the Board of Supervisors vacant seat #2.

Qualifications:

I am a Registered Voter in Flagler County.

I reside in Deer Run CDD.

Retired from the U.S. Navy as a Senior Chief Petty Officer in 1986 as a Personnelman (Administration).

Graduated from the University of North Florida with a Bachelors Degree in Accounting in 1988.

9 years of experience as Area Accountant with Jacksonville Suburban Utilities a private water/wastewater utility. Duties included accounting, payroll, and Public Service Commission reporting.

16 years experience as owner of a private courier company, First Coast Logistics Inc which provided courier and small truck deliveries in Florida, Georgia and South Carolina. Duties included management, sales, payroll, accounting, hiring employees, Independent contractors and making deliveries.

3 years volunteering with BelMed Athletic Assoc, a little league assoc as an Assist Coach, Coach, Board of Directors, and Treasurer.

5 years volunteering with Orange Park Medical Center Auxiliary as Golf Cart Driver, Golf Cart Coordinator, Treasurer and Board of Directors.

I would like to stay active with a challenging position with the Deer Run Community Development District. I have found that since my full retirement in 2019 I enjoy staying busy contributing to my neighborhoods.

Dean Sechrist

Andres (Andy) Gutierrez 119 Golf View Court Bunnell, FL 32110 (719) 510-4056

Summery

I would like to be considered for the seat 2 position available on the Deer Run CDD board.

Work Experience

July 2007- October 2020

Construction Manager for the following:

US Space Force

US Air Force

November 1984-Feburary 2005

Chief Warrant Officer 2 US Army Retired

July 1970-November 1974

Project Engineer/Project Manager in:

Philippines

Hawaii

Certification/License/Degree

Examination Panel

Civil Engineer

SECTION D

RESOLUTION 2021-07

A RESOLUTION OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT ELECTING AN ASSISTANT SECRETARY OF THE BOARD OF SUPERVISORS

elect	EREAS, the Board of Supervisors of the Deer Run Community District desires to as an Assistant Secretary.		
	NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT:		
1. of S	upervisors.	is elected Assistant Secretary of the Board	
Adopted thi	is 7 th day of September, 2021.		
ATTEST:		DEER RUN COMMUNITY DEVELOPMENT DISTRICT	
Secretary/A	Assistant Secretary	By:	

SECTION IV

MINUTES OF MEETING DEER RUN COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Deer Run Community Development District was held Wednesday, July 28, 2021 at 3:00 p.m. at 501 Grand Reserve Drive, Bunnell, Florida.

Present and constituting a quorum were:

Robert Porter Chairman
Mark Dearing Vice Chairman
James Teagle Assistant Secretary
Gail Lambert Assistant Secretary

Also present were:

Ernesto Torres District Manager Katie Buchanan District Counsel

Michelle Rigoni Hopping, Green & Sams, P.A. by telephone

Peter Amans District Engineer by telephone

Heather Chambliss Amenity Manager
William Viasalyers Field Manager
Bob Barnes Resident

FIRST ORDER OF BUSINESS

Roll Call

Mr. Porter called the meeting to order at 3:00 p.m. and stated all supervisors are present although Bob Barnes has submitted his resignation since he has been appointed to the city council and cannot serve in both offices.

If you are interested or know someone who may be interested contact them and ask them to send Ernesto a note and let him know you are interested and we will address it at the next meeting.

SECOND ORDER OF BUSINESS Audience Comments

A resident stated on the irrigation pump replacement you may have noticed that the golf course is putting a building around their pump for protection and that is something we should look at down the road to make sure we are not replacing pumps unnecessarily.

THIRD ORDER OF BUSINESS

Approval of the Minutes of May 26, 2021 Meeting

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the minutes of the May 26, 2021 meeting were approved as presented.

FOURTH ORDER OF BUSINESS Consideration of Proposals

A. Pool Area Sod Enhancement with Yellowstone Landscape

Mr. Porter stated this proposal is to remove shrubbery on the black fence, install some sod.

Mr. Viasalyers stated we went around and looked for troubled areas and for aesthetics we came up with adding sod in there instead of having mulch or hardscape, it was a much more economical approach and we thought it would be beneficial long term. There is an area behind the pavilion that every time it rains the mulch gets washed up and we want to add sod there as well. All of that is included in the proposal. It is a one-time cost and no addition to the service contract to maintain it afterwards.

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the proposal from Yellowstone for pool area sod enhancement in the amount of \$1,482.72 was approved.

B. Irrigation Pump #2 Replacement with Yellowstone Landscape

C. Electric Motor Replacement with A+1 Electric Motor & Pump Repairs

Mr. Viasalyers stated we recommend staying with our current vendor and we had a request to get a second proposal to make sure we were getting get comparable prices and we have another proposal from A+1 in the amount of \$8,232 for new or \$4,300 for a rebuild. We don't recommend a rebuild because there is no warranty. The last time the pumps were rebuilt was by DR Horton in 2018.

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the proposal from Yellowstone for irrigation pump #2 replacement in the amount of \$8,493.38 was approved.

FIFTH ORDER OF BUSINESS

Consideration of Revised Amenity Policies

Mr. Torres stated we had two supervisors at separate times work with staff and Heather can highlight the changes.

Ms. Chambliss stated there were a lot of things I wanted to clarify and I added some new definitions. I wanted to clarify what a service dog was; what the wet deck is around the pool. A lot of the other things were small such as I changed activities director to amenity manager. We had in the budget that we could start charging when people lose their cards but that was never approved so I added that in, they get two cards free after that we are going to charge \$10 per card. I added new forms. The forms that were in the original policies are not the forms we use for the key card, the forms for the rental and now I have clubs fill out a form so they understand when their club is having an event, they are responsible for whatever goes on just as when you rent the facility. They are not being charged but they are still responsible for cleaning the facility. I added activities that are prohibited in the building because we have had people playing with balls, kicking them around and that could damage things and it was never stated anywhere so I wanted to clarify that for everyone.

Ms. Buchanan started our office has reviewed them and I think we have a public hearing set for adoption.

Mr. Torres stated at the same time as the budget so we can adopt the fees. The fees are set in a range, even though the rules say what they are so we can adjust.

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the revised amenity policies were approved in substantial form and will be formally adopted at a public hearing on the same date as the budget hearing.

SIXTH ORDER OF BUSINESS

Discussion of Fiscal Year 2022 Proposed Budget

Mr. Porter stated we approved a proposed budget that will be adopted at a public hearing at a date we set today. Ernesto has gone into it in more detail and found that the number we had

is not going to work because our water and electric bills are higher than the initial estimate. We are growing, adding more streetlights, the facility is relatively new and we have a little more history on it now and that kind of thing. We need to approve a new number today to replace the one we had and we will have a new date and time for the public hearing where we will actually adopt the budget and that adopted amount is what will end up on your tax bill.

Mr. Torres stated there are a number of line items that we historically have underfunded. Some were by design but last year we kept assessments level we didn't want to raise assessments after having raised them in 2019. Also the way we utilize staff, we have the engineer and District Counsel services that we pay based on the tasks they perform and matters have come up with property conveyances and the engineer inspected our stormwater drainage system and swales. There have been some small fees but mainly it is the electric and water. The other underfunded items are repair lines, we have had irrigation repairs and pump repairs. Just to get the budget to the right level it is going to be a substantial increase and not doing it would put the District at risk.

Mr. Porter stated in the long run if we underfund and don't do what we need to do it is going to cost us more. We have a lot of money invested in the amenity center and we have to take care of it. We are talking about \$20 a month more than we had originally.

A resident stated I talked to Ernesto and he addressed some of my questions. You have been pretty thorough, there is not a lot of wiggle room. You mentioned engineering and because your costs were up this year 150% you are budgeting next year to have that same level of cost, you are going up to \$9,000 even though you may not have those increases.

Mr. Porter stated one of the things that happened that cost us extra in engineering is the Water Management District changed the way they are looking at all of our wetlands and mitigation areas and so forth and they sent us a letter saying we are not in compliance and we are going to have to address that. They have started on it, but they are not finished and we are going to spend more on engineering this year.

A resident asked you are expecting that to be a recurring cost from this point forward.

Mr. Porter stated not every year but until we get this settled it is going to be more. If we assess \$100 a year more than we spend, that money stays in the general fund and rolls over to next year's fund. It is not like we budget and collect it means we have to spend it, we won't

spend any more than we have to and if we save any of that it means the following year we won't need as much money.

A resident asked does D.R. Horton pay for overages?

Mr. Porter responded no, D.R. Horton pays the same amount that everybody else does. The way it worked with deficit funding is that Horton would get to save on what they are paying. Horton is paying the same amount on every one of their future lots, which is 600+ as you are paying on your lot.

A resident stated insurance for the general fund is up 5%, amenity center insurance is up 13%. Have you sought any other bids? It is common in the corporate world to rebid every two years.

Mr. Porter stated unfortunately there are a total of two insurance companies who will write policies for a CDD. One is about 50% more than the other.

A resident stated the electric is a big jump. FP&L is in the middle of three-year increase in rates it is only going to get worse. It is important to look at ways to reduce our electric bill such as the pumps on the fountains and look for areas to install timers to reduce the electric consumption.

Mr. Barnes stated we had a complaint from a resident who fell on the sidewalk around 126 Grand Reserve Drive. They fixed the sidewalk and identified that there was potentially a deficit in the lighting there. I contacted FP&L and they said in order to upgrade our lights to LED they would have to replace all the lights and poles. When they investigated they found that we still owed \$58,000 on the light poles. In addition, we were a year in arears on our electric payment for the poles, which was about \$902 per month. That was taken care of immediately, it was an oversight and we will make sure it doesn't happen again. If the original builder signed the contract to put in the lights and paid for the installation of the lights, once they declared bankruptcy and it went to SunTrust Bank in 2008, why wasn't that contract part of the bankruptcy. That should be explored to see if we do or do not owe the \$58,000. They are not moving forward with upgrading the lights until the poles are paid off.

Mr. Porter stated the neighborhood was developed before we had the downturn in 2007 and the developer did the first phase of 150 lots before he went broke, but there were only 6 houses. The developer went broke, SunTrust had loaned them the development money, Oppenheimer had bought the bonds and Oppenheimer foreclosed on the bonds with the original

developer and took the property back. Horton bought the land from Oppenheimer so there is nobody around that was involved with the original developer and I'm not sure he is alive so there is not a lot of history available to us. There will be some things that come up such as a mistake long ago with the Water Management District that we thought was solved and based on our engineer it is not. To some extent there is a discovery going on of little things such as FP&L was missed.

A resident stated we are in the City of Bunnell and all the other streetlights are paid by the City of Bunnell. Is there a statutory clause that requires the CDD to pick up the electric bill for our streetlights? Can we approach the city about picking up the cost of the electric bill?

Ms. Lambert stated we have a public road that a lot of the public use.

Mr. Porter stated I don't know that the City of Bunnell is picking up all of them or if that is what they did in other developments.

Mr. Barnes asked do we understand which roads the city owns and which roads the CDD owns, which roads are owned by HOAs? Then we can understand and evaluate who is paying for what. I did some research on getting the roads that are not turned over to the city, turned over to the city and what that is going to take. It is going to take an engineering evaluation and repair of some of the roads. There is a lot of damage to the roads done by trucks bringing in dirt, significant potholes, and the city wants to see the roads repaired prior to the having them turned over to the city.

Mr. Porter stated I would expect that and Horton will work on that when we get to that point. When we first got started at the District, we had staff working on trying to get the roads turned over. I want to say the main road was the city's the other roads were not and they ought to all be the city's.

Mr. Barnes stated the roads in Phase 2 went directly from D.R. Horton to the city. Phase 1 roads went from D.R. Horton to the CDD. That shifts the burden of repair of those roads to the residents prior to transfer to the city. The repair of the roads should be covered by D.R. Horton.

A resident asked what about gated communities?

Mr. Porter responded a gated community is maintained by the homeowner associations. The CDD does not spend any money on it and neither does the city.

Ms. Lambert stated the streetlights in the gated communities are CDD. Certainly, the streetlights on Grand Reserve Drive and Grand Reserve Boulevard we surely have a case to put to the City of Bunnell to help offload some of this huge increase.

A resident stated I doubt the city would agree to pay \$14,000 but I don't think we would be out of line to suggest that the City of Bunnell contribute to the cost of lighting the main road.

Mr. Porter stated I agree with you. That is not something we can do as part of the budget right now. Let's try to focus on the budget.

A resident stated lake maintenance is up. Do we have more lakes coming online?

Mr. Viasalyers stated there will be more lakes at some point. This is assuming the lakes that we are expecting to be conveyed for 2022.

A resident stated the golf course isn't adding lakes and I suggest that you talk to them about increasing their contribution to the maintenance of the lakes.

Mr. Viasalyers stated they do a cost share already.

A resident stated we have a lot of repairs that we didn't expect at the amenity center. Do you think the \$20,000 is going to be the figure going forward or are we just putting that number in there in case we have another pool leak? Did we get reimbursed for the repair of the pool?

Ms. Chambliss stated we haven't gotten reimbursed by the water company yet because we are doing multiple tests first. Once we are done with the tests and verify everything is good they are going to reimburse us. We can only get one reimbursement a year and I don't want to do that until we are sure that everything is fixed.

A resident asked was the repair covered under a warranty?

Mr. Viasalyers stated no, that was almost two years at that point.

Ms. Lambert stated I sent an email when it was under warranty that the pool was leaking. I have no proof but the state of the pool.

A resident asked what was the cost of the repair?

Ms. Chambliss stated it was \$7,800.

A resident stated I can't find anything in the budget, but I complained about it last year. We spend \$4,000 for Christmas decorations and for the past two years I have been very disappointed with the result of that \$4,000. They were up for three weeks and didn't work half the time. We would be better served if you set aside \$1,000 or \$1,500 to buy permanent

Christmas decorations, we can set up a committee of volunteers that would hang wreaths at the entrance but spending \$4,000 for Christmas lights for three weeks seems a waste of money.

