

*Deer Run Community
Development District*

Agenda

November 30, 2022

AGENDA

Deer Run Community Development District

475 West Town Place

Suite 114

St. Augustine, Florida 32092

District Website: www.DeerRunCDD.com

November 23, 2022

Board of Supervisors
Deer Run Community Development District

Dear Board Members:

The Deer Run Community Development District Meeting is scheduled for **Wednesday, November 30, 2022 at 6:00 p.m.** at the Island Club, 501 Grand Reserve Drive, Bunnell, Florida 32110.

Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comments *(regarding agenda items below)*
- III. Organizational Items
 - A. Oath of Office for Newly Elected Supervisors
 - B. Information for Newly Elected Supervisors
 - C. Election of Officers, Resolution 2023-01
- IV. Consideration of Resolution 2023-02, Amending Records Retention Policy
- V. Ratification of Audit Engagement Letter for Fiscal Year 2022 with Berger, Toombs, Elam, Gaines & Frank
- VI. Consideration of Proposal from Terracon for Wetland/Upland Buffer Restoration
- VII. Consideration of Renewal Proposals for Fiscal Year 2023 Services
 - A. Applied Aquatic
 - 1. Ponds Associated with Deer Run CDD
 - 2. Entrance Pond at Deer Run

- B. Yellowstone Landscape
- VIII. Discussion of Amenity Center Landscape Renderings
- IX. Update on CDD Owned Road in Community
- X. Update for New Supervisors on Past and Current Issues
- XI. Staff Reports
 - A. Attorney
 - B. Engineer – Consulting Engineer Report
 - C. District Manager
 - D. Operations Manager - Report
 - E. Amenity Manager - Report
- XII. Supervisor’s Request
- XIII. Public Comments
- XIV. Approval of Consent Agenda
 - A. Approval of the Minutes of the August 24, 2022 Meeting
 - B. Balance Sheet as of October 31, 2022 and Statement of Revenues and Expenses for the Period Ending October 31, 2022
 - C. Assessment Receipt Schedule
 - D. Approval of Check Register
- XV. Next Scheduled Meeting – 01/25/23 @ 6:00 p.m.@ Island Club
- XVI. Adjournment

THIRD ORDER OF BUSINESS

C.

RESOLUTION 2023-01

**A RESOLUTION DESIGNATING OFFICERS OF THE
DEER RUN COMMUNITY DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the Deer Run Community Development District at a regular business meeting held on November 30, 2022 desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice-Chairperson
<u>James Oliver</u>	Secretary
<u>James Oliver</u>	Treasurer
<u>Marilee Giles</u>	Assistant Treasurer(s)
<u>Darrin Mossing</u>	
<u>Daniel Laughlin</u>	
<u>Howard McGaffney</u>	
<u>Marilee Giles</u>	Assistant Secretary(s)
<u>Daniel Laughlin</u>	
<u>Darrin Mossing</u>	
<u>Howard McGaffney</u>	

PASSED AND ADOPTED THIS 30TH DAY OF NOVEMBER, 2022.

Chairman / Vice Chairman

Secretary / Assistant Secretary

FOURTH ORDER OF BUSINESS

MEMORANDUM

TO: Deer Run Community Development District

FROM: Katie S. Buchanan

DATE: November 23, 2022

RE: Retention Requirements for Transitory Messages and Electronic Records Updates

On June 10, 2010, the District approved Resolution 2010-06, adopting a policy relating to the retention and disposition of its public records. The District's Record Retention Policy currently remains in full force and effect. In order to ensure the District's record retention practices remain economically feasible and technologically practical, we are offering some clarification regarding the retention period for records of short-term value. Additionally, we propose modifications to designate the electronic record as the official record of the district and allow for disposal of paper duplicate copies unless prohibited by any law, rule or ordinance.

According to the *General Records Schedule for State and Local Government Agencies* ("GS1-SL")¹ with which all community development districts must comply, records retention requirements "apply to records regardless of the format in which they reside."² This means that electronic communications, which include emails, instant messages, text messages, multimedia messages, chat messages, social networking, voicemail/ voice messaging, or other communications via electronic messaging technology or device, must be retained in accordance with the applicable section of the GS1-SL. Retention periods for electronic communications "are determined by the content, nature, and purpose of records, and are set based on their legal, fiscal, administrative, and historical values, regardless of the format in which they reside or the method by which they are transmitted."³

Electronic communications "created primarily to communicate information of short-term value" may fall under the Transitory Messages schedule set forth in GS1-SL.⁴ Transitory Messages do not "formalize or perpetuate knowledge and do not set policy, establish guidelines or

¹ Incorporated by reference in Rule 1B-24.003(1)(a), F.A.C.

² *General Records Schedule for State and Local Government Agencies*, Section V, Electronic Records.

³ *Id.* at Records Retention Schedules, Electronic Communications.

⁴ *Id.* at Records Retention Schedules, Transitory Messages, Item #146.

procedures, certify a transaction, or become a receipt.” Examples of Transitory Messages include, but are not limited to:

- reminder messages (“don’t forget the upcoming meeting”);
- email messages with short-lived or no administrative value (“thank you”)
- telephone messages lacking content (“Ms. Smith called – please return her call”);
- recipient copies of announcements of District sponsored events (“daily events email”); and,
- news releases received by the District strictly for informational purposes and unrelated to District programs or activities.

The retention requirement for Transitory Messages is “[r]etain until obsolete, superseded or administrative value is lost.”⁵ For example, an email message notifying employees of an upcoming meeting would only have value until the meeting has been attended or the employee receiving the message has marked the date and time in the calendar, at which time the message could be disposed of. In other words, an electronic communication intended for short-term value does not need to be retained once it is no longer needed. Unlike most other public records, the District may dispose of a transitory message once it is obsolete, superseded, or has lost its administrative value without having to document the disposition of the record, unless the record has been microfilmed or scanned and will serve as the record copy.⁶

⁵ *Id.*

⁶ *See* Rule 1B-24.003(9)(d), F.A.C.

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DEER RUN COMMUNITY DEVELOPMENT DISTRICT ADOPTING CERTAIN AMENDMENTS TO THE DISTRICT'S RECORD RETENTION POLICY; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapter 190, Florida Statutes, authorizes the Deer Run Community Development District ("**District**") to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, on June 10, 2010, the Board of Supervisors of the Deer Run Community Development District ("**Board**"), adopted Resolution 2010-06 providing for the adoption of the District's Record Retention Policy ("**Policy**"); and

WHEREAS, the Policy requires the District "retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same"; and

WHEREAS, the Board finds that it is in the best interest of the District to amend the Record Retention Policy as described in more detail in paragraph 2 below; and

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

1. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2010-06, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2010-06 that are not amended by this Resolution apply as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

2. AMENDMENT. The Records Retention Policy is hereby amended by inserting the language indicated in single underlined text (indicated textually in the same manner as the following example: underlined text) and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken text~~) as set forth herein:

The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), Florida Statutes, the rules adopted by the Division of Library and Information Services of the Department of State ("**Division**") pursuant to Section 257.36, Florida Statutes, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention

guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with the General Records Schedule for State and Local Government Agencies, Item #146, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. The District hereby determines the electronic record shall be considered the official record of all public records relating to District business and any paper originals are designated as duplicates which may be disposed of unless prohibited by any law, rule or ordinance. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

3. 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.

4. EFFECTIVE DATE. This Resolution shall take effect as of November 23, 2022.

Introduced, considered favorably, and adopted this 30th day of November 2022.

ATTEST:

**DEER RUN COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

FIFTH ORDER OF BUSINESS



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

September 25, 2022

Deer Run Community Development District
Governmental Management Services, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Deer Run Community Development District, (the "District"), which comprise governmental activities and each major fund as of and for the year ended September 30, 2022, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2022 and thereafter if mutually agreed upon by Deer Run Community Development District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA



Deer Run Community Development District
September 25, 2022
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- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



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The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



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- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Deer Run Community Development District's financial statements. Our report will be addressed to the Board of Deer Run Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Deer Run Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

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

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



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Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2022 will not exceed \$3,535 unless the scope of the engagement is changed, the assistance which of Deer Run Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by of Deer Run Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Deer Run Community Development District, of Deer Run Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



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Information Security – Miscellaneous Terms

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

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

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Deer Run Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Deer Run Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Deer Run Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Deer Run Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this engagement letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this engagement letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.