Mr. Porter stated if we have a way to save money that is wonderful. If we have people here who will store the wreaths and put them up, that is great. We have the money in the budget and we can decide what we are going to do this year if you or your neighbors can say here is what we can get, great. We will get the CDD to write a check to Home Depot or wherever, that is great.

Ms. Lambert stated I'm hoping we can save some on the water. We discovered the 100 entrance was using a lot of water for some reason.

Mr. Porter stated what we are trying to do right now is approve it so we can advertise it and mail out the notices and when we have the public hearing, we can adjust any line items we want to, but we have to get the process moving so we beat the tax collector's deadline.

Mr. Torres stated to Gail's point we will have about two months of new water bills so we could possibly make an adjustment down, but let's wait to get that data before we make those changes.

Mr. Porter stated we try to advertise the high number and if there are line items we can cut down, we can do that.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2021-06 Amending Resolution 2021-05 and Setting a Public Hearing

Mr. Torres stated I'm looking at early September and that gives the Central Florida office time to process it.

Mr. Porter stated it is very important that everybody make it for that because it is our only chance to adopt the budget and get it to the tax collector.

Mr. Torres stated we will cancel the August 25th meeting and move it to September 7, 2021.

On MOTION by Mr. Teagle seconded by Mr. Dearing with all in favor Resolution 2021-06 setting the budget hearing for September 7, 2021 at 6:00 p.m. at this location, was approved.

EIGHTH ORDER OF BUSINESS

Review and Acceptance of Fiscal Year 2020 Audit Report

Mr. Porter stated every year we are required to have an audit and they have found no problems and it is a clean audit.

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the Fiscal Year 2020 audit was accepted.

NINTH ORDER OF BUSINESS

Discussion of Authorizing Residents to Plant Trees Along Pond Banks

Mr. Porter stated we discussed this before and the problem is twofold, one is if there is ever a problem with the pond the District has to maintain it and the other is since the District does the mowing, we have to be able to get the crews in so we can't have anybody plant stuff that gets in the way.

Ms. Lambert stated I wanted to bring it up again and I do think it is beneficial to allow trees to be planted by the pond and riverbanks. In talking to William today the pond behind Sandwedge is absolutely beautiful and when this was landscaped this street constructed, they left the trees and just tidied it up and it is beautiful. I don't think we have any problem with the water or anything. In the original phase everything has been ripped out, which we have discussed, but if we do allow some trees, not landscaping, shrubs and flowers, which would cause an issue but to be allowed to plant a few trees around the ponds will help with erosion, algae and it can shade the water, which will also help the quality of the water and that will help the wildlife, fish, birds, the otters. I have seen an otter in the pond and I would hate to see it go. I think it will improve the aesthetics of the original phase, which looks very bare and barren and the grass isn't growing.

Mr. Porter stated I don't have an objection conceptually, but if we are going to do this there are several things we need to do. One, anybody who wants to probably needs to sign a binding agreement that they are going to maintain it and they are going to remove it if the tree dies and they will take care of the grass around it. Our landscaper is going to be on a riding mower and if he tries to get next to the tree inevitably he is going to end up clipping the bark and damaging the tree. He is not going to want to be responsible. I don't want to have to pay him to replace trees if he gets too close to them. I expect if the homeowner wants to plant trees he is going to first leave a wide enough path for a riding mower to go by without slowing down with

the understanding that the guy is not going to get closer than about five or six feet from the tree and maintenance inside of that area is going to be the responsibility of the homeowner. If they want mulch the mulch is going to be their responsibility. If the tree dies the tree is going to be their responsibility, picking up limbs when they fall and raking is their responsibility. If we can do that so that everybody in here is not paying for somebody else's trees then I don't mind it personally.

Mr. Lambert stated which is what we said when we discussed it in January, nobody seemed to object but it was discussions outside the meeting with staff who decided it wasn't worth the effort.

Ms. Buchanan stated I think the engineer had concerns that it would disrupt the sheet flow into the ponds if there were barriers.

Mr. Porter stated I'm not concerned about that. There will be no grading when you dig a hole and there is leftover dirt it has to be hauled off. You can't do anything that blocks it but the actual tree itself shouldn't make a big effect, but we would not accept any responsibility for problems with erosion, drainage and the rest of it. If you want to do that you have to assume full responsibility for whatever it may cost. It is not fair to ask everybody else to pay a thing. As long as we are willing to do that and everybody does that in writing and it probably needs to be something we record because if you do sell your house the new homeowner coming in needs to be aware of that being his responsibility. We are not going to take out a tree because you sold your house. If we have to prepare a document and record it then it should be up to the person who wants to plant a tree to pay for that.

Mr. Barnes stated there would have to be consideration of neighbors of anybody who is going to put in a tree. I found that any time we do something at all, some people are happy, some are unhappy. There are people concerned about their view, if they bought a home on the golf course they want to see the golf course. The type of tree that goes in you will want to make sure it is something that is not going to be like a magnolia tree with the large growth. There has to be some thought as to what type and how they are placed and if it is objectionable to the neighbors before you move forward with it.

Mr. Torres stated there were a lot of reasons when staff considered it that we recommend that you not approve a policy. It is the Board's decision and we will adjust but there is a lot of value in the discussions we have had on cause and effects.

Mr. Barnes stated maybe make it part of the public hearing as well.

Mr. Dearing asked would any trees or anything that would be planted on a pond bank be considered part of the stormwater management system that would have to be approved by the Water Management District?

Ms. Buchanan stated that is why I questioned about the flow being a concern of the engineer.

Mr. Dearing stated I don't think realistically it is going to have much of an impact on the flow, but the installation itself would be problematic.

Mr. Porter stated the District won't care, it is on a bank and if we don't change the grading on the bank it won't be a problem.

Mr. Dearing stated my thought process wouldn't be so much the fact that there is now a tree on the bank but how did it get there and what impact did that installation cause.

Mr. Porter stated as long as we don't change the grade, I'm not real worried about it. Then you get into the question of a tree like a magnolia that drops those big leathery leaves some of them are going to land in your yard some are going to be in the pond and some in other people's yards.

Mr. Amans stated as long it is above the highwater mark that should not be a concern to the Water Management District.

Mr. Porter stated if you are at least five-feet from the edge of the normal water then you are not going to impact anything. What does the Board want to do? I think it is an awful lot of work.

Ms. Lambert stated since we haven't got any money anyway I guess we leave it. I will put it right inside my property line.

Mr. Porter stated no one would object to that. We will table that for now.

TENTH ORDER OF BUSINESS

Ratification of Data Sharing and Usage Agreement with the Flagler County Property Appraiser

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the data sharing and usage agreement with Flagler County property appraiser was ratified.

ELEVENTH ORDER OF BUSINESS Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

i. Update on SJRWMD Correspondence

Mr. Amans stated person at St. Johns River Water Management District's we were in touch with is no longer with St. Johns. We are trying to coordinate and figure out who else we are going to work with. We did reach one of the division leaders and we get the sense that he understands what's happening and he is willing to cooperate to reduce the amount of work that would have to be done. We are continuing to work with them to come up with a plan, again, minimizing any easement adjustments and essentially using some planting plans to address their main areas of concern. We will continue to do that, we will have a plan that will be agreed upon and then we will present it to you as soon as we can get in touch with the right person on their end and they agree.

Mr. Porter stated at the last meeting the Board delegated to me the responsibility to work with you on this. As you get some information put together contact me directly and you and I will work on it and get something before we come back to the Board.

Mr. Amans stated that was my intent and that will be our next step.

C. Manager

I. Approval of Check Register

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

2. Balance Sheet and Income Statement

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

3. Amenity Manager's Report

Ms. Chambliss gave an overview of the amenity manager's report and asked if it were possible to sell some outdoor furnishings and put the proceeds towards the cost of a replacement TV.

- Ms. Buchanan stated you can do that but you have to declare it surplus then publish a notice.
- Mr. Teagle stated you maybe want to look into a protective case and buy a regular TV and replace it every few years rather than replace it with another outdoor TV.
 - Ms. Chambliss stated I will look into that.
- Mr. Teagle stated reach out to Alpha Dog because I believe they have a box they use for that purpose.

4. Field Manager's Report

Mr. Viasalyers stated the 100 entrance fountain was down, we drained it this morning and will come back Friday weather permitting, paint the letters, paint the EFIS and do some repairs. We are working with Yellowstone to reduce the water supply line because it is too high and replace the pipe.

TWELFTH ORDER OF BUSINESS Audience Comments

Mr. Barnes stated I was working on a number of items that did not get completed that I would like to raise for follow-up later. No parking signs for the CDD areas where people are parking and we decided not to tow. The city put up the signs for the golf carts. The swale on Lakeside was supposed to do the odor control.

- Mr. Viasalyers stated I got the product in, I'm waiting for the vendor to apply it.
- Mr. Barnes stated then we have to query the residents and see how effective it is. There is an issue with watering the rest of the facility here because of the grading. There are some storm drain issues, we had two rooms that had water come in. We also have a problem with water blowing into the area back here that needs to be addressed before we start getting some serious damage.

Mr. Porter asked will you give that list to William? I appreciate how hard you worked on this stuff and I don't want it to go to waste.

Mr. Barnes stated I haven't had time to prepare one.

THIRTEENTH ORDER OF BUSINESS Supervisor's Requests

A resident asked how do you fill the vacancy on the Board?

Mr. Porter stated if you know someone who would like to be on the Board have them send Ernesto a note saying they are interested and maybe send us a resume why they think they would add value to the Board.

Ms. Chambliss stated I can send something out by constant contact email to everyone letting them know.

Mr. Porter stated that is good and we will appoint someone at the next meeting.

FOURTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the meeting adjourned at 4:07 p.m.

Secretary/Assistant Secretary	Chairman/Vice Chairman	-

SECTION V

SECTION A

SECTION 1

RESOLUTION 2021-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June 2021, submitted to the Board of Supervisors ("Board") of the Deer Run Community Development District ("District") proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("Fiscal Year 2021/2022") 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, 2022."
- 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

the sum of \$sum is deemed by the l	to be raised by the le	es of the District, for Fiscal Year 2021/202 evy of assessments and/or otherwise, whi all expenditures of the District during sa owing fashion:	ch
TOTAL GENE	RAL FUND	\$	
CAPITAL RES	ERVE FUND	\$	
DEBT SERVIC	CE FUND - SERIES 2018	\$	

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. 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 7th day of September, 2021.

ATTEST:	DEER RUN COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson, Board of Supervisors

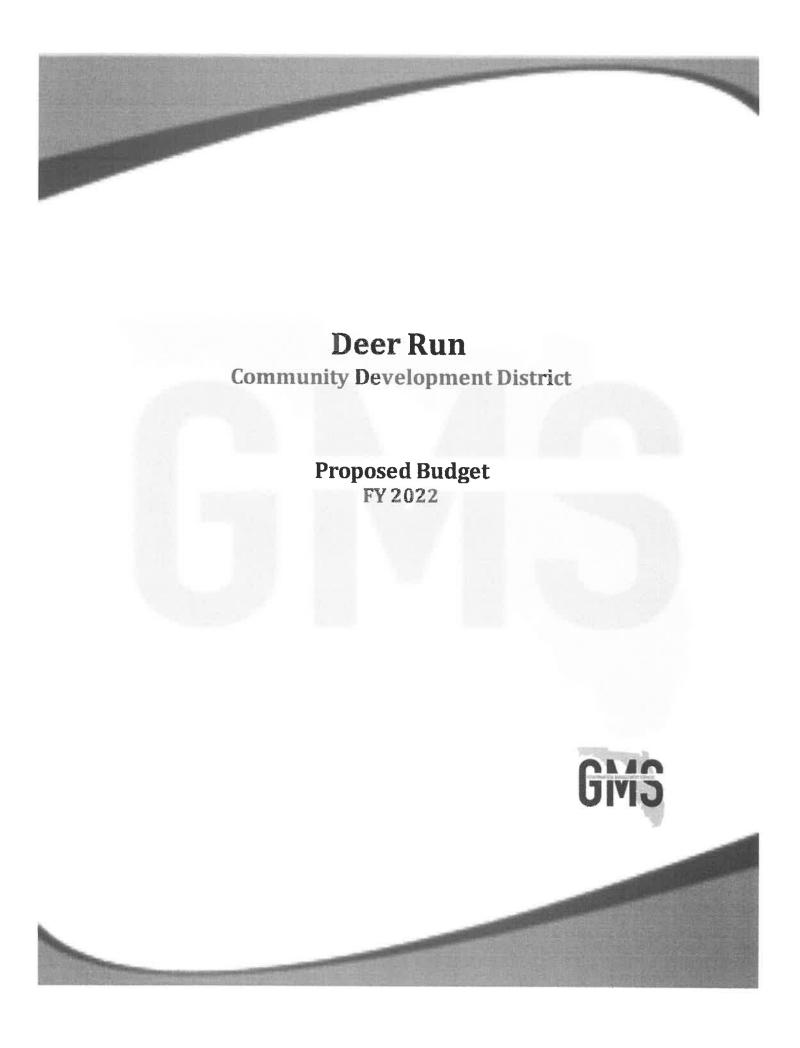


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Community Development District