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

Deer Run Community Development District
September 25, 2022
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Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

JSDH, Secretary
October 11, 2022



Judson B. Baggett | 6815 Dairy Road
MBA, CPA, CVA, Partner | Zephyrhills, FL 33542
Marci Reutimann | (813) 788-2155
CPA, Partner | (813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs, PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Judson B. Baggett, CPA, CVA, Partner on 10/30/2019

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND DEER RUN COMMUNITY
DEVELOPMENT DISTRICT
(DATED SEPTEMBER 25, 2022)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GMS-CF, LLC
6200 LEE VISTA BLVD, SUITE 300
ORLANDO, FL 32822
TELEPHONE: 407-841-5524**

Auditor: J.W. Gaines

District: Deer Run CDD

By: _____

By: _____

Title: Director

Title: _____

Date: September 25, 2022

Date: _____

SIXTH ORDER OF BUSINESS



8001 Baymeadows Way, Suite 1
Jacksonville, FL 32256
P (904) 900-6494
F (904) 268-5255
Terracon.com

September 7, 2022

Ms. Angeline Dawd
Dewberry
800 North Magnolia Avenue, Ste. 1000
Orlando, Florida 32803

Telephone: 689-216-3775
E-mail : adawd@dewberry.com

**Re: Proposal for Wetland/Upland Buffer Restoration
Deer Run Golf Course
Flagler County, Florida
Terracon Proposal No. PEQ227405**

Dear Ms. Dawd:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Dewberry(Client) to provide wetland/upland buffer planting services for the above referenced project in Deer Run golf course in Bunnell, FL. This proposal outlines our understanding of the project, our planned work scope and associated fee, and our terms and conditions associated with the performance of this work.

If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the attached Agreement for Services. The terms, conditions, and limitations stated in the Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal. If you have questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,
Terracon Consultants, Inc.

Ryan Taylor
Senior Project Manager
(904) 470-2221
Ryan.Taylor@terracon.com

Gary K. Howalt, PWS
Senior Principal/Senior Scientific Consultant
(904) 470-2214
Gary.Howalt@Terracon.com

Attachments: Detailed Scope of Services
Agreement for Services

Proposal for Wetland/Upland Buffer Planting Services

Deer Run Golf Course ■ Flagler County, Florida

September 7, 2022 ■ Terracon Proposal No. PEQ227405



DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

The site is located west of US 1 and north of the city of Bunnell, in what was formerly known as Grand Reserve golf course. The project site consists of a residential housing development and associated golf course. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

Based on Terracon's understanding of the project, the wetland/upland buffer areas associated with areas 4, 10 and 11 were cleared and need to be replanted and re-established. This proposal will provide the necessary plantings to meet the requirements of St. Johns River Water Management District permits and/or approved restoration plans.

2.0 UPLAND BUFFER PLANTING

Terracon will supply and install the following native plant species within the upland buffer area along with a Planting Completion Report upon completion of the installation. Trees and shrubs will include the following:

Area 4-0.19 acre

Trees: 83 total, 7-gallon size

Slash Pine (*Pinus elliottii*)

Shrubs: 229 total, 3-gallon size

Wax Myrtle (*Myrica cerifera*)

Saw Palmetto (*Serenoa repens*)

Gallberry (*Ilex glabra*)

Area 10 0.05 acre

Shrubs: 60 total, 3-gallon size

Wax Myrtle (*Myrica cerifera*)

Grasses: 242 total, 4" plugs

Sand cordgrass (*Spartina bakeri*)

Area 11-0.02 acre

Trees: 9 total, 7-gallon size

Slash Pine (*Pinus elliottii*)

Shrubs: 25 total, 3-gallon size

Wax Myrtle (*Myrica cerifera*)

Saw Palmetto (*Serenoa repens*)

Gallberry (*Ilex glabra*)

A total of 92 trees (7-gallon size), 314 shrubs (3-gallon size) and 242 grasses (4' plug size) will be planted at the approved spacing/density provided in the 2009 restoration plan and plans provided by Dewberry.

Proposal for Wetland/Upland Buffer Planting Services

Deer Run Golf Course ■ Flagler County, Florida

September 7, 2022 ■ Terracon Proposal No. PEQ227405



Notes to Planting:

- Planting season for trees and/or shrubs is from September 1st to March 31st (weather permitting).
- Planting season for freshwater herbaceous materials is March 31st to September 30th (weather permitting).
- Planting season for salt marsh material is year-round (weather permitting).
- The mitigation area will be planted with nursery-grown plants or with transplants from native populations, whichever is available and approved by the regulatory agencies.
- Plants will be installed on specified offset centers, as defined by the associated permit, site plan, figure/map, etc.
- All plants provided and installed under the terms of the agreement are guaranteed to be of good quality, have adequate root mass, and be free of existing disease or defects at the time of installation.
- It is understood that some reasonable field adjustment and plant material changes may be necessary. Terracon will ensure that any minor modifications are properly approved by the appropriate permitting agency(ies).
- Terracon will require at least two weeks' notice of expected installation date prior to scheduling plant installation.
- Terracon guarantees 80 percent survivorship until the end of one year, and will replace any plant material we have installed (if installed within current planting season) in order to maintain this survivorship. Our guarantee does not include the loss of plant materials due to "acts of God" such as floods, drought, fire, or other catastrophic events, nor does it include losses due to theft, vandalism, incorrect grade elevations, chemical treatment or negligence by others, or other factors outside the control of our organization.

Responsibilities:

- Prior to plant installation and as applicable, Client must provide Terracon with a certified as-built survey or plan (when possible and if necessary) showing all dimensions, slopes, ground elevations, and water surface elevations referenced to NGVD.
- Client shall provide access to and make all provisions for Terracon personnel to enter upon private or public lands as necessary to perform the work required.
- Client and/or other will be responsible for all grading, sodding, and/or water level adjustment to ensure compliance with construction plan and normal water elevations as specified.

3.0 ADDITIONAL SERVICES NOT INCLUDED

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you and send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization.

4.0 SCOPE AND REPORT LIMITATIONS

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's

Proposal for Wetland/Upland Buffer Planting Services

Deer Run Golf Course ■ Flagler County, Florida

September 7, 2022 ■ Terracon Proposal No. PEQ227405



pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

The findings and conclusions presented in the final report will be based on the site's current utilization, the anticipated future use of the site, if provided to Terracon, and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees) or regulatory agency information used in the compilation of plans or reports. No warranties, express or implied, are intended or made.

5.0 SCHEDULE

Terracon is prepared to begin upon receipt of written notice to proceed. The planting will take approximately 1 week to complete.

6.0 COMPENSATION

Task	Fees
Upland Buffer Planting	\$10,000.00

The project will be invoiced monthly. Payments on invoices will be due in full within 30 days from the date of the invoice.

7.0 OUR COMMITMENT TO SAFETY

Safety is one of Terracon's core values and our commitment to an Incident and Injury-Free® philosophy is one of the pillars of our current Strategic Plan. Incident and Injury-Free (IIF) is about care and concern for our people. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. It is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and schedule. IIF is our commitment to our people, who we value for who they are and what they do. We strive to build health and safety into all aspects of our business and into the thinking of our employees.

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Dewberry Architects Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Deer Run Wetland Compliance project ("Project"), as described in Consultant's Proposal dated 09/06/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant: **Terracon Consultants, Inc.**

By: _____ Date: **9/7/2022**

Name/Title: **Gary K Howalt / Senior Principal/Senior Scientific Consultant**

Address: **8001 Baymeadows Way Ste 1
Jacksonville, FL 32256-7521**

Phone: **(904) 900-6494** Fax: **(904) 268-5255**

Email: **Gary.Howalt@terracon.com**

Client: **Dewberry Architects Inc.**

By: _____ Date: _____

Name/Title: **Angeline Dawd /**

Address: **800 N Magnolia Ave, Ste 1000
Orlando, FL 32803-3251**

Phone: **(689) 216-3775** Fax: _____

Email: **adawd@dewberry.com**

SEVENTH ORDER OF BUSINESS

A.

1.



TF :: (800) 408-8882 T :: (863) 533-8882 F :: (863) 534-3322

September 1, 2022

Deer Run CDD
C/o GMS
135 W. Central Blvd, Suite 320
Orlando, FL 32801

RE: Aquatic Plant Management Agreement

The present term for aquatic plant maintenance for the lagoon associated with your property is due for automatic renewal in October 2022. It is the desire of AAM, Inc., to continue the maintenance program.

Please refer to terms and conditions 14 on the back of your agreement which states, even if we do not receive a signed copy back your contract will automatically renew with an annual increase in October 2022.

Please review the proposal. If there are any questions, concerns or need for clarification, do not hesitate to call. If all meets with your approval, sign and return the **FILE COPY** of the agreement to our office.

We would like to thank you for your loyalty with AAM, Inc. and we look forward to being of continued service. If you have any questions, please contact our office.

Sincerely,

Telly R. Smith

Enclosure



FILE COPY

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

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to: **Deer Run CDD**

Date: **September 1, 2022**

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

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and **GMS Central Florida** hereafter called "Customer".

The parties hereto agree as follows

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

**Ponds associated with Deer Run CDD
Bunnell, FL
(See attached sheet)**

- B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

- | | |
|------------------------------------|----------|
| 1. Submersed vegetation control | Included |
| 2. Emersed vegetation control | Included |
| 3. Floating vegetation control | Included |
| 4. Filamentous algae control | Included |
| 5. Shoreline grass & brush control | Included |

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

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

The terms of this agreement shall be: **10/01/2022 thru 09/30/2023**
Agreement will automatically renew as per Term and Condition 14.

Start-up Charge	<u>NA</u>	Due at the start of work	
Maintenance Fee	<u>\$2,090.00</u>	Due	<u>monthly</u> as billed x 12.
Total Annual Cost	<u>\$25,080.00</u>		

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month

- D. AAM agrees to commence treatment within **na** days, weather permitting, from the date of execution or receipt of the proper permits.
- E. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: **Telly R. Smith**

Date: **9/1/2022**

Accepted

Date:

AAM

Customer

Terms and Conditions

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

Deer Run CDD

Pond #

Monthly Cost

1

\$60.00

1A

\$30.00

1B-2

\$60.00

1B-3

\$70.00

2A

\$50.00

3

\$90.00

3A

\$50.00

4

\$70.00

4A

\$40.00

4B

\$60.00

4C

\$60.00

5A

\$90.00

8

\$60.00

9A

\$60.00

10

\$60.00

11

\$90.00

12

\$80.00

13

\$120.00

13A

\$100.00

14

\$50.00

15

\$50.00

16

\$40.00

17

\$70.00

18

\$70.00

19

\$60.00

20

\$90.00

21

\$200.00

22

\$70.00

23

\$50.00

24

\$40.00

\$2,090.00



PO Box 1469
Eagle Lake, FL 33839-1469
Phone: 863.533.8882
Fax: 863.534.3322

Customer Information

To make sure we have the correct information, please fill this out and return to our office.

Affiliation: _____

Contact: _____

Address: _____

Billing Address: _____

Phone # _____

Fax # _____

Email _____

We look forward to being of continued service.

Thank you

2.



Post Office Box 1469
Eagle Lake, FL 33839-1469

TF :: (800) 406-8882 T :: (863) 533-8882 F :: (863) 534-3322

September 1, 2022

Deer Run CDD
c/o GMS
9145 Narcoossee Rd, Suite A206
Orlando, FL 32827

RE: Aquatic Plant Management Agreement

The present term for aquatic plant maintenance for the lagoon associated with your property is due for automatic renewal in October 2022. It is the desire of AAM, Inc., to continue the maintenance program.

Please refer to terms and conditions 14 on the back of your agreement which states, even if we do not receive a signed copy back your contract will automatically renew with an annual increase in October 2022.

Please review the proposal. If there are any questions, concerns or need for clarification, do not hesitate to call. If all meets with your approval, sign and return the **FILE COPY** of the agreement to our office.

We would like to thank you for your loyalty with AAM, Inc. and we look forward to being of continued service. If you have any questions, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Telly R. Smith', is written over a horizontal line.

Telly R. Smith

Enclosure



Renewal

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



AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: September 1, 2022

Deer Run CDD
Name c/o GMS
Address 9145 Narcoossee Rd., Ste. A206
City Orlando, FL 32827
Phone 407-398-2890

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

The parties hereto agree as follows

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

Entrance Pond @ Deer Run CDD
(Grand Reserve)
Bunnell, FL

- B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

- | | |
|------------------------------------|----------|
| 1. Submersed vegetation control | Included |
| 2. Emerged vegetation control | Included |
| 3. Floating vegetation control | Included |
| 4. Filamentous algae control | Included |
| 5. Shoreline grass & brush control | Included |

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

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

The terms of this agreement shall be: 10/01/2022 thru 09/30/2023.
Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work	
Maintenance Fee	\$120.00	Due	monthly as billed x 12.
Total Annual Cost	\$1,440.00		

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month

- D. AAM agrees to commence treatment within NA days, weather permitting, from the date of execution or receipt of the proper permits.
- E. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith

Date: 9/1/2022

Accepted

Date:

AAM

Customer

Terms and Conditions

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



PO Box 1469
Eagle Lake, FL 33839-1469
Phone: 863.533.8882
Fax: 863.534.3322

Customer Information

To make sure we have the correct information, please fill this out and return to our office.

Affiliation: _____

Contact: _____

Address: _____

Billing Address: _____

Phone # _____

Fax # _____

Email _____

We look forward to being of continued service.

Thank you

B.



Landscape Maintenance Services Proposal
prepared for

DEER RUN CDD / GRAND RESERVE

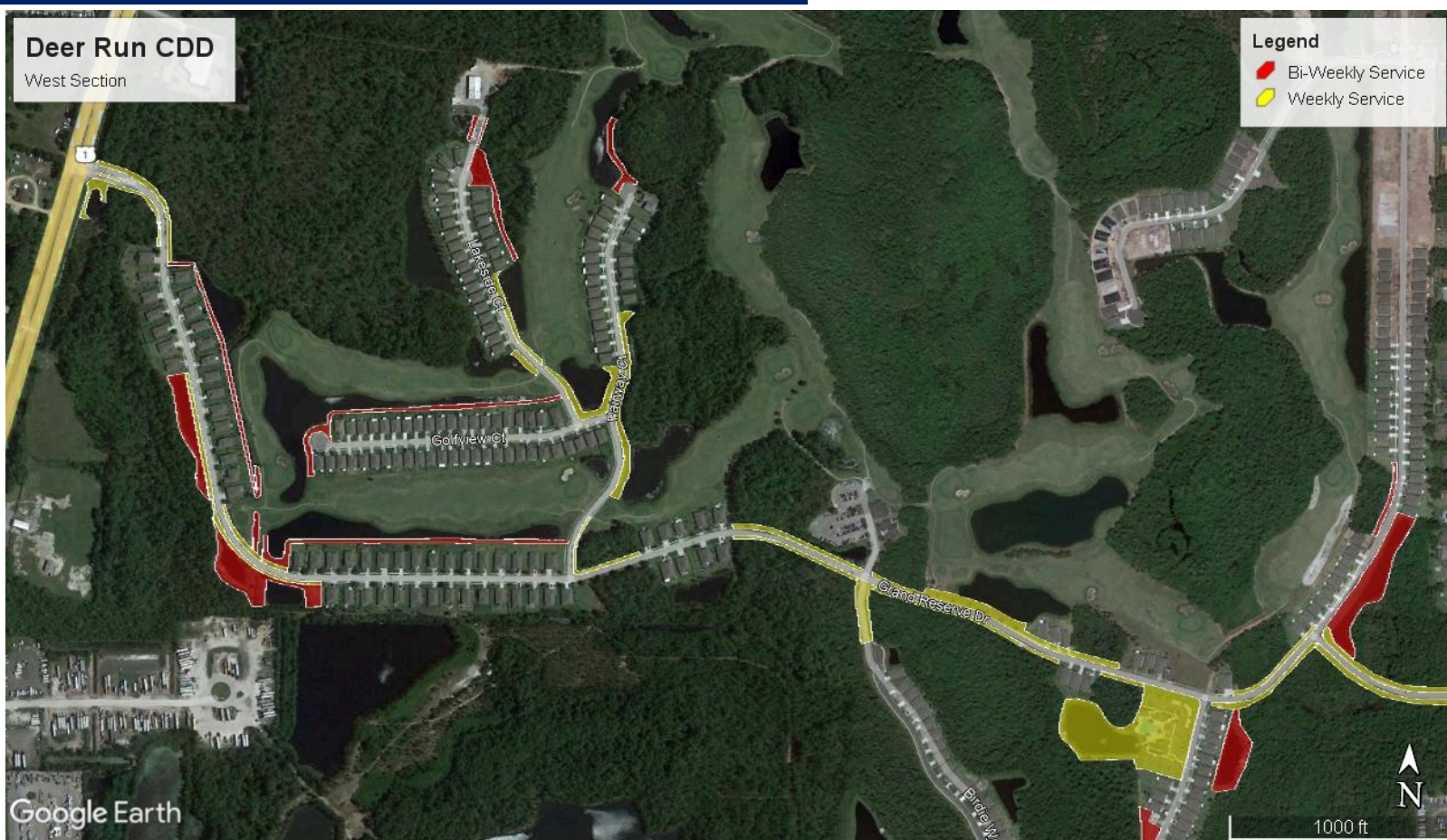
Chris Hall
RMS Operations Manager
Governmental Management Services