General Fund Budget

	ADOPTED FY2021	ACTUAL THRU	PROJECTED NEXT 2		TOTAL AS OF	PROPOSED FY2022	INCREASE/ (DECREASE)	MANAGEMENT RECOMMENDED	INCREASE/ (DECREASE)
DESCRIPTION	BUDGET	7/31/21	MONTHS	_ 9	/30/21	BUDGET		FY2022 BUDGET	REVISION
Revenues									
Assessments	\$566,820	\$566,609	\$211		\$566,820	\$650,615	\$83,795	\$720,526	\$69,911
Golf Course Lake Maintenance Contribution	\$4,800	\$3,015	\$1,005		\$4,020	\$4,800	\$0	\$4,800	\$0
Developer Contributions	\$0	\$0	\$56,372		\$56,372	\$0	\$0	\$0	\$0
Miscellaneous Income	\$0	\$1,310	\$0		\$1,310	\$0	\$0	\$0	\$0
Carry Forward Surplus	\$0	\$0	\$0		\$0	\$5,652	\$5,652	\$0	(\$5,652)
TOTAL REVENUES	\$ 571,620	\$ 570,934	\$ 57,588	\$	628,522	\$ 661,067	\$ 89,447	\$725,326	\$ 64,259
Expenditures									
Administrative									
Supervisor Fees	\$4,000	\$2,200	\$1,000		\$3,200	\$4,000	\$0	\$4,200	\$200
FICA Expense	\$306	\$168	\$75		\$243	\$306	\$0	\$321	\$15
Engineering	\$3,550	\$13,025	\$4,000		\$17,025	\$9,000	\$5,450	\$12,000	\$3,000
Dissemination	\$2,500	\$2,083	\$417		\$2,500	\$2,500	\$0	\$2,500	\$0
Attorney	\$12,000	\$10,450	\$5,225		\$15,675	\$12,000	\$0	\$20,000	\$8,000
Annual Audit	\$3,535	\$0	\$3,535		\$3,535	\$3,535	\$0	\$3,535	\$0
Trustee Fees	\$3,500	\$0	\$3,500		\$3,500	\$3,500	\$0	\$3,500	\$0
Arbitrage	\$450	\$450	\$0		\$450	\$450	\$0	\$450	\$0
Assessment Roll Services	\$2,500	\$2,500	\$0		\$2,500	\$2,500	\$0	\$2,500	\$0
Management Fees	\$31,827	\$26,523	\$5,305		\$31,827	\$32,782	\$955	\$32,782	\$0
Information Technology	\$676	\$676	\$0		\$676	\$876	\$200	\$876	\$0
Website Maintance	\$324	\$167	\$167		\$333	\$524	\$200	\$524	\$0
Telephone	\$100	\$0	\$50		\$50	\$50	(\$50)	\$50	\$0
Postage	\$600	\$310	\$126		\$436	\$600	\$0	\$600	\$0
Insurance	\$6,630	\$6,328	\$0		\$6,328	\$6,961	\$331	\$6,961	\$0
Printing & Binding	\$800	\$143	\$98		\$241	\$800	\$0	\$800	\$0
Travel Per Diem	\$250	\$0	\$70		\$70	\$250	\$0	\$250	\$0
Legal Advertising	\$1,330	\$181	\$1,149		\$1,330	\$1,330	\$0	\$1,330	\$0
Other Current Charges	\$800	\$1,594	\$400		\$1,994	\$2,500	\$1,700	\$2,500	\$0
Office Supplies	\$100	\$42	\$30		\$72	\$100	\$0	\$100	\$0
Dues, Licenses & Subscriptions	\$175	\$175	\$0		\$175	\$175	\$0	\$175	\$0
Total Administrative	\$ 75,953	\$ 67,015	\$ 25,145	\$	92,160	\$ 84,739	\$ 8,786	\$ 95,954	\$ 11,215

Community Development District

General Fund Budget

EXCESS REVENUES/(EXPENDITURES)	\$ -	\$ 69,512	\$ (69,512)	\$		\$ -	5		S	\$	0
TOTAL EXPENDITURES	\$ 571,620	\$ 501,422	\$ 127,099	\$	628,522	\$ 661,067	\$	89,447	\$ 725,326	\$	64,259
Total Other Sources/(Uses)	\$ -	\$.	\$ -	\$		\$ 10,000	\$	10,000	\$ 10,000	\$	
Capital Reserve	\$0	\$0	\$0		\$0	\$10,000		\$10,000	\$10,000		\$0
Other Sources/(Uses)		4	4 10,104	Ψ	WATER OF	4 MUU,UUI	4	M-17.17	4 471,143	9	40,044
Total Amenity Center	\$ 243,691	\$ 199,946	\$ 45,182	\$	245,128	\$ 265,601	\$	21,910	\$ 291,145	ģ	25,544
Contingency	\$4,041	\$1,368	\$500		\$1,868	\$4,041		\$0	\$4,041		\$0
Elevator Maintenance	\$2,000	\$0	\$0		\$0	\$2,000		\$0	\$2,000		\$0
ASCAP/BMI Licenses	\$600	\$0	\$0		\$0	\$1,000		(\$600)	\$1,000		\$0 \$0
Office Supplies	\$1,000	\$548	\$240		\$788	\$1,000		\$0	\$1,000		\$0 \$0
Fitness Center Repairs & Maintenance	\$500	\$0	\$250		\$250	\$500		\$0	\$500		\$0 \$0
Holiday Décor	\$4,000	\$0,079	\$4,000		\$4,000	\$4,000		\$0	\$4,000		\$5,000
Special Events	\$10,000	\$6,079	\$2,670		\$8,749	\$10,000		\$4,600 \$0	\$13,000		\$3,000
Pool Repairs & Maintenance	\$3,000	\$9,412	\$1,500		\$14,075	\$18,800		\$4,800	\$18,800 \$15,000		\$0 \$10,000
Amenity Repairs & Maintenance	\$5,000	\$13,425	\$2,237 \$650		\$14,075	\$300 \$18,800		\$0 \$13,800	\$3,000		\$2,500
Operating Supplies	\$1,000 \$500	\$0 \$3 4 5	\$0 \$2,257		\$0 \$2,602	\$500 \$500		(\$500)	\$500		\$0 \$2.500
Security Monitoring Access Cards	\$1,500 \$1,000	\$0 \$0	\$0 \$0		\$0 \$0	\$1,500		\$0 (#500)	\$1,500		\$0
Trash Removal	\$300 #1.500	\$0	\$0		\$0	\$0		(\$300)	\$0		\$0
Gas Service	\$750	\$667	\$170		\$837	\$750		\$0	\$950		\$200
Water & Sewer - Amenities	\$6,000	\$18,295	\$8,618		\$26,913	\$6,000		\$0	\$30,000		\$24,000
Electric - Amenities	\$18,000	\$9,799	\$2,120		\$11,919	\$18,000		\$0	\$18,000		\$0
Cable, Internet & Telephone Services	\$5,000	\$4,289	\$1,082		\$5,371	\$5,400		\$400	\$5,500		\$100
Facilities Maintenance	\$25,000	\$13,458	\$1,650		\$15,108	\$25,000		\$0	\$25,000		\$0
Pest Control	\$1,000	\$721	\$240		\$961	\$1,000		\$0	\$1,000		\$0
Janitorial Services	\$18,720	\$16,580	\$2,140		\$18,720	\$18,720		\$0	\$12,756		(\$5,964)
Pool Chemicals	\$8,500	\$3,509	\$2,250		\$5,759	\$8,500		\$0 \$0	\$8,500		(\$8,292) \$0
Pool Maintenance	\$18,492	\$12,542	\$2,508		\$15,050	\$18,492		\$4,510	\$10,200		(\$8,292)
Property Insurance	\$32,838	\$33,771	\$0		\$33,771	\$37,148		\$4,310	\$37,148		\$0
Amenities Management	\$78,750	\$55,138	\$12,337		\$67,475	\$78,750		\$0	\$78.750		\$0
Amenity Center							-	,.			
Total Maintenance	\$ 251,976	\$ 234,461	\$ 56,772	\$	291,233	\$ 300,727	\$	48,751	\$ 328,227	\$	27,500
Contingency	\$500	\$460	\$0		\$460	\$3,000		\$2,500	\$3,000		\$0
Irrigation Repairs	\$3,000	\$9,648	\$8,525		\$18,173	\$10,000		\$7,000	\$15,000		\$5,000
Water Feature Maintenance	\$8,000	\$2,597	\$500		\$3,097	\$8,000		\$3,540 \$0	\$30,000 \$8,000		\$0 \$0
Lake Maintenance	\$6,000 \$26,460	\$6,066 \$22,050	\$1,788 \$4,410		\$7,854 \$26,460	\$6,000 \$30,000		\$0 \$3.540	\$6,000		\$0
Landscape Maintenance Landscape Contingency	\$121,900	\$98,872	\$21,879		\$120,751	\$141,900		\$20,000	\$141,900		\$0
Water & Sewer	\$10,000	\$6,672	\$1,704		\$8,376	\$10,000		\$0	\$12,500		\$2,500
Electric	\$45,216	\$62,346	\$12,816		\$75,162	\$60,000		\$14,784	\$80,000		\$20,000
Field Management	\$30,900	\$25,750	\$5,150		\$30,900	\$31,827		\$927	\$31,827		\$0
<u>Maintenance</u>											
DESCRIPTION	BUDGET	7/31/21	MONTHS	9	9/30/21	BUDGET	-		FY2022 BUDGET	R	EVISION
	FY2021	THRU	NEXT 2		AS OF	FY2022	(D	ECREASE)	RECOMMENDED		ECREASE)
			PROJECTED								

Management Recommended Revised FY2022 Proposed Budget

Operations & Maintenance Assessments - No Amenities

Lot Size	No. of Units	ERU Value	Total ERU's	%	FY22 Total Net Assessments	FY22 Total Gross Assessments	FY22 Per Unit Gross Assessment
40'	444	0.54	227.00	44.5404	#404 400 CD	#D0000044	******
50'		0.54	237.98	44.51%	\$191,130.62	\$203,330.44	\$457.95
	338	0.67	226.46	42.36%	\$181,878.48	\$193,487.74	\$572.45
75'	61	1	61	11.41%	\$48,991.38	\$52,118.49	\$854.40
Commercial	15	0.5	7.5	1.40%	\$6,023.53	\$6,408.01	\$427.20
Golf Course	1	1.69	1.69	0.32%	\$1,357.30	\$1,443.94	\$1,443.94
			534.63		\$429,381.30	\$456,788.62	=

Operations & Maintenance Assessments - Amenities

Lot Size	No. of Units	ERU Value	Total ERU's	%	FY22 Total Net Assessments	FY22 Total Gross Assessments	FY22 Per Unit Gross Assessment
40'	444	1	444	52.67%	\$153,343.27	\$163,131,14	\$367.41
50'	338	1	338	40.09%	\$116,734.29	\$124,185.42	\$367.41
75'	61	1	61	7.24%	\$21,067.43	\$22,412.16	\$367.41
Commercial	15	0	0	0.00%	\$0.00	\$0.00	\$0.00
Golf Course	1	0	0	0.00%	\$0.00	\$0.00	\$0.00
			843		\$291,145.00		

Operations & Maintenance Assessments - Combined

Lot Size	No. of Units	FY22 Total Net Assessments	FY22 Total Gross Assessments	FY22 Gross Per Unit Assessment	FY21 Gross Per Unit Assessment	Increase
40'	444	#244 472 OO	#D.C.C. 4.C.1 F.O.	#02F 2.6	\$646.50	40.00 55
		\$344,473.89	\$366,461.59	\$825.36	\$616.79	\$208.57
50'	338	\$298,612.77	\$317,673.16	\$939.86	\$692.65	\$247.21
75'	61	\$70,058.81	\$74,530.65	\$1,221.81	\$879.48	\$342.33
Commercial	15	\$6,023.53	\$6,408.01	\$427.20	\$283.07	\$144.13
Golf Course	1	\$1,357.30	\$1,443.94	\$1,443.94	\$956.76	\$487.18
		\$720,526.30	\$766,517.34			

Community Development District General Fund Budget

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.

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.

Community Development District General Fund Budget

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.

<u>Postage</u>

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

<u>Insurance</u>

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.

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.

Community Development District General Fund Budget

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.

Electric

This represents the District cost for electric and street lighting with Florida, Power & Light.

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.

Community Development District General Fund Budget

Landscape Contingency

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

<u>Lake Maintenance</u>

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:

Amenities 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.

Community Development District General Fund Budget

Pest Services

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

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

Community Development District General Fund Budget

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.

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.

OTHER SOURCES AND USES:

Capital Reserve

Funds transfer out to Capital Projects fund.

Community Development District

Capital Reserve Fund Budget

DESCRIPTION	ADOPTED FY2021 BUDGET	ACTUAL THRU 7/31/21	1	OJECTED NEXT 2 4ONTHS	TOTAL AS OF 9/30/21	PROPOSED FY2022 BUDGET
Revenues						
Carry Forward Surplus	\$0	\$	0	\$0	\$0	\$0
TOTAL REVENUES	\$	\$	\$	- \$		\$
Expenditures						
Capital Outlay	\$0	\$	0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$	ş .	\$	- \$		\$
Other Sources/(Uses)						
Capital Reserve	\$0	:	50	\$0	\$0	\$10,000
Total Other Sources/(Uses)	\$ 110	Sa The sa	\$	- \$		\$ 10,000
EXCESS REVENUES	\$	\$	\$	- \$		\$ 10,000

Deer RunCommunity Development District

Debt Service Fund Budget - Series 2018

DESCRIPTION	ADOPTED FY2021 BUDGET	ACTUAL THRU 7/31/21	PROJECTED NEXT 2 MONTHS	TOTAL AS OF 9/30/21	PROPOSED FY2022 BUDGET		
Revenues							
Debt Assessments	\$654,125	\$653,046	\$1,079	\$654,125	\$ 652,463		
Prepayments	\$0	\$0	\$0	\$0	\$0		
Interest	\$4,000	\$57	\$25	\$82	\$100		
Carry Forward Surplus	\$363,635	\$351,426	\$0	\$351,426	\$342,444		
TOTAL REVENUES	\$ 1,021,760	\$ 1,004,530	\$ 1,104	\$ 1,005,634	\$ 995,006		
Expenditures							
Interest - 11/1	\$247,545	\$236,733	\$0	\$236,733	\$ 231,598		
Special Call - 11/1	\$0	\$10,000	\$0	\$10,000	\$ -		
Principal - 5/1	\$180,000	\$180,000	\$0	\$180,000	\$ 190,000		
Interest - 5/1	\$235,665	\$236,458	\$0	\$236,458	\$ 231,598		
TOTAL EXPENDITURES	\$ 663,210	\$ 663,190	\$	\$ 663,190	\$ 653,195		
EXCESS REVENUES	\$ 358,550	\$ 341,340	\$ 1,104	\$ 342,444	\$ 341,811		

Interest 11/1

\$226,468

Deer Run Community Development District Series 2018 Special Assessment Bonds Amortization Schedule