Grand Reserve Dr, Bunnell, FL

September 30,
2022

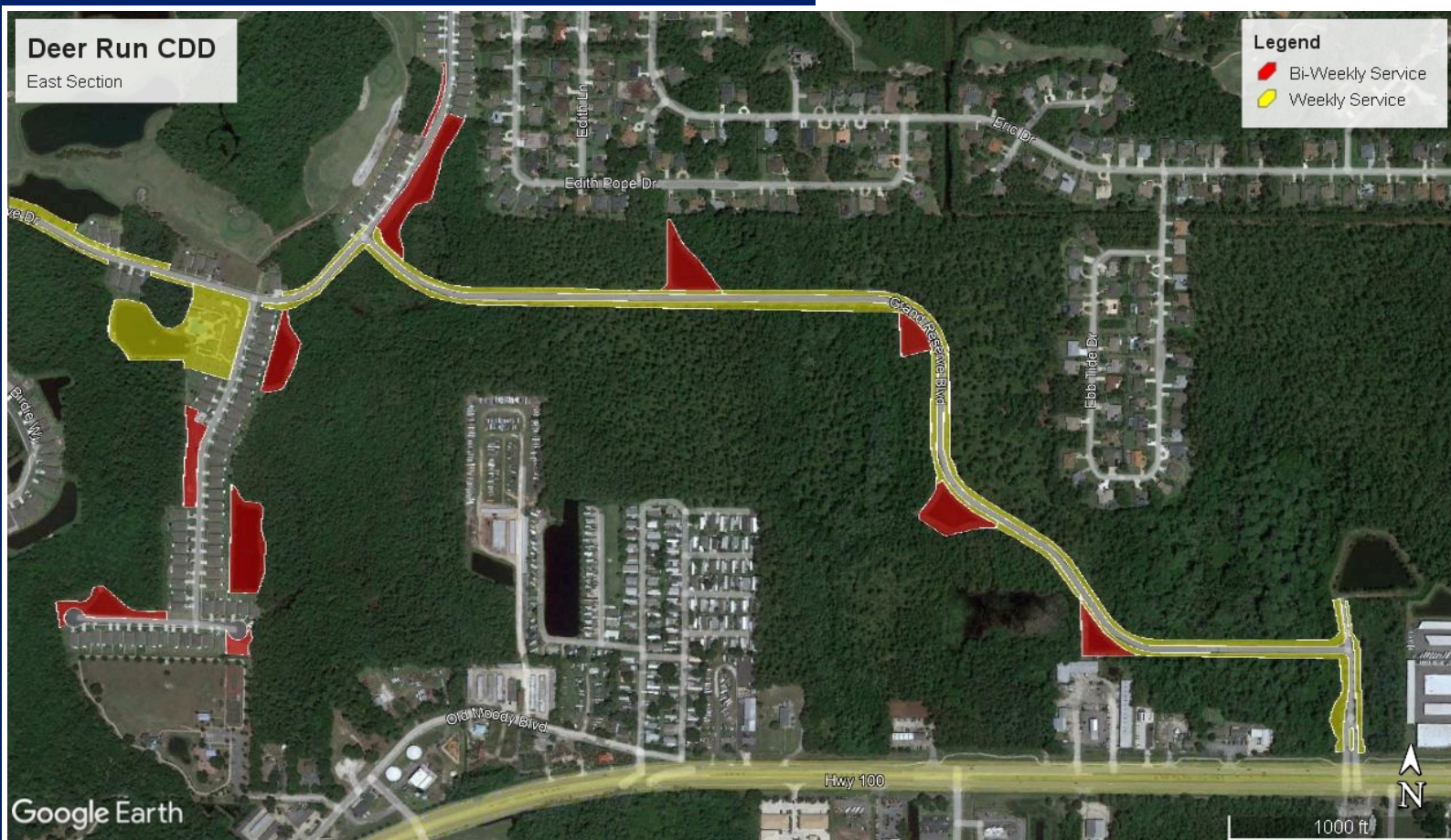
SERVICE MAP

The image below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.



SERVICE MAP

The image below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.





LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

FERTILIZER

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

INSECT, DISEASE, & WEED CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- Access to a water source on the Client's property must be provided for use in spray applications.

SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

FERTILIZATION

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

INSECT, DISEASE, & WEED CONTROL

- Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications



EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- “Weedeating” type edging will not be used around trees.

IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

ANNUAL FLOWERS

- Annual flower beds will be serviced to remove flowers that are fading or dead (“deadheading”) to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- “Flower Saver Plus®” (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.





- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

CLIENT NAME:	Governmental Management Services
BILLING ADDRESS:	475 West Town Place, Suite 114 St Augustine, Florida 32092
PROPERTY CONTACT:	Chris Hall
PROPERTY CONTACT EMAIL:	chall@rmsnf.com
PROPERTY CONTACT PHONE:	904-657-9211
CONTRACT EFFECTIVE DATE:	October 1, 2022
CONTRACT EXPIRATION DATE:	September 30, 2023
INITIAL TERM:	One Year
PROPERTY NAME:	Deer Run CDD / Grand Reserve
PROPERTY ADDRESS:	Grand Reserve Dr, Bunnell, FL
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Business Development Manager
YELLOWSTONE CONTACT EMAIL:	jdistler@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	386-237-8621
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$123,834.36** annually, in equal monthly installments billed in the amount of **\$10,319.53** upon receipt of invoice.

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

Presented by: Yellowstone Landscape

Accepted by: Governmental Management Services



Printed Name: Christopher Adornetti, Officer
Date: 09/30/2022

Printed Name:
Date:



YOUR INVESTMENT

CORE MAINTENANCE SERVICES	PRICE
Mowing & Detail Services Includes Mowing, Edging, String Trimming, Shrub Pruning, Tree Pruning up to 10 feet, Ant Bait, Weeding & Cleanup	\$92,867.26
Integrated Pest Management Includes Palm & Shrub Fertilization, Turf Fertilization, Pest Control Applications	\$14,012.88
Irrigation Inspections Includes Adjusting Heads & Nozzles, Seasonal Clock Adjustments, Cleaning Out/Maintaining Valve Boxes & Standard Irrigation Reports	\$5,348.22
Pine Straw Installation Based on 300 bales twice per year	\$4,350
Standard/Specialty Palm Pruning Based on 10 Medjool, 6 Queen palms twice per year	\$1,184
Fountain Maintenance Includes monthly inspections of Hwy 100 & US1 fountains	\$6,072
ANNUAL GRAND TOTAL	\$123,834.36

ANNUAL GRAND TOTAL

\$123,834.36

MONTHLY GRAND TOTAL

\$10,319.53

ADDITIONAL SERVICES PRICING

ADDITIONAL SERVICES (NOT INCLUDED IN ANNUAL GRAND TOTAL)	PRICE
Amenity Center Mulch - Per Year Based on 60 yards of Pine Bark Mulch	\$3,900
Amenity Center Palm Pruning - Per Year Based on 8 Sylvester, 18 Washingtonia Palms twice per year	\$2,028
Annual Flowers - Per Plant Based on 4" annual plant installed	\$2.05
Pine Straw Mulch - Per Bale Includes bed prep and installation	\$8
Pine Bark Mulch - Per Yard Includes bed prep and installation	\$65
Standard Palm Pruning - Per Palm	\$63
Specialty Palm Pruning - Per Palm	\$87

ANNUAL GRAND TOTAL

\$123,834.36

MONTHLY GRAND TOTAL

\$10,319.53

YOUR SERVICE CALENDAR

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

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

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
MOWING SERVICE (ST AUGUSTINE)	2	2	3	4	4	4	4	4	4	3	2	2
MOWING SERVICE (BAHIA)	1	1	2	2	3	4	4	3	2	2	1	1
EDGING & TRIMMING	2	2	3	4	4	4	4	4	4	3	2	2
SHRUBS PRUNING	0	1	0	1	1	1	1	1	0	1	0	1
DEBRIS REMOVAL	2	2	3	4	4	4	4	4	4	3	2	2
FERTILIZER	0	1	0	0	1	0	0	1	0	0	1	0
INSECT, DISEASE, & WEED CONTROL	1	1	1	1	1	1	1	1	1	1	1	1
IRRIGATION AND FOUNTAIN MAINT	1	1	1	1	1	1	1	1	1	1	1	1
PINE STRAW INSTALL	0	0	0	1	0	0	0	0	0	0	1	0
PALM PRUNING	0	0	0	0	1	0	0	0	0	1	0	0

TERMS & CONDITIONS

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

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

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

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

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

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

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination for Cause: It is agreed that either party may terminate this agreement given (30) thirty days' notice in writing. However, the following conditions must be met in order to substantiate the cancellation of the agreement. Yellowstone will be given 30 days written notice to correct any issues that the Client feels justify the cancellation of the agreement. Yellowstone must receive notification in writing that the issue has not been resolved to the established level of satisfaction prior to termination. Final billing will be prorated to reflect services rendered until the termination date. Please note that the equal monthly payment in no way represents the value of work performed in any given month. In the event of cancellation, the Client agrees to pay Yellowstone any amount above and beyond the payments for actual work performed.