Date		Balance	25	Prinicpal		Interest	1,0	Total
44 (04 (04		A #A# ABA AA	-					
11/01/21 05/01/22	\$	8,525,000.00	\$	150,000,00	\$	231,597.50	\$	648,055.00
11/01/22	\$	8,525,000.00 8,335,000.00	\$	190,000.00	\$	231,597.50		
05/01/23	\$	8,335,000.00	\$	205,000.00	\$ \$	226,467.50	\$	648,065.00
11/01/23	\$	8,130,000.00	\$	203,000.00	\$ \$	226,467.50 220,932.50	\$	657 400 00
05/01/24	\$	8,130,000.00	\$	215,000.00	\$	220,932.50	Ф	652,400.00
11/01/24	\$	7,915,000.00	\$	213,000.00	\$	215,127.50	\$	651,060.00
05/01/25	\$	7,915,000.00	\$	225,000.00	\$	215,127.50	Ψ	031,000.00
11/01/25	\$	7,690,000.00	\$	-	\$	209,052.50	\$	649,180.00
05/01/26	\$	7,690,000.00	\$	240,000.00	\$	209,052.50	*	017,100.00
11/01/26	\$	7,450,000.00	\$		\$	202,572.50	\$	651,625.00
05/01/27	\$	7,450,000.00	\$	250,000.00	\$	202,572.50	•	001,010.00
11/01/27	\$	7,200,000.00	\$	-	\$	195,822.50	\$	648,395.00
05/01/28	\$	7,200,000.00	\$	265,000.00	\$	195,822.50	•	- 10,012.00
11/01/28	\$	6,935,000.00	\$	-	\$	188,667.50	\$	649,490.00
05/01/29	\$	6,935,000.00	\$	280,000.00	\$	188,667.50		•
11/01/29	\$	6,655,000.00	\$	-	\$	181,107.50	\$	649,775.00
05/01/30	\$	6,655,000.00	\$	295,000.00	\$	181,107.50		
11/01/30	\$	6,360,000.00	\$	-	\$	173,142.50	\$	649,250.00
05/01/31	\$	6,360,000.00	\$	310,000.00	\$	173,142.50		
11/01/31	\$	6,050,000.00	\$	-	\$	164,772.50	\$	647,915.00
05/01/32	\$	6,050,000.00	\$	330,000.00	\$	164,772.50		
11/01/32	\$	5,720,000.00	\$	-	\$	155,862.50	\$	650,635.00
05/01/33	\$	5,720,000.00	\$	350,000.00	\$	155,862.50		
11/01/33	\$	5,370,000.00	\$	-	\$	146,412.50	\$	652,275.00
05/01/34	\$	5,370,000.00	\$	365,000.00	\$	146,412.50		
11/01/34	\$	5,005,000.00	\$	•	\$	136,557.50	\$	647,970.00
05/01/35	\$	5,005,000.00	\$	385,000.00	\$	136,557.50		
11/01/35	\$ \$	4,620,000.00	\$	44000000	\$	126,162.50	\$	647,720.00
05/01/36	\$	4,620,000.00	\$	410,000.00	\$	126,162.50		
11/01/36		4,210,000.00	\$		\$	115,092.50	\$	651,255.00
05/01/37	\$	4,210,000.00	\$	430,000.00	\$	115,092.50		
11/01/37	.\$	3,780,000.00	\$	-	\$	103,482.50	\$	648,575.00
05/01/38	\$	3,780,000.00	\$	455,000.00	\$	103,482.50		
11/01/38	\$	3,325,000.00	\$	-	\$	91,197.50	\$	649,680.00
05/01/39	\$	3,325,000.00	\$	480,000.00	\$	91,197.50		
11/01/39	\$	2,845,000.00	\$	-	\$	78,237.50	\$	649,435.00
05/01/40	\$	2,845,000.00	\$	510,000.00	\$	78,237.50		,
11/01/40	\$	2,335,000.00	\$	· -	\$	64,212.50	\$	652,450.00
05/01/41	\$	2,335,000.00	\$	535,000.00	\$	64,212.50	*	002)100.00
11/01/41	\$	1,800,000.00	\$	-	\$	49,500.00	\$	64071270
05/01/42	\$	1,800,000.00	\$	565,000.00	-		Ф	648,712.50
11/01/42	\$			005,000,000	\$	49,500.00		
		1,235,000.00	\$		\$	33,962.50	\$	648,462.50
05/01/43	\$	1,235,000.00	\$	600,000.00	\$	33,962.50		
11/01/43	\$	635,000.00	\$	-	\$	17,462.50	\$	651,425.00
05/01/44	\$	635,000.00	\$	635,000.00	\$	17,462.50	\$	652,462.50
WILLIAM TO THE	200		\$	8,525,000.00	\$	6,654,810.00	\$	15,596,267.50

SECTION 2

RESOLUTION 2021-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT MAKING BENEFIT AND **DETERMINATION OF IMPOSING SPECIAL** ASSESSMENTS FOR FISCAL YEAR 2021/2022; 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, 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, 2021 and ending September 30, 2022 ("Fiscal Year 2021/2022"), 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 2021/2022; 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.

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 170, 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, 2021; 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, 2021, 25% due no later than February 1, 2022 and 25% due no later than May 1, 2022. 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 2021/2022, 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 7th day of Septmeber, 2021.

ATTEST:		DEER RUN COMMUNITY DEVELOPMENT DISTRICT
Secretary / As	sistant Secretary	By:
Exhibit A: Exhibit B:	Budget Assessment Roll (Uniform Method) Assessment Roll (Direct Collect)	

SECTION B

SECTION 1

RESOLUTION 2021-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT ADOPTING SUSPENSION AND TERMINATION RULES; ADOPTING RATES, FEES AND CHARGES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS, the Deer Run Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within City of Bunnell, Florida; and
- **WHEREAS**, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and
- WHEREAS, the District's Board of Supervisors ("Board") desires to adopt its Amenity Rules and Policies, dated September 7, 2021 ("Amenity Rules"), all of which govern the operation of the Amenities, defined therein, and other properties; and
- WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the Amenity Rules, which are attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application; and
- WHEREAS, the Board finds that the Amenity Rules, including the suspension and termination provisions and the various fees and rates outlined in Exhibit A are just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and
- WHEREAS, the Board has complied with applicable Florida law concerning rule development, ratemaking, and rule and rate adoption, including the holding of public hearings thereon.

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

- **SECTION 1.** The Amenity Rules set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised, repealed or amended by the Board in accordance with Chapters 120 and 190, *Florida Statutes*.
- **SECTION 2.** The fees and rates in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.
- **SECTION 3.** Fees and rates for use of the District's recreation facilities and services are adopted in accordance with **Exhibit A** for the purpose of providing revenues to maintain the operation and maintenance of the facilities, and are hereby ratified, approved and confirmed.
- **SECTION 4.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

PASSED AND ADOPTED this 7th day of September 2021.

ATTEST:	DEER RUN COMMUNITY DEVELOPMENT DISTRICT	
Secretary/Assistant Secretary	Chairperson, Board of Supervisors	
Exhibit A: Amenity Rules		

DEER RUN COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES & POLICIES

Ernesto Torres, District Manager c/o Governmental Management Services, LLC 475 West Town Place, Suite 114 World Golf Village St. Augustine, Florida 32092

P: (904) 940-5850 ext. 403

F: (904) 940-5899

E-mail: etorres@gmsnf.com

PART 1: Deer Run Community Development District

In accordance with Chapter 190 of the Florida Statutes, and on September 7, 2021, at a duly noticed public meeting, the Board of Supervisors of the Deer Run Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby superseded on a going forward basis.

DEFINITIONS

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

- "Access Card" shall mean the identification card issued to Patrons.
- "Amenities" shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse, fitness center, swimming pool, multi-purpose field, tennis courts, playground, picnic area, and walking trails, together with their appurtenant areas, facilities, equipment, and any other common areas and appurtenances of the District related to the same.
- "Amenities Policies" or "Policies" shall mean all Amenities Policies of the District, as amended from time to time.
- "Amenity Manager" shall mean the management company, including Community Manager, Lifestyles Director and its employees, staff and agents, contracted by the District to manage the Amenities.
- "Annual User Fee" shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's rules.
 - "Board of Supervisors" or "Board" shall mean the Board of Supervisors of the District.
 - "District" shall mean the Deer Run Community Development District.
- "District Manager" shall mean the professional management company with which the District has contracted to provide management services to the District.
- "Family" shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the legal age of majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.
- "Guest" shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities or invited and who must be the accompanied for the entire day by a Patron to use the Amenities.
 - "Non-Resident" shall mean any person that does not own property within the District.
- "Non-Resident Patron" shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

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

"Person" – shall mean an individual, or legal entity recognized under Florida law.

"Renter" – shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

"Resident" – shall mean any person or Family owning property within the District.

"Service Animal"- A service animal is any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained, or untrained, are not considered service animals.

"Wet Deck"- 6-feet wide unobstructed pool deck area around the outside of the pool water perimeter, curb, ladders, handrails, diving boards, diving towers, or pool slides, waterfalls, water features, starting blocks, planters, or lifeguard chairs.

AUTHORIZED USERS

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

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

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on or before the anniversary date of application.

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

- 1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
- 2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities, unless the owner owns more than one house and resides in one of the houses.

- 3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
- 4. Renters shall be subject to all rules and policies as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron (by Family) may bring a maximum of four (4) Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four (4) Guests limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four (4) Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

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

ACCESS CARDS

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

Issuance of Access Cards. Each Patron will receive two (2) Access Card per house hold upon registration with the District. Proof of residence is required.

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

Lost or Stolen Cards. All lost or stolen cards need to be reported immediately to the District. Fees will be applied according to the fee schedule listed below.

COMMUNITY PROGRAMMING

Resources. The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs, as well as continually add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive

recreational experience of the highest caliber. Patrons can easily find information on new programs and events by picking up the monthly program calendars, reviewing the community bulletin board, or by contacting the Amenity Manager at the clubhouse:

Amenity Manager by

Email: deerrunmgr@rmsnf.com or

Phone: 386-263-7213

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

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

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

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

Cancellation by the District. The Amenity Manager will notify Patrons if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account if the money was received by the District. If an outside vendor collected the fee the outside vendor is held responsible for the fee.

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

GENERAL PROVISIONS

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

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the onsite Amenity Manager at 386-263-7213 or deerrunmgr@rmsnf.com, and to the office of the District Manager at 904-940-5850.

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

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

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

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

- 1. **Registration.** All Patrons must have their assigned Access Card upon entering the clubhouse. Cards are only to be used by the Patron to whom they are issued. Patrons must present their Access Cards upon request by the Amenity Manager.
- 2. *Guests*. Guests must be accompanied by a Patron while using the Amenities, unless the Guest has purchased a Guest Access Card.
- 3. *Minors*. Adult Patrons are responsible for all minor Patrons from their household or visiting Guests, including any minors, at the Amenities; and, to better protect the health, welfare and safety of such minors, a parent/guardian (of at least 18 years of age) must accompany all such minors who are 14 of age and under or who are otherwise unable to govern and look after themselves in an appropriate manner.
- 4. *Attire.* Except for the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Wet bathing suits and wet feet are not allowed indoors.
- 5. *Food and Drink.* Food and drink will be limited to designated areas only. Glass containers will not be permitted on any part of the pool deck or grill area at any time.
- 6. *Alcohol.* Alcoholic beverages shall not be served or sold at the Amenities, except for pre-approved special events. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave.
- 7. *No Smoking*. Smoking (including e-cigarettes, vape pens, or any other smoking paraphernalia) is not permitted in any building or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the Amenity Manager.
- 8. *Pets.* With the exception of service animals, pets are not permitted in the building or in the fenced in area of the pool deck. Where service animals are permitted on the grounds, they must be leashed. Patrons

- are responsible for picking up after all pets for the safety and health to others and in accordance with the law.
- 9. *Vehicles*. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, footpath, or in any way which blocks the normal flow of traffic.
- 10. *Skateboards, Etc.* Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
- 11. Fireworks. Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
- 12. Service Areas. Only District employees and staff are allowed in the service areas of the Amenities.
- 13. *Courtesy.* Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
- 14. *Profanity*. Loud, profane or abusive language is prohibited.
- 15. Horseplay. Disorderly conduct and horseplay are prohibited.
- 16. *Equipment*. All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment needs cleaning or maintenance.
- 17. *Littering.* Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- 18. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
- 19. *Firearms and Other Weapons*. Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
- 20. *Trespassing / Loitering*. There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- 21. *Compliance with Laws.* All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- 22. Surveillance. Various areas of all Amenities are under twenty-four (24) hour video surveillance.
- 23. *Grills*. Grills located in the patio lounge are available under reservation or first come first serve basis. They must be used as instructed and properly turned off after every use.
- 24. **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.
- 25. *Cellular Phones.* To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and guests are asked to keep their ringers turned off or on vibrate while in the clubhouse.
- 26. *Lost Property.* The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.
- 27. Activities Prohibited inside the building. Throwing, kicking, or punching of any objects is prohibited in the building. No running in the building. Taking anything off property without permission is and unlawful action.
- 28. Irrigation. Playing near or tampering with irrigation equipment is prohibited.
- 29. *Over Night Parking*. No overnight parking is permitted in the parking lot or on designated District property without approval from the Amenity Manager, pursuant to Rule Relating to Overnight Parking and Parking Enforcement, adopted August 26, 2020.

FITNESS ROOM

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

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

SWIMMING POOL

The following policies apply to the District's pool:

- 1. **Swim at Your Own Risk.** The pool areas are not supervised, so all Patrons use the pool at their own risk.
- 2. *Operating Hours.* The pool areas are open from 7:00 AM to 10:00 PM. No one is permitted in the pool at any other time unless a specific event is scheduled.
- 3. *Skateboards, Etc.* No bicycles, scooters, roller skates, roller blades, hover boards, skateboards or other similar items are permitted on the pool deck.
- 4. **Food and Drink**; Alcohol & Smoking. Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted within the fenced area surrounding the pool. Additionally, all General Provisions previously set forth herein apply, including but not limited to the prohibitions on alcohol and smoking set forth as paragraphs 6 and 7 of the General Provisions.
- 5. *Unsafe Behavior*. No pushing, running, horseplay, sliding down bannisters and rails or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
- 6. *Diving*. Diving is strictly prohibited at the pool, with the exception of swim team competitions preapproved by the District.
- 7. *Noise.* Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.