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

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

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

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

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

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

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

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

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

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

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

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

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

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

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

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



Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM

EIGHTH ORDER OF BUSINESS

Deer Run

October, 2022

Palm Coast, FL

Conceptual Rendering-Plants are depicted at mature stage



Existing

Landscape Design Suggestions

- Japanese Blue Berry (JB)
- Liriope Muscari (LM)
- Croton Petra (CP)
- Coontie Zamia (CZ)
- Blue My Mind (BM)
- Mulch

(JB)

(LM)

(CP)

(CZ)

(BM)



Potential

Deer Run

October, 2022

Palm Coast, FL

Conceptual Rendering-Plants are depicted at mature stage



Existing

Landscape Design Suggestions

- Japanese Blue Berry (JB)
- Croton Petra (CP)
- Coontie Zamia (CZ)
- Blue My Mind (BM)
- Mulch

(JB)

(CP)

(CZ)

(BM)



Potential

Deer Run

October, 2022

Palm Coast, FL

Conceptual Rendering-Plants are depicted at mature stage



Existing

Landscape Design Suggestions

- Podocarpus Pringle (PP)
- Coontie Zamia (CZ)
- Croton Petra (CP)
- Liriope Muscari (LM)
- Blue My Mind (BM)
- Mulch

(PP)

(CZ)

(LM)

(BM)

(CP)



Potential

Deer Run

October, 2022

Palm Coast, FL

Conceptual Rendering-Plants are depicted at mature stage



Existing

Landscape Design Suggestions

- Podocarpus Pringle (PP)
- Croton Petra (CP)
- Blue My Mind (BM)
- Coontie Zamia (CZ)
- Mulch

(PP)

(CP)

(BM)

(CZ)



Potential

Deer Run

October, 2022

Palm Coast, FL

Conceptual Rendering-Plants are depicted at mature stage



Existing

Landscape Design Suggestions

Coontie Zamia (CZ)

Croton Petra (CP)

Liriope Muscari (LM)

Mulch

(LM)

(CZ)

(CP)



Potential

ELEVENTH ORDER OF BUSINESS

B.



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

Sent via Email: joliver@gmsnf.com

August 25, 2022

File Number: 50147438 (DRB1)

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

Subject: **District Engineers Report - 2022
Deer Run CDD
Section 9.21 of the Master Trust Indenture**

Dear Mr. Oliver:

In accordance with Section 9.21 of the Master Trust Indenture for the Deer Run Community Development District (CDD), we have completed our annual review of the portions of the project within this CDD as constructed to date. We find, based on said inspection and our knowledge of the community, that those portions of the infrastructure are being maintained and are in reasonable good repair.

We have reviewed the Operation and Maintenance Budget for the Fiscal Year 2022 and believe that it is sufficient for the proper operation and maintenance of the Deer Run CDD.

In addition, and in accordance with this Section 9.21 of the Master Trust Indenture, we have reviewed the current limits of insurance coverage and we believe that this is adequate for the community.

Should you have any questions or concerns, please contact me at (321) 354-9656.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter Armans", is written over a light blue circular stamp.

Peter Armans, P.E.
District Engineer
Deer Run CDD

PA:ap
DRB1/Corr/District Engineer's Report 2022_08-24-2022

c: Correspondence File

D.

A dark blue vertical bar runs down the left side of the page. A blue arrow points to the right from this bar, containing the date.

11/30/2022

Deer Run CDD

Community Development District
Field Operations Report

Several thin, curved lines in shades of blue and grey originate from the bottom left corner, sweeping upwards and to the right.

Chris Hall

FIELD OPERATIONS MANAGER
RIVERSIDE MANAGEMENT SERVICES, INC.

Deer Run
Community Development District

Field Operations Report
November 30, 2022

To: The Board of Supervisors

From: Chris Hall
Field Operations Manager

RE: Deer Run CDD Operations Report – November 30, 2022

The following is a summary of items related to the field operations and maintenance management of Deer Run CDD.

Other Maintenance Items:

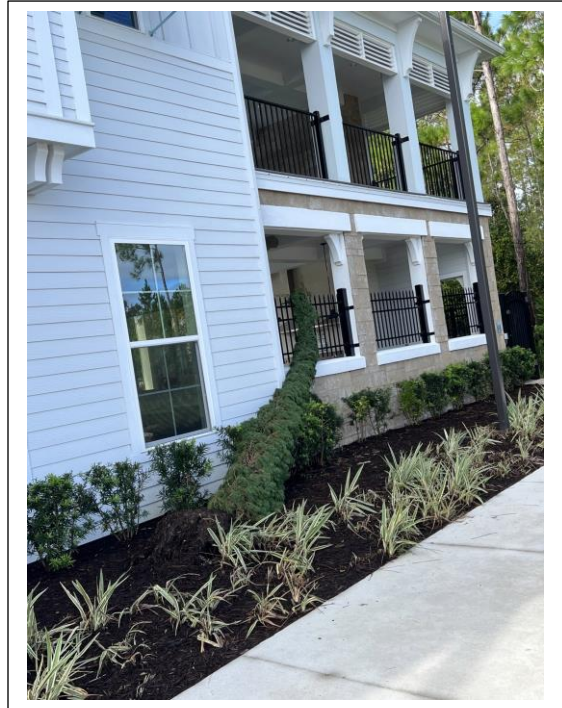
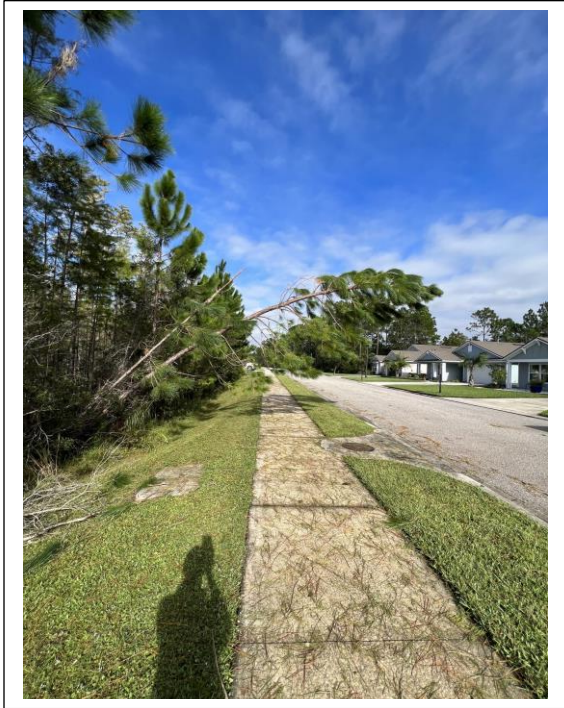
- Three flood lights were replaced at the U.S. 1 entrance.
- Irrigation pump controller was replaced at the U.S. 1 entrance area.
- Mulch was installed around the amenity center.
- Several dead trees in the preserve areas have been dropped for safety concerns.
- Repaired the stop sign that fell over toward the SR 100 entrance.
- Several other signs were bent or knocked down during the hurricanes. They have been straightened or replaced.
- New post is installed for the reuse water sign at the SR 100 entrance.
- Oak trees that were blocking the streetlights have been trimmed.