- 8. Aquatic Toys and Recreational Equipment. Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, pool balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- 9. Entrances. Pool entrances, including stairs and ladders, must be kept clear at all times.
- 10. Railings. No swinging, sliding, or climbing on ladders, fences, or railings is allowed.
- 11. *Pool Furniture.* Pool furniture is not to be removed from the pool area or placed in the pool to include the pool sundeck area.
- 12. *Chemicals.* Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- 13. *Pets.* Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
- 14. Attire. Family-appropriate swimming attire (swimsuits) must be worn at all times.
- 15. *Parties*. Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
- 16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- 17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
- 18. *Pollution*. No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- 19. *Lap Lanes*. Lap lanes are to be used only by persons swimming laps or water walking or jogging when lap swimmers are present.
- 20. *Minors*. Adult Patrons are responsible for all minor (one under the age of 18) Patrons from their household or visiting the Amenities as Guests of the Patron, and, to better protect the health, welfare and safety of such minors, a parent/guardian (of at least 18 years of age) must accompany all such minors who are 14 and under or who are otherwise unable to govern and look after themselves in an appropriate manner.
- 21. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes unless while swimming in the pool.
- 22. *Pool Closure.* The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
- 23. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
- 24. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
- 25. *Pool Furniture.* No pool furniture permitted in the pool at any time.

PICKLEBALL & BOCCE COURTS

The following policies apply to the tennis courts:

- 1. *First Come Basis.* Courts are available for use by Patrons and Guests only on a first come first serve basis unless reserved. When other players are waiting pickleball court use should be limited to 1 hour.
- 2. *Attire.* All players shall be dressed in appropriate attire, which includes shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
- 3. Use. Pickleball courts are for pickleball only. Bocce courts are for bocce only.
- 4. Pets. Pets, with the exception of service animals, are not permitted on the courts at any time.
- 5. *Food and Drinks.* Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.
- 6. *Glass Containers*. No glass containers or breakable objects of any kind are permitted on the Pickleball Court.
- 7. *Operating Hours.* Courts are open from 7 a.m. to 10 p.m. or as otherwise posted. No one is permitted on the courts at any other time unless a specific event is scheduled.
- 8. *Skateboards, Etc.* No bicycles, scooters, roller skates, roller blades or skateboards, hover boards or similar items are permitted on the pickleball court.
- 9. Furniture. No furniture, other than benches already provided, will be allowed on the playing surfaces.
- 10. *Equipment*. Patrons are responsible for bringing their own equipment.
- 11. *Minors*. Adult Patrons are responsible for all minor Patrons from their household or visiting the Amenities as Guests of the Patron, and, to better protect the health, welfare and safety of such minors, a parent/guardian (of at least 18 years of age) must accompany all such minors who are 14 of age and under or who are otherwise unable to govern and look after themselves in an appropriate manner.

OUTDOOR FIRE PIT AND FIREPLACE

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

FACILITY RENTAL POLICIES

The following policies apply to the rental of the Amenities:

- 1. *Patrons Only*. Unless otherwise directed by the District, only Patrons and Non-Resident Patrons may reserve the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. Rental reservations must be made 14 days in advance.
- 2. *Amenities Available for Rental:* The following Amenities are available for rental: Meeting Room, Great Room, and Patio Lounge.

- 3. Payment & Registration. At the time the reservation is made, one check or money orders (no cash), one for the deposit made out to District (Deer Run CDD) must be delivered to the Amenity Manager along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District, must schedule a time to complete a rental check list with Amenity Manager at least one week in advance. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
- 4. *Rates and Deposits.* The rental rates and deposits for use of the Amenities are as set forth in the District's rules. The deposit will secure the rental time, location and date. To receive the full refund of the deposit within 10 days after the party, the renter must:
 - i. Remove all garbage, place in trash receptacle and replace garbage liners (liners located in a draw or one of the cubbies of the kitchen area).
 - ii. Take down all decorations or event displays; and
 - iii. Otherwise clean the rented Amenities and restore them to their previous condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

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

Easter Sunday

4th of July

Thanksgiving

Christmas Eve

New Year's Eve

New Year's Day

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

THUNDERSTORM POLICY

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

PROPERTY DAMAGE

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

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

USE AT OWN RISK; INDEMNIFICATION

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

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

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

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

SOVEREIGN IMMUNITY

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

SEVERABILITY

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

AMENDMENTS / WAIVERS

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

The above Amenity Rules and Policies were adopted on September 7, 2021 by the Board of Supervisors for the Deer Run Community Development District, at a duly noticed public hearing and meeting.

Secretary/Assistant Secretary Chairperson, Board of Supervisors

ATTACHMENT A: Consent and Waiver Agreement (Community Programming)

ATTACHMENT B: Access Card Form ATTACHMENT C: Rental Application

ATTACHMENT D: Rental Waiver and Agreement

ATTACHMENT A Consent and Waiver Agreement

- Deer Run Community Development District -

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

Participant(s) Name:	Address:	
E-Mail:		
E-Mail:		
Parent/Guardian Name:		
(if Participant is a minor child)		
		Date:
Parent/Guardian Signature: (if Participant is a minor child)		
Parent/Guardian Address (if different than above):		
Tarente Guardian Address (if different than above).		
Phone Number (home):		
Phone Number (alternate):		
Emergency Contact:		
Phone Number:		

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

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

ATTACHMENT B: Access Card Form

ACCEPTANCE I acknowledge the waiver as set forth below and I agree to its terms. I have also read a Policies, as amended from time to time, and the District's Rules of Procedure. I also us and damages caused by my family members, my guests and me and those damages rest Access Card. Signature of Patron:	nderstand that I am financially responsible for
WAIVER: I understand that the Deer Run Community Development District, and their supervisors assume no responsibility for injuries or illness that my minor child(ren) may sustain as from their participation in any activities, sports, use of the pool, use of exercise equipment Amenities. I expressively acknowledge on behalf of myself and my heirs that I assume may result from their participation in these activities or use of the Amenities. I hereby represent District, and their Supervisors, officers, agents, consultants and employed loss or damage that my minor child(ren) may suffer as a result of their participation in the Community Development District, are not responsible for personal property lost of Amenity Center, pool, and recreational facilities. Signature of Parent or Guardian:	a result of their physical condition or resulting uipment, use of the playground or any other the risk for any and all injuries and illness that elease and discharge the Deer Run Community es, from any claims for injury, illness, death, hese activities. I understand that the Deer Run stolen while participating in activities at the
FOR HOMEOWNERS and RENTERS:	
The undersigned, a resident landowner within the District, agrees and acknowledges the to any Tenant (as used herein, the term Tenant shall include all family members of providing an Amenities Access Card Form ("Registration"), executed by Tenant, the undersigned provide Amenities Access Cards to Tenant without providing an Amenitie Tenant, the undersigned agrees to be financially responsible for any damages caused be its supervisors, agents, staff and Riverside Management Services and its successors, the Tenant may sustain in conjunction with the usage of the Amenity Facilities. Nothing District's sovereign immunity or Limits of liability beyond any statutory limited waive have been Adopted by the Florida Legislature in Section 768.28 Florida Statutes or other	the specifically named Tenant) without first to an Amenities Staff Member. Should the es Staff member with a Registration signed by y Tenant and agrees to indemnify the District, from any and all liability for any injuries that herein shall be considered as a waiver of the er of immunity or limits of liability which may
Signature of Home Owner:	Date:
OFFICE USE ONLY	
Date Received Date Entered in System	Staff Member Signature
AUTHORIZED ACCESS CARD(S)	
Access Card Number:	
Access Card Number:	
******There is a fee up to \$25 per Access Card for any lost, stolen	or replacement Access Card*****

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ATTACHMENT C: Rental Application

Deer Run Community Development District - Island Club Amenity Center Rental Application

Name of Applicant:		Date:	
Organization(if applicable):		Phone:	
Address:	C	ity: Bunnell State: Florida	
Estimated Attendance Intended U	Jse:		
Date Requested:	Start Time:	End Time:	_
I understand in order to receive the full refund of the Removal of all decorations Remove all garbage and place in trash receive Wipe down tables, chairs countertops and Put all furniture back in original locations. I have read, understood and agree to abide by all the No beer, wine or alcoholic beverages we is presented and approved by the Board of Guests are limited to the rented space only. No glass or breakable items are permitted. Smoking is not permitted in the facility. No pets allowed, except service animals. The volume of live or recorded music must be a gree to indemnify and hold harmless the Deer employees and staff from any and all liability, claim property damage of any nature arising out of, or in shall constitute or be construed as a waiver of the limitation of	ceptacle d sink she District policies ar will be brought in or of Supervisors before y (use of the pool, both in the facility st not violate applica Run Community I ims, actions, suits or of connection with, th District's sovereign in policies and rules of les may result in the rany damages caus	consumed on the premises — we the rental date. ble to Flagler County noise ordinates of the Island Club Amenit mmunity granted pursuant to Section 1.	of the facility. This includes: unless a certificate of liability insurance ourts is not included in rental unless) nances agents, supervisors, officers, director ation or other entity, for injuries, deat by Center and facilities. Nothing here ction 768.28, Fla. Stat. nd Club Amenity Center and Facilitie by privileges to use the facility. I ale ests and me. If requested, I will obtain
Signature:	Date:		
Cleaning Deposit: \$** Check #:		Rental Fee Amount: \$	Check #:
Received By:	Date: _		
Approved By:	Date: _		
**To receive a full refund of the cleaning depis including removal of all party displays and swept to the condition it was upon receipt of statements.	remnants. In addit	• •	
Deposit Returned On: Mailed	Handed To	o: Shredded	

ATTACHMENT D: Rental Waiver Agreement

Deer Run Community Development District

Island Club Amenity Center Club Waiver and Agreement

Name of Applicant:		Date:	-
Organization (if applicable):	Phone	»:	,
Address:	City: <u>Bunnell</u>	State: Florida	
Estimated Attendance:Int	ended Use:		
Date Requested:	Start Time:	End Time:	_
A/C units. Wipe down tables, chairs, countertory and all furniture back in original local laws are limited to the rented spanning is not permitted in the faction. No pets allowed, except service ani	ppropriate location (trash ops, and sink. cations. by all the district policies ce only (use of the pool, I mitted in the facility. ility. mals.	can located outside the grill area und	he facility. This includes: ts, gym is not included)
I agree to indemnify and hold harmless the directors, employees, and staff from any and for injuries, death, property damage of any ramenity Center and Facilities. Nothing here pursuant to Section 768.28, Fla. Stat.	e Deer Run Communit d all liability, claims, actinature arising out of, who	y Development District and their a ons, suits or demands by any person, lly or in part by, or in connection with	agents, supervisors, officers, , corporation or other entity, h, the use of the Island Club
I have read, understand, and agree to abide Facilities. Failure to adhere to the district's facility. <u>I also understand that I am finar</u> requested, I will obtain an event insurance pofficers, directors, employees, and staff as an	policies and rules may racially responsible for a policy naming the Deer Ru	esult in the suspension or termination ny damages caused by family memb	of my privileges to use the bers, my guests and me. If
Received By:	Date		_

Approved By: ______ Date: _____

PART 2: Deer Run Community Development District

Rule for Amenities Rates

In accordance with Chapter 190 of the Florida Statutes, and on September 7, 2021, at a duly noticed public meeting, the Board of Supervisors of the Deer Run Community Development District adopted the following rates, fees and charges for the operation of the District's Amenities. All prior rates, fees and charges of the District are hereby superseded on a going forward basis.

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

- 1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenities Rules and Policies of the Deer Run Community Development District, as amended from time to time.
- 2. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.
- 3. **Reservation Rates for Clubhouse.** Any Patron wishing to have the exclusive use of any room or area within the clubhouse must pay the appropriate fee and submit a security deposit in the amounts set forth below. (For clarification purposes, all Guests must be represented by a Patron and deposit must be made by the Patron.)

Room / Area	Rental Fee	Deposit
St. Croix	\$100	\$100
St Thomas	\$100	\$100
St. Martin	\$75	\$100
St. Johns	NA	\$100
St. Meeting	\$75	100

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

Item	Fee
Access Cards (2 per house hold on first distribution)	Free
Replacement of, Damaged, Lost, or Stolen Access Card	\$10.00-\$25.00
Non-Resident Annual Fee	\$2,500.00

6. Special Provisions.

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

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2018); Effective Date: September 7, 2021

PART 3: Deer Run Community Development District

Disciplinary & Enforcement Rule

In accordance with Chapter 190 of the Florida Statutes, and on September 7, 2021, at a duly noticed public meeting, the Board of Supervisors of the Deer Run Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby superseded on a going forward basis.

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

- 1. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.
- 2. **Suspension of Rights.** The District, through its Board, District Manager, Amenities Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior:
 - a. Submits false information on any application for use of the Amenities;
 - b. Permits the unauthorized use of an Access Card;
 - c. Exhibits unsatisfactory behavior, deportment or appearance;
 - d. Fails to pay amounts owed to the District in a proper and timely manner;
 - e. Fails to abide by any District rules or policies (e.g., Amenity Rules and Policies);
 - f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
 - g. Damages or destroys District property; or
 - h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.
- 3. **Authority of Amenities Manager.** The Amenities Manager or his or her designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the Amenities for a period not to exceed thirty days.
- 4. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period greater than thirty days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.
- 5. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 in addition to any amounts for

damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

- 6. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.
- 7. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2018); Effective Date: September 7, 2021

SECTION VI

FISCAL YEAR 2021/2022 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 7th day of September, 2021, 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 2021/2022 (the "2021 O&M Budget"), which budget will commence on October 1, 2021, and conclude on September 30, 2022, 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 2021/2022 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 2022 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 2022 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 2022 O&M Budget, the Landowner desires to provide the monies necessary to fund the actual expenditures for the Fiscal Year 2021/2022 (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 2021/2022 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 2022 O&M Budget or otherwise.
- ii. Consent to Funding of 2022 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 2021/2022 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 2021/2022 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. <u>AMENDMENT.</u> 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. <u>AUTHORITY.</u> 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. <u>DEFAULT</u>. 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. <u>NEGOTIATION AT ARM'S LENGTH.</u> 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 2021/2022 O&M Budget & Assessment Roll

<u>EXHIBIT A</u> Fiscal Year 2021/2022 O&M Budget & Assessment Roll

SECTION VII

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into this 1st day of October 2021, by and between:

DEER RUN COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Bunnell, Florida, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "**District**"); and

YELLOWSTONE LANDSCAPE, INC., a Delaware corporation, whose mailing address is 3253 N. State Street, Bunnell, Florida 32110 (the "Contractor," together with District, "Parties").