Completed Items



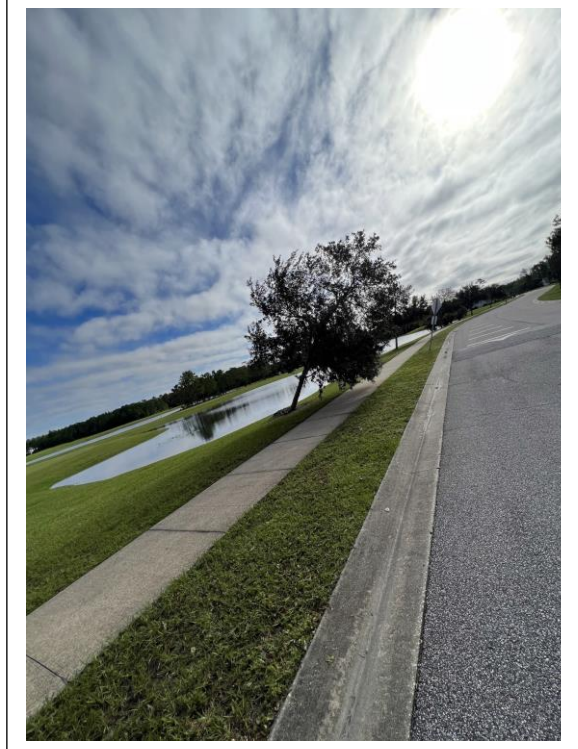
Hurricane cleanup – Leaning trees were staked back up. Fallen trees were cut and removed

Completed Items



Hurricane cleanup continued – Leaning trees were staked back up. Fallen trees were cut and removed

Completed Items



Hurricane cleanup continued – Leaning trees were staked back up. Fallen trees were cut and removed

Completed Items



Repaired the broken fountain at the SR 100
entrance

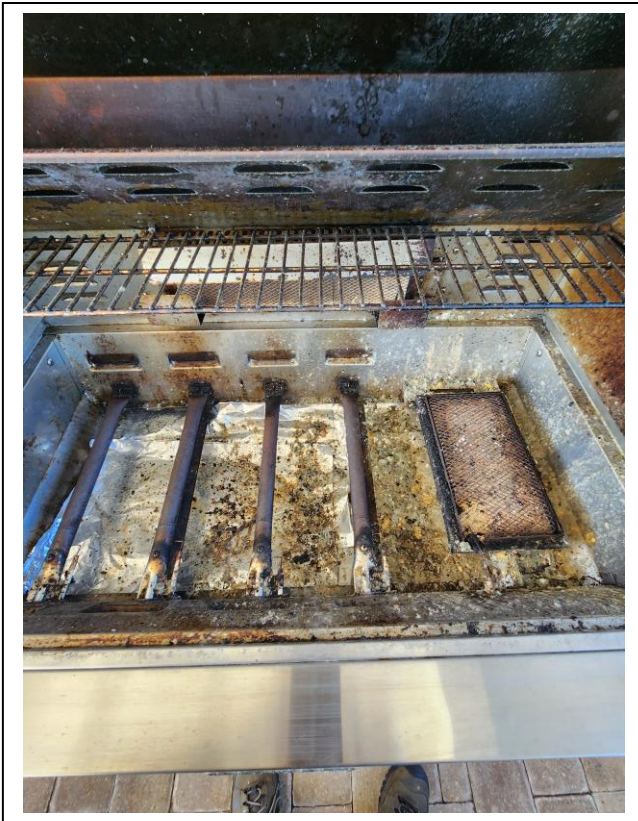
Completed Items



Total of fifteen (15) No Parking signs have been installed. They were installed on 4 x 4 wooden post and painted white.

The pickleball rules signs was moved to the fence due to the post completely rotted out.

Completed Items



The internal grill parts have been replaced and the grills have been cleaned.

Completed Items



Culvert was displaced during the hurricane. We put it back in place in the ditch by the golf course.

Discarded concrete was used to strengthen and help with erosion around the dock behind the amenity center.



Conclusion

For any questions or comments regarding the above information or for any future maintenance requests and concerns please contact:

chall@rmsnf.com

Respectfully,

Riverside Management Services



E.

11/18/2022

Deer Run at Grand Reserve

Community Development District
Amenity Management Report



Riverside Management
Gwen Diaz

AMENITY MANAGER
RIVERSIDE MANAGEMENT SERVICES, INC.

Deer Run at Grand Reserve

Community Development District

Amenity Management Report

November 18, 2022

To: Board of Supervisors

From: Gwen Diaz
Amenity Manager

RE: Amenity Management Report November 18, 2022

The following is a summary of items related to the amenity facility and management of Deer Run.

Deer Run Community Events

The following is a summary of community events and activities held at the Amenity Center.

Special Events:

- November 3rd BINGO
- November 8th Kids Night
- November 12th Fall Festival
- November 14th Craft Night

Classes:

- Zumba on Monday, Wednesday, and Friday's
- Refit on Tuesday's
- Yoga on Wednesday's

Community Organized Events:

- Ladies Night is the first Tuesday of the month
- Bunco is the first Monday and third Thursday of the month
- Pickle Ball is on Tuesday, Thursday, Saturday's
- Poker Night is the second and fourth Friday of the month
- Acoustic Night is the last Saturday of the month
- Happy Hour is every Friday
- Ladies Poker Night is on Wednesday

Rentals Held:

- September 3rd
- September 10th
- September 17th
- October 15th
- October 22nd

Upcoming Rentals:

- November 26th
- December 17th

Highlights of Held Events





Grand Reserve Ladies Night



Hosted by Island Queens Poker League
Tuesday, November 1, 2022 - 6:30 PM
at the Island Club

* **BLACKJACK** *
* **POKER x 2** *
* **ROULETTE** *

Ladies, bring your Single\$ and buy-in to the fun!
\$1 gets you a seat at each table.

Jackpots awarded for each table + a bonus prize.

Limited to 30 players per Roll Bids are welcome, too.

Call or text Gini at 954-461-9281 to reserve your spot by Friday, Oct 28.

optional
BYOB and your leftover Halloween candy
(or a snack)



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Upcoming Events

UNPLUGGED
FRIDAY

NOV. 18TH
AT
6PM
LOCATED AT THE
CLUBHOUSE



BRING YOUR GUITAR AND
YOUR VOICE. JOIN US FOR
A NIGHT OF MUSIC
BYOB

3RD FRIDAY OF THE
MONTH

GRAND RESERVE CLUBHOUSE
PRESENTS

Saturday
Dec. 10th



**UGLY
SWEATER OR VEST
CHRISTMAS PARTY**

3PM-6PM

JOIN US AT THE
CLUBHOUSE FOR
FOOD, MUSIC,
SANTA, GAMES &
MORE

The Island Club
PRESENTS

B I N G O

Night

First Thursday
6:30pm

FRIENDS-FUN-PRIZES

Bring your favorite Beverage
and I will supply the cards



Made with PosterMyWall.com

NOV.
29th



Ladies Night

*Christmas Ornament
EXCHANGE*

Bring a wrapped ornament to exchange for a White Elephant
exchange. Feel free to bring an appetizer or desert along
with your choice of beverage (BYOB). Call or text Gina at
954-461-9281 to Reserve your spot by Nov. 25th

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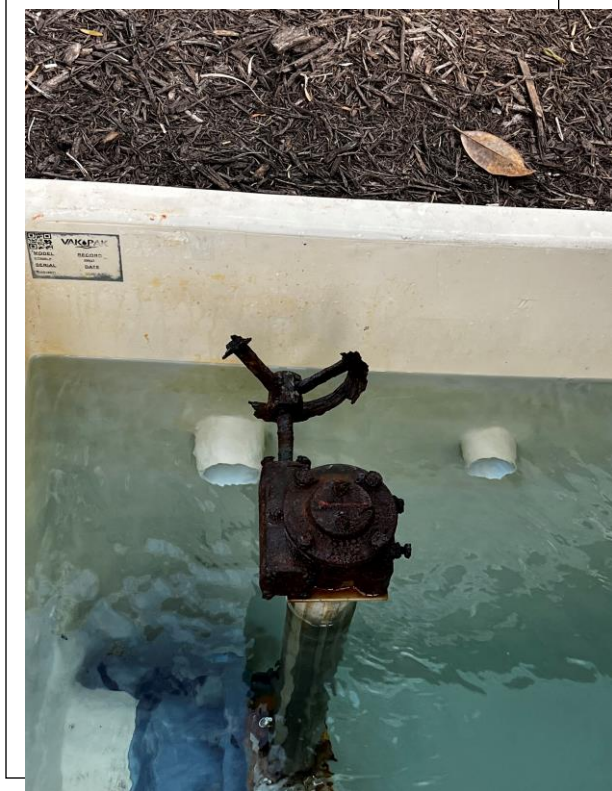
Amenity Center Maintenance

Below is a list of maintenance responsibilities that are completed weekly:

- Debris cleaned up and removed throughout the community including the pond banks, roadways, pickleball courts, pool area and parking lot after Hurricane Nicole.
- All trash receptacles were emptied, and bags replaced
- All pool furniture on the pool deck was put back in place after hurricane, straightened and organized all tables and chairs.
- Light fixtures inspected and damaged or out bulbs replaced
- Minor repairs to signage, paint, fencing, handrails, etc. are handled

New Facility Manager, Gwen Diaz, has conducted a thorough inspection of the amenity center, mechanical equipment, and the condition of the common grounds. A full report is listed below with detailed notes, whereas several items have been identified that need repair.

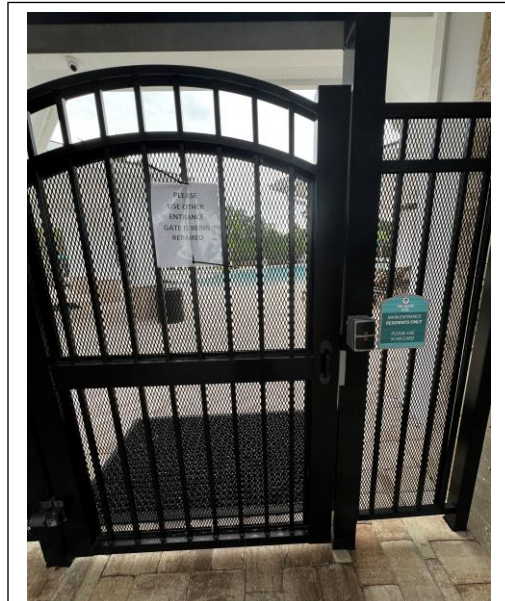
Pool Equipment



Please see above photos whereas, both pool equipment turning handles for the scupper and floor drain are rusted and broken.

Management recommends to the Board for both access handles to be replaced as soon as possible. Management will obtain proposals for the necessary repairs and will present to the Board for consideration at the next meeting.

Gates & Entrances



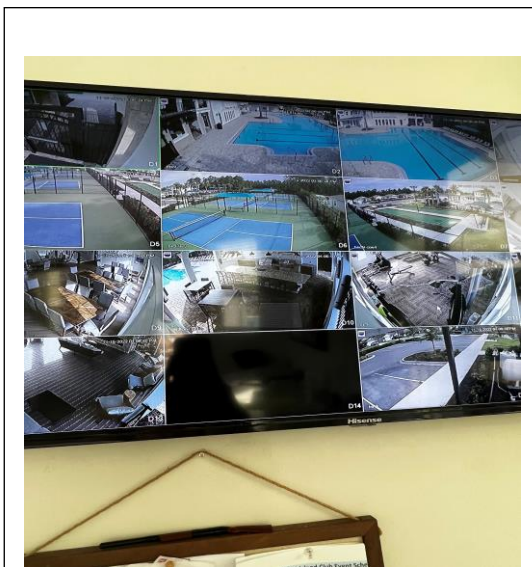
Pool gate locking mechanism inside currently broken. Management dispatched Alpha Dog to identify the cause of the problem. It was determined that the lock needs to be replaced. Parts have been ordered and are anticipated to arrive next week. Management has posted signs accordingly.

Windows & Camera's



All exterior windows in the facility are extremely dirty and are in need of cleaning.

Management recommends to the Board to have the windows cleaned annual. Preferably in the winter months during slow season with less foot traffic and after hurricane season. Also, it is recommended to have the Amenity center deep cleaned on a quarterly basis.



Camera 14 is currently down. Management dispatched Alarm.com to trouble shoot. It was determined that this camera is damaged and needs to be replaced. The vendor is in the process of locating a compatible camera since the original installed camera model is no longer available.

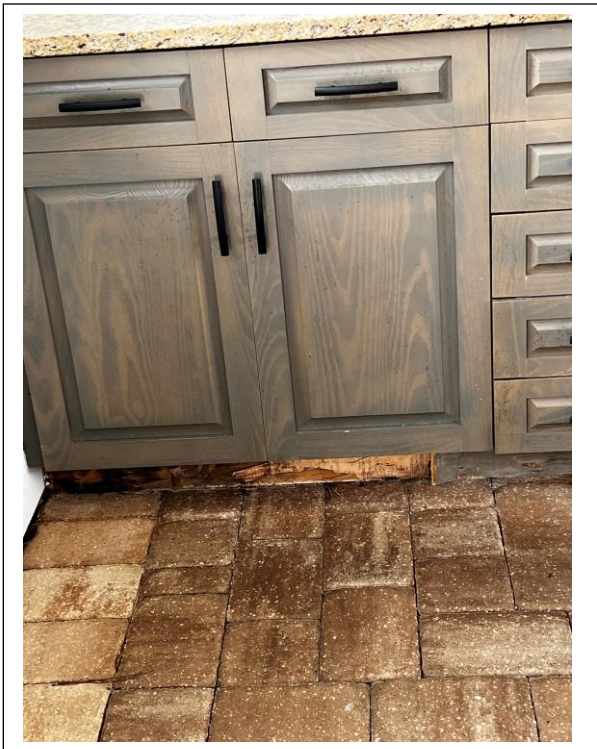
Upstairs Outdoor Patio Lounge



The upstairs outdoor patio lounge furniture has stains on many of the cushions. The cushions have already tried to be cleaned but the stains are not removable. Management recommends to the Board to consider purchasing new cushion covers or replace cushions in near future.

Also, the outdoor fireplace front screen cover is rusted around the entire perimeter and the screen is torn in multiple areas. Management recommends to the Board replacing the fireplace screen immediately to prevent someone being cut on the rusted exposed cover. And have all rust removed from the fireplace exterior, sanded, painted black, and sealed with an anti-rust outdoor finish.

Outdoor Kitchen & Sidewalks



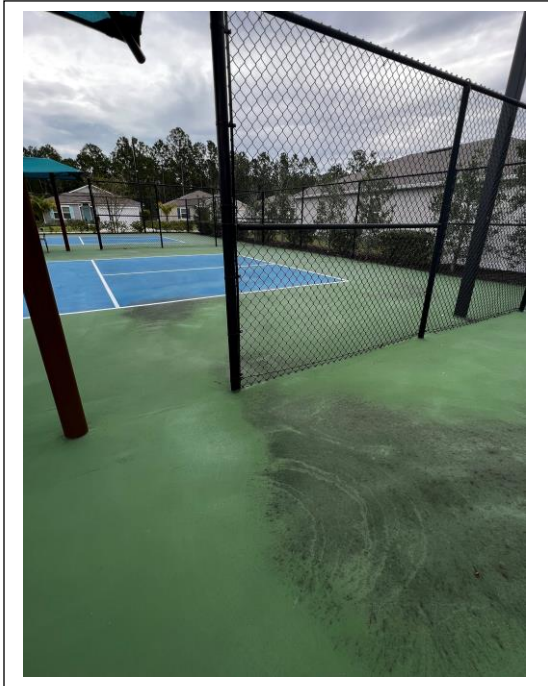
The outdoor kitchen is missing a base board. Also, it has been noted that the cabinets are warped and showing evidence of distress from the outdoor elements. Management recommends to the Board installing weather resistance material in the future.



There are 2 locations (near the Pickle Ball court entrance and the swimming pool sidewalk near the bike rack, sidewalks in need of repair.



Outside Courts



Several areas on the Pickle Ball courts have a large amount of dirt and buildup that needs to be removed. Management recommends that these areas be carefully pressure washed, making sure that we do not damage the top layer of the courts as soon as possible.



Pending Projects



As discussed at the last meeting, management recommends to the Board to install (2) gas timers for the grills as a safety precaution to avoid a potential hazard from residents leaving the gas on for long periods of time unattended. Management obtained a previous bid from Robert Brown in the amount of \$2,350.00 for the installation of (2) one hour gas timers to be installed on both BBQ grills, for the Boards consideration.

Conclusion

All outlined items above are for the Board consideration. Once management receives approval from the Board to move forwards on these action items, management will obtain proposals for the necessary repairs and provide them to the Board of Directors at the next scheduled meeting. For any questions or comments regarding the above information please contact Chris Hall, Field Operations Manager, at chall@rmsnf.com and Gwen Diaz, Amenity Manager, at deerrunmgr@rmsnf.com.

Respectfully,

Gwen Diaz

FOURTEENTH ORDER OF BUSINESS

A.

MINUTES OF MEETING
DEER RUN COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Deer Run Community Development District was held Wednesday, August 24, 2022 at 6:00 p.m. at the Island Club, 501 Grand Reserve Drive, Bunnell, Florida.