RECITALS

WHEREAS, the District was established by ordinance of the Board of City Commissioners of the City of Bunnell, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and related irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District as further identified in this Agreement; and

WHEREAS, Contractor represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District as more particularly described in Contractor's proposal attached hereto as Exhibit A and incorporated herein (the "Services"); and

WHEREAS, the District finds that entering into this Agreement with Contractor to provide landscape maintenance services is in the best interest of the District.

Now, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

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

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards, further described in **Exhibit A**. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services.

- **B.** While providing the Services, 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. 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.
- 3. SCOPE OF LANDSCAPE MAINTENANCE SERVICES. The Contractor shall provide the Services provided in Exhibit A for the areas identified in the Landscape Maintenance Area Map ("Maintenance Area Map"), attached hereto as Exhibit B. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services.
- 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, by work authorization, addendum, amendment, or change order to this Agreement.
 - 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.
 - **a.** The District hereby designates the District Manager or his or her designee to act as its representatives.
 - **b.** Upon request by the District Manager or his or her designee, 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, but no less than one (1) time per month.

- **D.** In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).
- **E.** Contractor shall use 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.
- **F.** Contractor shall be obligated to ensure that all trees, plants or other vegetation that are located near any roadways and being maintained in accordance with this Agreement comply with all local, State and Federal line-of-sight requirements.

5. COMPENSATION; TERM.

A.	As compensation for the Services described in this Agreement, the District agr	ees
to	pay the Contractor twelve (12) monthly payments of	
(\$_		

- **B.** The term of this Agreement shall be from October 1, 2021, through September 30, 2022, unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement may be renewed by the Parties for two (2) additional one-year terms at the prices reflected herein which renewal shall be agreed to in writing, executed by both Parties.
- C. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, change order, or work authorization to this Agreement. The Contractor shall be compensation for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- D. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of

taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from wages of employees.

E. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within forty-five (45) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within forty-five (45) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation

Statutory

General Liability (including Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation, if any.)

Bodily Injury (including contractual) \$1,000,000 Property Damage (including contractual) \$1,000,000

Employer's Liability \$1,000,000

Automobile Liability (if applicable) *Bodily Injury and Property Damage*

\$1,000,000

- **B.** The District, its staff, supervisors and consultants shall be named as additional insureds. 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 ("State"), and such carrier shall have a Best's Insurance Reports rating of A-VII.
- 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 to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

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, fines, 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) and any interest, all as actually incurred.
- 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.
- 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall 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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

- 10. 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 for breach of this Agreement, 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.
- 11. 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.
- 12. 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.
- Agreement with cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement; and that the Contractor may terminate this Agreement for any reason by providing ninety (90) days' written notice of termination to the District. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause by providing thirty (30) days' written notice of termination to the Contractor. 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.
- 14. 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.
- 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment of this Agreement without such prior written approval is void.
- 16. 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.

- 17. 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.
- 18. AGREEMENT. This instrument, together with Exhibits which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. As of the Effective Date, all prior agreements between the Parties shall terminate. In the event of any conflict between this instrument and Exhibit A, this instrument shall control.
- 19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.
- **20.** 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 District and the Contractor.
- 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- **22. 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 overnight delivery service, to the Parties, as follows:

A. If to the District: Deer Run

Community Development District 135 West Central Boulevard, Suite 320

Orlando, Florida 32801 Attn: District Manager

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

119 South Monroe Street, Ste. 300 (32301)

Post Office Box 6526 Tallahassee, Florida 32314 Attn: Katie S. Buchanan

B. If to the Contractor: Yellowstone Landscape, Inc.

3235 North State Street P.O. Box 849 Bunnell, Florida 32110 Attn: Tim Portland

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 Notice 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 other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

- 23. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor 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 District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.
- 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The exclusive venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Flagler County, Florida.
- 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential

and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Contractor acknowledges that the designated Public Records Custodian for the District is Ernesto Torres.

- IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 1-407-841-5524, JSHOWE@GMSCFL.COM, AND 135 W. CENTRAL BOULEVARD, SUITE 320, ORLANDO, FLORIDA 32801.
- 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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.
- 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be 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.
- 29. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
- **30.** E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if

there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

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

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

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

[Remainder of this page intentionally left blank]

ATTEST:	DEER RUN COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson, Board of Supervisors
	YELLOWSTONE LANDSCAPE, INC., a Delaware corporation
By:	By:

Exhibit A:

Exhibit B:

Scope of Services

Maintenance Area Map

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written

Exhibit A Scope of Services

Exhibit B Map of Maintenance Area



This instrument was prepared by and upon recording should be returned to:

Katie S. Buchanan, Esq. HOPPING GREEN & SAMS, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 (This space reserved for Clerk)

PERPETUAL NON-EXCLUSIVE ACCESS AND MAINTENANCE EASEMENT AGREEMENT

	This Easement Agreement ("Easement Agreement") is made and entered into this	
day of_	, 2021, 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 City of Bunnell, Florida, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District" or "Grantor"); and

BUNNELL LODGE NO. 200 FREE AND ACCEPTED MASONS OF FLORIDA, owner of lands within the boundaries of the District (herein defined), whose address is 220 Ocean Street, Jacksonville, Florida 32202 ("Grantee").

WITNESSETH

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure within the boundaries of the District; and

WHEREAS, Grantor is the owner of that certain real property located in City of Bunnell, Florida, being more particularly described and depicted on <u>Exhibit "A"</u> attached hereto and by this reference incorporated herein (collectively, "Easement Area"); and

WHEREAS, the Grantee has requested that the District grant to the Grantee a perpetual easement over the Easement Area for the purpose of ingress and egress to and from the Grantee's property abutting the Easement Area, and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

Now, Therefore, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.
- 2. Grant of Perpetual, Non-Exclusive Easement. Grantor hereby grants to the Grantee, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, a perpetual, non-exclusive access easement over, upon, under, though, and across the Easement Area for the purpose of accessing its adjacent property and installing and maintaining certain improvements necessary to properly maintain adjacent property. The Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from the District's use of the Easement Area.
- 3. BENEFICIARIES OF EASEMENT RIGHTS. This Easement shall be for the non-exclusive benefit and use of the District and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement.
- 4. INDEMNIFICATION. Grantee agrees to indemnify and hold the District harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence, in whole or in part, in the use of the Easement Area by Grantor, its agents, employees or independent contractors. Grantee agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.
- 5. BINDING EFFECT. This Easement Agreement and all of the provisions of this Easement Agreement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Area.
- 6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

		GRANTOR;
Signed, sealed and delivered in the presence of:	ed	DEER RUN COMMUNITY DEVELOPMENT DISTRICT
(Signature)		By: Robert S. Porter Its: Chairman, Board of Supervisors
(Print Name)		
(Signature)		
(Print Name)		
STATE OF FLORIDA COUNTY OF		
The foregoing instrument online notarization, this		ed before me by means of □ physical presence or □, 2021, by who □ is
personally known to me or	Approximation of the second	as identification.
		(Print name)
	4	Notary Public, State of Florida at Large

EXHIBIT A EASEMENT AREA

THE LANDS ALREADY ENCUMBERED BY THE "DRAINAGE EASEMENT" LOCATED ON **TRACT 1B-6, GRAND RESERVE PHASE 1A AND 1B,** AS RECORDED IN MAP BOOK 39 PAGE 6 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY.



SECTION IX



SECTION 1

DEER RUN COMMUNITY DEVELOPMENT DISTRICT

Summary of Check Register

July 01, 2021 through August 31, 2021

Fund	Date	Check Number	Amount
General Fund			
	7/7/21	1399-1400	\$ 251.48
	7/20/21	1401-1403	\$ 137,415.51
	7/29/21	1404	\$ 352.15
	8/2/21	1405-1411	\$ 36,358.72
Total			\$ 174,377.86

PAGE		
RUN 8/31/21		
YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER	08/31/2021 *** DEER RUN CDD - GENERAL FUND	BANK A DEER RIN COD
AP300R	*** CHECK DATES 07/01/2021 - 08/31	

352.15 001404	1 1 1 1 1	1 1 1	DIRECT TV	1 1 1 1 1 1 1 1
 	352.15	 * * 	7/19/21 03475268 202107 320-53800-41000 CABLE SERVICE JULY 21	7/29/21 00065
11,726.00 001403	 	1		1
	902.00	*		
	902.00	*	202106 32	
	902.00	*	202105 320-5380	
	902.00	*	202104 3	
	902.00	*	202103 3	
	902.00	*	202102 3	
	902.00	*	1/01/21 18002337 1200111NG 256 20 1/01/21 18002337 1200111NG 120 21	
	902.00	*	202012 3	
	902.00	*	202011 3	
	3,608.00	 * 	10/01/20 18002277 202010 320-53800-43000	7/20/21 00027
3,797.15 001402				
	3,797.15	 * 	7/19/21 09172021 202107 300-20700-10100	7/20/21 00035
,892.36 0014			DEER RUN CDD C/O RE	
1 1 1 1 1 1	121,892.36	 * 	7/20/21 00035 7/19/21 07192021 202107 300-20700-10100	7/20/21 00035
80.00 00		0	FLORIDA PEST CONTROL & CH	
	00.08	 * 	7/07/21 00066 6/04/21 921778 202106 320-53800-48400	7/07/21 00066
1			FLAGLER COUNT	
	55.08	*	6/25/21 10 222105 7 202106 7 20200	
	49.14	*	4/30/21 8 202104 3,00-20700-10200 COMMISSIONS DITE # 8	
	67.26	*	3/31/21 7 202103 300-20700-10200 COMMISSIONS DITE #7	7/07/21 00044
AMOUNT #	AMOUNT	STATUS	DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	CHECK VEND# DATE
			*** CHECK DATES 0//01/2021 - 08/31/2021 *** DEER RUN CDD - GENERAL FUND BANK A DEER RUN CDD	*** CHBCR DAILES

DRUN DEER RUN IARAUJO

300R * CHECK DAMPS 07/01/2021 = 08/31/20	YEAR-TO-DATE	FEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 8/31/21	PAGE
. Check Dailed 0// 01/2021 - 08/31/20.		DEST NOT CON TOTAL TONO	

PAGE 2	AMOUNT #	2 205 00 001405	8 8	5,529.17 001407	50 00	1 1 1 1 1 1 1
RUN 8/31/21	AMOUNT	135.00 110.00 1,960.00	1,615.00	2,652.25 83.33 208.33 .57 9.69 2,575.00	4,067.50	1,560.00 1,560.00 1,254.17 5,000.00 1,224.83
JTER CHECK REGISTER	STATUS	* * *	 * * 	I	1	
AP300R *** CHECK DATES 07/01/2021 - 08/31/2021 *** DEER RUN CDD - GENERAL FUND BANK A DEER RUN CDD	VEND#INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	00051 6/30/21 195177 202106 320-53800-47000 LAKE MAINTENANCE JUNE 21 6/30/21 195178 202106 320-53800-47000 LAKE MAINTENANCE JUNE 21 6/30/21 195179 202106 320-53800-47000 LAKE MAINTENANCE JUNE 21	RRY ENGINEERS INC.	00001 7/01/21 296 202107 310-51300-34000 MANAGEMENT FEES JULY 21 7/01/21 296 202107 310-51300-35100 INFORMATION TECH JULY 21 7/01/21 296 202107 310-51300-31300 DISSEMINATION SVC JULY 21 7/01/21 296 202107 310-51300-51000 OFFICE SUPPLIES JULY 21 7/01/21 296 202107 310-51300-42000 POSTAGE JULY 21 7/01/21 296 202107 310-51300-42000 POSTAGE JULY 21 7/01/21 297 202107 320-53800-12000 FIELD MANAGEMENT JULY 21 GOVERNMENTAL MANAGEMENT SERVICES	6/30/21 123720 202105 GENERAL COUNSE - 7/06/21 11129559 202107 POOL CHEMICALS	00056 6/30/21 80 202106 320-53800-12100 ASSISTANT MANAGER JUNE 21 7/01/21 79 202107 320-53800-48300 7/01/21 79 202107 320-53800-48000 POOL MAINTENANCE JULY 21 7/01/21 79 202107 320-53800-12100 FACILITY MAINT JULY 21 7/13/21 81 202107 320-53800-59000 7/13/21 82 202106 320-53800-50000 FACILITY MAINT JUNE 21 7/13/21 82 202106 320-53800-50000
AP300R *** CHECE	CHECK	8/02/21	8/02/21	8/02/21 00001	8/02/21 00004 8/02/21 00059	8/02/21 00056

IARAUJO DRUN DEER RUN

PAGE 3	AMOUNT #			11,252.53 001410		10,939.52 001411
RUN 8/31/21	AMOUNT	414,02	70.95		10,939.52	1 1 1 1 1 1 1 1 1
	STATUS	**	-k	NI.	 	
AP300R *** CHECK DATES 07/01/2021 - 08/31/2021 *** DEER RUN CDD - GENERAL FUND BANK A DEER RUN CDD	CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	7/13/21 82 202106 320-53800-54000	7/13/21 82 22.106 32 2-53800-57000 OFFICE SUPPLIES JUNE 21	RIVERSIDE MANAGEMENT SERVICES, INC	8/02/21 00042 7/15/21 PC 24241 202107 320-53800-46000 Table 1. AND CAPE MAINT THIN 21	YELLOWSTONE LANDSCAPE

174,377.86 174,377.86

TOTAL FOR BANK A TOTAL FOR REGISTER

DRUN DEER RUN IARAUJO

SECTION 2

Community Development District

Unaudited Financial Reporting July 31, 2021



Table of Contents

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

Community Development District Combined Balance Sheet July 31, 2021

	General Fund	Se	ettlement Fund	De	ebt Service Fund	Сарі	tal Projects Fund	Gover	Totals nmental Funds
Assets:									
Cash									
Operating Account	\$ 111,360	\$	10,707	\$	_	\$	_	\$	122,067
Series 2008			ŕ			•			,
Reserve	\$ 	\$	-	\$	57	\$		\$	57
Revenue	\$	\$	-	\$	559	\$		\$	559
Series 2018						-		•	
Reserve	\$	\$	-	\$	403,537	\$	-	\$	403,537
Revenue	\$	\$	-	\$	339,137	\$	2	\$	339,137
Interest	\$	\$	-	\$	1	\$	-	\$	1
Prepayment	\$	\$	-	\$	1,954	\$	2	\$	1,954
Sinking Fund	\$	\$		\$	1	\$		\$	1
Construction	\$	\$	-	\$	-	\$	22,024	\$	22,024
Due From Developer	\$ 1,258	\$	-	\$	-	\$		\$	1,258
Total Assets	 112,617	\$	10,707	S	745,246	5	22,024	S	890,594
Liabilities:									
Accounts Payable	\$ 41,717	\$	_	\$	-	\$	*	\$	41,717
Unearned Revenue	\$	\$	11,050	\$	-	\$	-	\$	11,050
Due To Other	\$	\$	-	\$	-	\$	-	\$	-
Deferred Revenue	\$ 1,005	\$	-	\$	-	\$	2	\$	1,005
Total Liabilities	\$ 42,722	\$	11,050	\$		\$		\$	53,772
Fund Balances:									
Unassigned	\$ 69,895	\$	(343)	\$	-	\$	-	\$	69,552
Assigned for Debt Service	\$ -	\$	-	\$	745,246	\$	_	\$	745,246
Assigned for Capital Projects	\$:::::::::::::::::::::::::::::::::::::::	\$	-	\$	1,91	\$	22,024	\$	22,024
Total Fund Balances	\$ 69,895	\$	(343)	\$	745,246	\$	22,024	\$	836,822
Total Liabilities & Fund Balance	\$ 112,617	\$	10,707	\$	745,246	\$	22,024	\$	890,594

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		rated Budget	75.0	Actual	Variance
	Dunger	481	441131141	101	401/21/41	Variation
Revenues						
Assessments - Tax Roll	\$ 201,183	\$	201,183	\$	200,933	\$ (249
Assessments - Direct	\$ 365,637	\$	365,637	\$	365,67 6	\$ 39
Golf Course Lake Maintenance Contribution	\$ 4,800	\$	3,015	\$	3,015	\$
Miscellaneous Income	\$ -	\$	•	\$	1,310	\$ 1,310
Total Revenues	\$ 571,620	\$	569,835	\$	570,934	\$ 1,09
Expenditures:						
General & Administrative:						
Supervisor Fees	\$ 4,000	\$	3,333	\$	2,200	\$ 1,133
FICA Expense	\$ 306	\$	255	\$	168	\$ 8
Engineering	\$ 3,550	\$	2,958	\$	13,025	\$ (10,06
Dissemination	\$ 2,500	\$	2,083	\$	2,083	\$
Attorney	\$ 12,000	\$	10,000	\$	10,450	\$ (45
Annual Audit	\$ 3,535	\$	-	\$	54	\$,
Trustee Fees	\$ 3,500	\$	-	\$	3.5	\$
Arbitrage	\$ 450	\$	450	\$	450	\$
Assessment Roll Services	\$ 2,500	\$	2,500	\$	2,500	\$
Management Fees	\$ 31,827	\$	26,523	\$	26,523	\$
Information Technology	\$ 1,000	\$	833	\$	843	\$ (1
Telephone	\$ 100	\$	83	\$	-	\$ 8:
Postage	\$ 600	\$	500	\$	310	\$ 19
Insurance	\$ 6,630	\$	6,630	\$	6,328	\$ 30:
Printing & Binding	\$ 800	\$	667	\$	143	\$ 52
Travel Per Diem	\$ 250	\$	208	\$	-	\$ 20
Legal Advertising	\$ 1,330	\$	1,108	\$	181	\$ 92
Other Current Charges	\$ 800	\$	800	\$	1,594	\$ (79-
Office Supplies	\$ 100	\$	83	\$	42	\$ 4
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$
Total General & Administrative:	\$ 75,953	\$	59,191	\$	67,016	\$ (7,82
Operations and Maintenance Expenses						
Maintenance						
Field Management	\$ 30,900	\$	25,750	\$	25,750	\$
Electric	\$ 45,216	\$	37,680	\$	62,346	\$ (24,66
Water & Sewer	\$ 10,000	\$	8,333	\$	6,672	\$ 1,66
Landscape Maintenance	\$ 121,900	\$	101,583	\$	98,872	\$ 2,71
Landscape Contingency	\$ 6,000	\$	5,000	\$	6,066	\$ (1,06
Lake Maintenance	\$ 26,460	\$	22,050	\$	22,050	\$
Water Feature Maintenance	\$ 8,000	\$	6,667	\$	2,597	\$ 4,07
Irrigation Repairs	\$ 3,000	\$	3,000	\$	9,648	\$ (6,64
Contingency	\$ 500	\$	417	\$	460	\$ [43

Community Development District General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	A3									
Name and Address of the Owner, where the Party of the Owner, where the Party of the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner,		Adopted	Pro	rated Budget		Actual				
		Budget	Thr	u 07/31/21	Thr	07/31/21		Variance		
Amenity Center										
Amenities Management	\$	78,750	\$	(5,005		55.400		40.400		
Property Insurance	\$	32,838	\$	65,625 32,838	\$ \$	55,138	\$	10,488		
Pool Maintenance	\$	18,492	\$	15,410	\$	33,771 12,542	\$ \$	(933)		
Pool Chemicals	\$	8,500	\$	7.083	\$	4,259	\$	2,868 2,824		
Janitorial Services	\$	18,720	\$	15,600	\$	16,580	\$			
Pest Control	\$	1,000	\$	833	\$	721	\$	(980) 112		
Facilities Maintenance	\$	25,000	\$	20,833	\$	13,458	\$	7,375		
Cable, Internet & Telephone Services	\$	5,000	\$	4,167	\$	4,289	\$	(122)		
Electric - Amenities	\$	18,000	\$	15,000	\$	9,799	\$	5,201		
Water & Sewer - Amenities	\$	6,000	\$	5,000	\$	18.295	\$	(13,295)		
Gas Service	\$	750	\$	625	\$	667	\$	(42)		
Trash Removal	\$	300	\$	250	\$	-	\$	250		
Security Monitoring	\$	1,500	\$	1,250	\$	_	\$	1,250		
Access Cards	\$	1,000	\$	833	\$	_	\$	833		
Operating Supplies	Š	500	\$	417	\$	345	\$	72		
Amenity Repairs & Maintenance	\$	5,000	\$	5,000	\$	13,425	\$	(8,425)		
Pool Repairs & Maintenance	\$	200	\$	167	\$	9,412	\$	(9,245)		
Special Events	Ś	10,000	\$	8,333	\$	6,079	\$	2,255		
Holiday Décor	\$	4,000	\$	2,000	\$	-	\$	2,000		
Fitness Center Repairs & Maintenance	\$	500	\$	417	\$	_	\$	417		
Office Supplies	\$	1,000	\$	833	\$	548	\$	285		
ASCAP/BMI Licenses	\$	600	\$	500	\$		\$	500		
Elevator Maintenance	\$	2,000	\$	1,667	\$	-	\$	1,667		
Contingency	\$	4,041	\$	3,368	\$	1,368	\$	2,000		
Total Amenity Center	\$	243,691	\$	208,049	\$	200,696	\$	7,353		
Total Operations and Maintenance Expenses	\$	495,667	s	418,529	\$	435,157	\$	(16,628)		
Total Expenditures	\$	571,620	\$	477,720	i s	502,173	5	(24,458)		
Excess Revenues (Expenditures)	\$.73		\$	68,761	438			
Fund Balance - Beginning	\$	74			\$	1,134		E ILW		
Fund Balance - Ending	5		Mo	THE REAL PROPERTY.	\$	69,895	(818 J			

Community Development District

Settlement Monitoring Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		pted lget	d Budget		Actual		Variance	
Revenues								
Environmental Mitigation Credit	\$	-	\$ -	\$	-	\$	-	
Total Revenues	S	en 11.	\$	\$		\$		
Expenditures:								
Misellaneous Expense	\$	-	\$ -	\$	343	\$	(343)	
Total Expenditures	\$		\$	s	343	\$	(343)	
Excess Revenues (Expenditures)	\$			\$	(343)			
Fund Balance - Beginning	\$	7 G		\$	***		- 75	
Fund Balance - Ending	\$	3/11/1	Tex (Tex o	\$	(343)	all Part		

Community Development District

Debt Service Fund- 2018

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pro	rated Budget	Actual			
		Budget	Thr	u 07/31/21	Thr	u 07/31/21	0.1	Variance
Revenues								
Assessments - Tax Collector	\$	166,556	\$	166,556	\$	165,477	\$	(1,079)
Assessments - Direct	\$	487,569	\$	487,569	\$	487,569	\$	-
Interest	\$	4,000	\$	3,333	\$	57	\$	(3,276)
Total Revenues	\$	658,125	\$	657,459	\$	653,104	\$	(4,355)
Expenditures:								
Interest - 11/1	\$	247,545	\$	247,545	\$	236,733	\$	10,813
Special Call - 11/1	\$	-	\$	-	\$	10,000	\$	(10,000)
Principal - 5/1	\$	180,000	\$	180,000	\$	180,000	\$	-
Interest - 5/1	\$	235,665	\$	236,458	\$	236,458	\$	-
Total Expenditures	\$	663,210	\$	664,003	\$	663,190	\$	813
Excess Revenues (Expenditures)	\$	(5,085)			\$	(10,086)		
Fund Balance - Beginning	ş	363,635			\$	755,332		
Fund Balance - Ending	\$	358,550			\$	745,246	185	TOTAL SET S

Community Development District

Capital Projects Funds - Series 2018

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ado	pted iget		d Budget		Actual	Var	tance
Revenues								
Interest	\$	-	\$	-	\$	2	\$	2
Total Revenues	s		\$		\$	2	\$	2
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$		s		s		\$	
Excess Revenues (Expenditures)	\$				s	2	10 11 12	
Fund Balance - Beginning	\$			75	s	22,022		
Fund Balance-Ending	3	全世 成學。	1990	A STATE	\$	22,024		A- 15-

Deer Run
Community Development District
Month to Month

						Month to Month	Монш							
11 11 11 11 11 11 11 11 11 11 11 11 11		000	Nov	Dec	Jan	Feb	Mar	Apr	May	Min	Ta.	Aug	e e	Total
Revenues														
Assessments - Tax Roll	49		14,805 \$	163,297 \$	•	15,682 \$	2,301 \$	•	3,369 \$	1.479 \$,	49	•	200.933
Assessment - Direct	49	•	51,039 \$		1	91,409 \$	49	4		91,409 \$	1	· ss	,	365,676
Golf Course Lake Maintenance Contribution		,	t/1	1,005 \$	•	45	1,005 \$	•	69	1,005 \$	**	\$\$ -	,	3,015
Miscellaneous Income	44	,	•	\$ 1	100 \$	47	510 \$	•	9	200 \$	\$ 005	1	6/1	1,310
Total Revenues	**	•	65,844 \$	296,120 \$	\$ 901	107,092 \$	3,816 \$	•	3,369 \$	94,093 \$	\$ 005	**	-49	570,934
Expenditures:														
General & Administrative:														
Supervisor Fees	49	•		•	400 \$	1	сл	1,000 \$	•	\$ 008	•		1	2,200
FICA Expense	49	69 1	1	**	31 \$	•	1	27 \$	•	61 \$	· 65		•	168
Engineering	45	67	49	49	\$	525 \$	2,615 \$	3,120 \$	5,150 \$	1,615 \$	1	•	ψ? ,	13,025
Dissemination	44	208 \$	208 \$	208 \$	208 \$	\$ 802	208 \$	208 \$	208 \$	208 \$	208 \$	1	,	2,083
Ашотеу	•	,	550 \$	326 \$	2,262 \$	516 \$	2,311 \$	419 \$	4,068 \$	**	\$9	\$,	10,450
Annual Audit	**	1	S	•	1	6A ·	,	•	•		⇔	€A		
Trustae Fees	69	,	,	(4)	1	•	69	•	•	1	€9	vs ,	,	i
Arbitrage	69 4	• •			1	450 \$	•	69 •	(/)	1	49 ·	tes -	1	420
Assessment Roll Services	v s (2,500 \$	· ·	· .			•	•	•	1	€9	59 (•	2,500
Management Fees	v9- (2,652 \$	2,652 \$	2,652 \$	2,652 \$	2,652 \$	2,652 \$	2,652 \$	2,652 \$	2,652 \$	2,652 \$	69 4 1	6 9 1	26,523
Tologhome	A 4	# # 50	83	\$ B	e 4	e e	F 4	* * *	* * E	e 4 E	99 4 90	A 4	,	843
Poetson	n •	103	, ,	, t	* *	· -	, ,	, r.	* 00°	· ·	, c	n •		, 016
Insurance	* **	6,328 \$	· •		· •	9	· •	* 49	· •	» v			* 49	6.328
Printing & Binding	₩	6	,	49		49 \$	80	35 \$	•	43 \$	49	•	**	143
Travel Per Diem	49	1	1	49	•	44	•	٠	•	6	44	49	€ ?	•
Legal Advertising	₩	84 \$	•	€ ?	49	15	49 \$	•	\$ 64	₩	,	₩	•	181
Other Current Charges	₩.	140 \$	250 \$	173 \$	302 \$	108 \$	129 \$	156 \$	\$ 65	72 \$	204 \$	⇔	•	1,594
Office Supplies	₩.	1 \$	\$ 0	\$	1 \$	13 \$	\$ F	13 \$	\$	13 \$	1 **	•	\$	42
Dues, Hoenses & Subscriptions	₩.	175 \$,	1	•		1	•	••	⇔	**	•	\$	175
Total General & Administrative:	*	12,292 \$	3,765 \$	3,450 \$	6,002 \$	4,615 \$	8,070 \$	\$ 861,7	12,308 \$	\$, 855,8	3,158 \$	\$.	•	67,016
Operations and Maintenance Expenses														
Maintenance														
Field Management	67	2,575 \$	2,575 \$	2,575 \$	2,575 \$	2,575 \$	2,575 \$	2,575 \$	2,575 \$	2,575 \$	2,575 \$	1	69	25,750
Electric	₩;	8,443 \$	5,335 \$	\$ 865'5	5,935 \$	5,718 \$	5,761 \$	6,253 \$	6,378 \$	6,486 \$	6,439 \$	S	69	62,346
Water & Sewer	₩.	\$ 619	\$ 02	201 \$	804 \$	201 \$	1,445 \$	846 \$	922 \$	\$ 692	844 \$	₩	6/1	6,672
Landscape Maintenance	₩	417 \$	10,940 \$	10,940 \$	10,940 \$	10,940 \$	10,940 \$	10,940 \$	10,940 \$	10,940 \$	10,940 \$	νι ι	•	98,872
Landscape Contingency	₩.	,	,	υ		3,390 \$	•	1,114 \$	1,562 \$	(5)	1	•	•	990'9
Lake Maintenance	₩.	2,205 \$	2,205 \$	2,205 \$	2,205 \$	2,205 \$	2,205 \$	2,205 \$	2,205 \$	2,205 \$	2,205 \$	•	,	22,050
Water Feature Maintenance	69 4	40.4	1 (265 \$	so 1	2,080 \$	251 \$	1	•	•	•		· ·	2,597
irrigation Repairs Contingency	n 41	7,945 ×	282	8 4 4		375 \$	\$ 525	va va	, 78	· ·		w w		9,648
	. 1		,		,			•	1		•		,	
Total Maintenance	40	22,204 \$	21,657 \$	22,379 \$	22,459 \$	27,483 \$	23,703 \$	23,932 \$	24,666 \$	22,975 \$	23,002 \$	45	•	234,461

Deer Run Community Development District Month to Month

	5 0		NOV	Dec	lan	Feb	Mar	Арг	Мау	nu n	Jul Aug	des #		Total
Amenity Center														
Amenities Management \$	5,338	49	\$ 000'5	5,263 \$	\$ 000'5	5,188 \$	6,150 \$	\$,775	\$,250 \$	6,063 \$	6,113 \$	\$	69	55,138
Property Insurance \$	33,771	\$	49	1	•	**	•	49	49	69	•	49	6/3 1	33,771
Pool Maintenance \$	1,254	**	1,254 \$	1,254 \$	1,254 \$	1,254 \$	1,254 \$	1,254 \$	1,254 \$	1,254 \$	1,254 \$	\$	6/3 1	12,542
Pool Chemicals \$	795	49	480 \$	\$	180 \$	532 \$	443 \$	5 9	\$ 089	450 \$	\$ 052	55	6 5	4,259
Janitorial Services \$	1,560	₩.	1,560 \$	1,560 \$	2,340 \$	1,760 \$	1,560 \$	1,560 \$	1,560 \$	1,560 \$	1,560 \$	\$9 1	\$	16,580
Pest Control \$	98	\$9	81 \$	\$ 9	\$ 08	\$ 08	\$ 08	\$ 08	\$ 08	\$ 08	\$ 08	55	€ ?	721
Facilities Maintenance \$	1,044	49	3,342 \$	1,032 \$	770 \$	2,834 \$	1,021 \$	••• •	2,048 \$	\$ 999	702 \$	10	69	13,458
Cable, Internet & Telephone Services	523	**	167 \$	528 \$	1,092 \$	170 \$	323 \$	291 \$	334 \$	340 \$	522 \$	\$	₩	4,289
Electric - Amenities \$	934	**	931 \$	\$ 656	1,043 \$	\$ 596	902 \$	\$ 966	\$ 866	1,020 \$	1,056 \$	49	€A ,	664'6
Water & Sewer - Amenities \$	1,810	44	\$ 66	\$ 966	1,477 \$	\$ 966	49	2,399 \$	3,497 \$	2,710 \$	4,309 \$	57	59 1	18,295
Gas Service \$	35	44	52 \$	\$ 89	73 \$	\$ 85	\$ \$8	\$ 89	\$ 88	78 \$	61 \$	57	ده •	299
Trash Removal	•	49	•	•	69	44	٠,	49	÷5	⇔	€ ?	49	⊌ 9	•
Security Monitoring \$	•	49	69	47	6/9 ,	4/1	49	69	•	\$ 7	•	69	٠,	•
Access Cards		₩.	•	95		•	49	49	•	\$7	•	44	\$ 7	
Operating Supplies \$	148	40	\$ 29	87 \$		\$	43 \$	49	•	69 1	٠.	49	\$	345
Amenity Repairs & Maintenance	1,223	49	8,317 \$	87 \$	825 \$	411 \$	476 \$	·	\$ 985	1,006 \$	494 \$	40	59	13,425
Pool Repairs & Maintenance		49	10	69 F	3,925 \$	<>>	1,344 \$	218 \$	3,925 \$	1	4/9	40	\$	9,412
Special Events	795	69	2,072 \$	416 \$	794 \$	69	•	3 6 8	398 \$	1	1,225 \$	**	••	6'0'9
Holiday Décor		59	10	•	€9	59	•	55 1	19	55	\$ \$	4 5	€ 5	•
Fitness Center Repairs & Maintenance		69	•	•	€9	49	1	49	49	••	\$	\$	4 4	•
Office Supplies \$	126	49	42 \$	21 \$	€9	\$ 62	28 \$	1	143 \$	7.1 \$	38 \$	\$5	69	548
ASCAP/BMI Licenses	•	69	69	•	49	69 1	1	\$77 1	49	€	6/3 1	\$5	€	
Elevator Maintenance	,	49	69	•	59	1	10	1	5 9	69	€7	\$\$	49	
Contingency \$	1,368	₩	49		49	¥9	40	**	έ Α	1	193	€9	e G	1,368
Total Amenity Center	50,803	•	23,463 \$	12,271 \$	18,854 \$	14,327 \$	13,708 \$	13,021 \$	20,787 \$	15,298 \$	18,164 \$	υn .	5	200,696
Total Operations and Maintenance Expenses \$	73,007	**	45,120 \$	34,649 \$	41313 \$	\$ 01879	37,411 \$	36,953 \$	45,453 \$	38,273 \$	41,167 \$	*	**	435,157
Total Expenditures \$	85,299	*	48,885 \$	38,099 \$	47,315 \$	46,425 \$	45,481 \$	44,751 \$	\$ 192'25	43,831 \$	44,325 \$	5	*	502,173
The Control of the Co												2		

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 \$403,537

BONDS OUTSTANDING - 08/02/18 \$11,175,000 LESS: PRINCIPAL PAYMENT - 05/01/19 (\$205,000) LESS: PRINCIPAL PAYMENT - 05/01/20 (\$215,000) LESS: SPECIAL CALL - 05/01/19 (\$430,000) LESS: SPECIAL CALL - 11/01/19 (\$895,000) LESS: SPECIAL CALL - 05/01/20 (\$75,000) LESS: SPECIAL CALL - 08/01/20 (\$640,000) LESS: SPECIAL CALL - 11/01/20 (\$10,000)

CURRENT BONDS OUTSTANDING \$8,705,000

Community Development District Special Assessment Receipts Fiscal Year 2021

	ON ROLL ASSESSMENTS	-	Gross Assessments Net Assessments	\$366,535.80 \$363,343.65	\$ 211,854.29 \$ 199,143.03	\$ 174,681.51 \$ 164,200.62 Corine 2018	
					54.81%	45.19%	100.00%
DESCRIPTION GROSS AMT COMMISSIONS		DISC/PENALTY	INTEREST	NET RECEIPTS	O&M Portion	DSF Portion	Total
Ck# 60784 \$1,286.42	\$25.73	\$0.00	\$0.00	\$1,260.69	\$690.96	\$569.73	\$1,260.69
Ck# 60809 \$0.00	\$0.00	\$0.00	\$108.03	\$108.03	\$59.21	\$48.82	\$108.03
\$27,274.26	\$523.35	\$1,106.57	\$0.00	\$25,644.34	\$14,055.27	\$11,589.07	\$25,644.34
Ck# 61020 \$301,589.51 \$:	5,790.51	\$12,064,21	\$0.00	\$283,734.79	\$155,510.65	\$128,224.14	\$283,734.79
\$15,043.63	\$289.91	\$548.04	\$0.00	\$14,205.68	\$7,785.91	\$6,419.77	\$14,205.68
\$10,281,04	\$199.45	\$308.45	\$0.00	\$9,773.14	\$5,356.51	\$4,416.63	\$9,773.14
	\$384.49	\$412.02	\$0.00	\$18,840.08	\$10,325,96	\$8,514.12	\$18,840.08
Ck#61709 \$4,327.01	\$85.67	\$43.27	\$0.00	\$4,198.07	\$2,300.90	\$1,897.17	\$4,198.07
Ck# 4826 \$0.00	\$0.00	\$0.00	\$242.82	\$242.82	\$242.82	\$0.00	\$242.82
	\$67.26	\$0.00	\$0.00	\$3,295.83	\$1,806.39	\$1,489.44	\$3,295.83
Ck# 61970 \$2,456.86	\$49.14	\$0.00	\$0.00	\$2,407.72	\$1,319.63	\$1,088.09	\$2,407.72
Ck# 62209 \$2,635.30	\$55.08	\$0.00	\$118.58	\$2,698.80	\$1,479.17	\$1,219.63	\$2,698.80
TOTAL \$387,893.71	\$7,470.59	\$14,482.56	\$469.43	\$366,409.99	\$200,933.38	\$165,476.61	\$366,409.99

DIRECT ASSESSMENTS

Gross Percent Collected

100%

OR Horton						
			Net Assessments	\$853,206.62	\$365,637.17	\$487,569.45
ATE	DUE	CHECK	NET	AMOUNT	GENERAL	DEBT SERVICE
CEIVED	DATE	NO.	ASSESSED	RECEIVED	FUND	FUND 2019
12/11/20	11/1/20	1188816/1210032	\$426,603.31	\$426,641.84	\$182,857.11	\$243,784.73
26/21	2/1/21	1250500	\$213,301.65	\$213,301,65	\$91,409.29	\$121,892.36
15/21	5/1/21	1298680	\$213,301.65	\$213,301.65	\$91,409.29	\$121,892,36
			\$853,206.61	\$853,245.14	\$365,675.69	\$487,569,45

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 2022 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 24, 2021 – 6:00 PM (week of Thanksgiving, consider

rescheduling) January 26, 2022 March 23, 2022

Exception: May 25, 2022 – 6:00 PM

July 27, 2022

Exception: August 24, 2022 – 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: September 7,2021

To: Deer Run Board of Supervisors

Ernesto Torres, Richard Whetsel

From: Tom Chewning, 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

- Florida Pest Control has sprayed for the month
- Fire Extinguisher were checked by life safe
- o Pressure washing of the chairs, curbs, pavers have been completed
- O Replaced one outdoor trash lid to see if it will keep the animals out of the trash
- o Fixed Grill Starter again
- o Renewed the elevator certificate
- o AED machine was inspected, and the pads were switched out.

Amenity Manager Event Summary

Special Events:

- August 6th Kids Game Night
- August 14th Waffle Bar
- August 23 Craft Night

Rentals

- August 7th Birthday Party
- August 8th Baby Shower
- August 21 Birthday Party
- August 22 Birthday Party

Up Coming Rentals

- September 4th
- September19th

Classes:

Aqua Zumba Wednesday Morning

Community Organized Events:

- Ladies Night is first Tuesday of the month.
- Bunco has started every third Thursday.
- Pickleball on Tuesday, Thursday, Saturday, and Sunday
- Poker Night the second and fourth Friday
- Acoustic Night the last Saturday of the month.
- Old School Game Night
- Grand Reserve Pride one Saturday out of the month
- Sunday 10am and Thursday 7pm non-denominational service
- Community Craft Night

Scheduled Future Events

- September 3rd Kids Night
- September 17 BINGO
- Meet the Mayor TBD
- October 1 Kids Costume Party and Games
- October 30 Acoustic Saturday Costume Party
- October BINGO TBD
- November 5th Kids Game Night
- November 20th Craft Show
- November BINGO TBD

Other Projects

- Working on getting approved for Night Swimming
- Still gathering information about outdoor TV solution
- Working with the irrigation team and William on irrigating the sod just put in
- Putting together a decoration team to help lower the coast of holiday decoration

SECTION 5

Deer Run Community Development District

219 E. Livingston St, Orlando Florida 32801

Memorandum

DATE: September 7th, 2021

TO: Ernesto Torres via email

District Manager

FROM: William Viasalyers

Field Services Manager

RE: Deer Run CDD Monthly Managers Report – September 7th, 2021

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.
- 3. Staff is working with lake vendor to apply odor eliminator for swale along lakeside landing

Landscaping:

- 1. Yellowstone continues to perform their contractual duties.
- 2. Yellowstone landscaping enhancement proposal-Update
- 3. Yellowstone irrigation pump replacement-update
- 4. Palm Tree pruning -Update
- 5. Sod install on cul-de-sac off grand par dr-Staff working with Dr Horton to complete this project
- 6. Staff has been working with Yellowstone to get any concerns at previous board meeting addressed

Other:

- 1. Staff painted letters at 100 entrance
- 2. Staff had Yellowstone remove damage fence near grand reserve dr and grand reserve blvd
- 3. Staff worked with Yellowstone to get 100 entrance autofill replaced

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

Respectfully,

William Viasalyers