Present and constituting a quorum were:

Robert Porter	Chairman
Mark Dearing	Vice Chairman
James Teagle	Supervisor
Gail Lambert	Supervisor
David St. Pierre	Supervisor

Also present were:

Jim Oliver	District Manager
Katie Buchanan	District Counsel
Chris Hall	Riverside Management
Robin Taylor	Facilities Manager
LeeAnn Castineira	Facility Manager
Alison Mossing	GMS

FIRST ORDER OF BUSINESS

Roll Call

Mr. Porter called the meeting to order at 6:00 p.m.

SECOND ORDER OF BUSINESS

Public Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Affidavit of Publication

A copy of the affidavit of publication of the public hearings was included in the agenda package.

FOURTH ORDER OF BUSINESS

Fiscal Year 2022/2023 Budget

A. Overview of the Budget

Mr. Oliver gave an overview of the capital reserve budget and debt service budget for the series 2018 bonds and stated the general fund budget shows total assessments to be collected on the tax bills in the amount of \$800,000. We have three sections of expenditures to operate the district, administrative expenses increased \$3,400, which is a 3.5% increase. The community appearance section takes care of everything outside the amenity footprint and the biggest portion of those budgets are landscaping and lake maintenance. The amenity center budget is to maintain and operate everything within this area and that one goes up about 8% from \$291,000 to \$314,000. Overall, it is an 11% increase in this time of about 9% inflation, and it is important to look at the capital reserve transfer out. When we collect assessments, we are going to collect \$50,000 in capital reserve funds and flow it through the general fund budget and put it into the capital reserves so that you have money to maintain your capital assets or repairs and replacement. When you take out the capital reserve the budget increases from \$715,000 to \$753,000 so it is operationally about 5.4% increase in the expenditures.

B. Board Discussion

Ms. Lambert stated we had a big increase last year and the fact that you are proposing another increase higher than inflation seems excessive. What you are saying is very sensible but I think we could reduce the budget in areas such as the water feature maintenance; facilities maintenance and amenity repairs maintenance is a duplication. A jump from \$10,000 to \$50,000 is a lot and we could scale it down and I propose increasing the fees not by 11% but in the range of 8% or 9%, below the rate of inflation. Different lots pay different fees but it is not a true 11% across the board, they go from 11.4%, 10.9% and 10.7% and I want an explanation. I propose the fees are increased at 8% and a uniform increase.

Mr. St. Pierre stated I pushed to have the capital reserves increased because of what happened with the pump. We really didn't have money, although we found money in this year's budget. If we don't spend the capital reserve next year it will float to the next year.

Mr. Oliver stated yes, it is important to emphasize, it is not a use it or lose it budget; anything you don't spend you retain in the district and at some point in the future you may use carry forward surplus to help subsidize assessments.

Mr. St. Pierre stated I looked at the amenities management going up \$8,000 as a little high. I would like more transparency from the two companies. There is a big gap of what people are actually paid and what we pay the company.

C. Public Hearing Adopting the Budget for Fiscal Year 2022/2023

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

Mr. Porter stated to me it is irresponsible for us not to fund a reserve. I'm with Horton and will be out of here in a couple years and a lot of you folks are going to live here for a long time and if the roof blows off this place and we don't have the money to replace it while arguing with an insurance company it is going to make things cost that much more. I'm a big believer in capital reserves and whatever doesn't get spent rolls over and if we put \$50,000 in each year, over time will have enough money to be able to take care of things. Ultimately, we will resurface the roads and parking lots, the pool, end up with a new roof, replace the furniture and so forth. The increase we suggested works out to about \$10 per month. The majority of the items in here are based on contracts that we approve. The biggest item is landscaping and we invite anyone who wants to, to bid.

The following comments were made with regard to the budget and contracts: did not like the increase in assessments, amount of interest earned is limited to certain types of investments, reduce number of mowings to once a month to save money, contact information for the manager is on the website to report issues as they come up, \$10 per month increase on average per household, use of defoliant in ponds, lack of wildlife, reduce the number of streetlights to save money, cost of cable/internet/phone at amenity center, water features, all planned and platted lots are assessed,

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

1. Consideration of Resolution 2022-06 Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2023

Mr. Porter stated Gail, I appreciate the time you spent doing this but I, personally, would rather not decrease this budget. I think it is critical that we make sure we are on good financial footing so you don't suddenly have something happen and then try to figure out how to borrow the money. If we pay a few dollars a month more now it is not like you are losing that money. We don't have to spend everything that is in the budget. I think it is a good conservative budget that I would not try to strip out an item at a time.

Ms. Lambert stated I have gone through it in a lot of detail, I'm only asking for a reduction of 2%, which still gives us wiggle room. I propose that we adopt a 9% increase.

Mr. St. Pierre stated last year's increase was 27%. I still like the fact that we are improving the capital budget by \$40,000. That was important because we scrambled to find the money this year to do the pump station and when you get done with the pump station you will see it is state of the art now. It is almost finished and it is really nice. We spent a lot of money upgrading something that was 14 years old. We didn't have the money but found it in the reserves and is part of the reason I asked Jim to increase the capital. We can always find better contracts throughout the year. Once we find a better contractor, we can tell the landscaper he is done in 30-days. If you can find better costs as we go throughout the year those will be savings for all of us. I would rather go that route and have money in case something does happen than to cut it back by 2%.

On MOTION by Mr. Dearing seconded by Mr. Teagle with four in favor and Ms. Lambert opposed Resolution 2022-06 was approved.

2. Consideration of Resolution 2022-07 Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2023

Mr. Porter stated essentially this public hearing is taking the budget we just approved and applying it to everyone's lot so the tax collector can make sure it shows up on the tax bill.

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

There being no comments or questions, the board took the following action.

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

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor Resolution 2022-07 was approved.

FIFTH ORDER OF BUSINESS

Consideration of Janitorial Service Proposals

Mr. Oliver stated the current vendor is J&G and they propose to increase their weekly fee \$50 from \$250 to \$300 per week and that would bring that up to \$15,600. In light of that I had a discussion with Supervisor St. Pierre we got additional proposals and we have two from Vanguard Cleaning System at a cost of \$995 per month or netting out at \$11,940 per year and the other one at a high level is \$1,210 per month for \$14,520 per year. We have one from SOL Commercial Cleaning Services, LLC for \$300 per week, which is the same cost as J&G. The two things we look at are price and the level of satisfaction with the current vendor J&G. All three are three times weekly and Vanguard's higher cost proposal includes certain areas such as cleaning the grill and some of the areas by the pool.

Mr. Porter stated for \$1,000 per year if we have people doing a good job, we should continue.

On MOTION by Mr. Teagle seconded by Mr. Dearing with all in favor the request for an increase of \$50 per week from J&G Janitorial for a total amount of \$300 per week was approved.

SIXTH ORDER OF BUSINESS

Consideration of Pool Maintenance Proposals

Ms. Castineira stated the current vendor had a price increase to \$925 and we got a proposal from L'acqua Pool Service, Inc. for \$900 per month.

Mr. Porter stated I have the same feeling about this one, if it is working I don't think we should be trying a new vendor for \$25 a month.

Ms. Lambert stated I don't know how LeeAnn feels but I do know Heather wasn't entirely satisfied with the current one.

On MOTION by Mr. Teagle seconded by Mr. Dearing with all in favor staff was authorized to continue with the existing service provider, Aquatic Express for an increase of \$25 per month.

SEVENTH ORDER OF BUSINESS

**Consideration of Renewal Proposals for
Fiscal Year 2023 Services**

A. J&G Janitorial (Rate Increase)

This item taken earlier in the meeting.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. District Manager

Mr. Oliver stated the qualification period for two seats on the board was in June and we had two residents qualify for one of the seats, Greg Dean and Darrell Broom and Andre Poulin qualified for the other seat and he is unopposed. Two new supervisors will be seated at the November meeting.

D. Amenity Manager - Report

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

NINTH ORDER OF BUSINESS

Supervisor's Requests

Mr. St. Pierre stated I would like to have the concrete taken care of on the boulevard.

Ms. Lambert stated I emailed John and he is chasing the contractor. He thought it had been picked up.

Mr. Porter stated they promised to do it a month ago.

Ms. Lambert stated we used some of that discarded concrete to stop erosion and to save some money.

Mr. St. Pierre stated I would like a quick update from Greg on the pumps.

Mr. Lambert stated the last two days I have seen a couple guys working on the pump station for irrigation. Both main pumps are running now, we are upgrading the control system so that should increase the life of the two main pumps. The pressure maintenance pumps runs to keep the pressure in the system up.

Ms. Lambert asked did we get the insurance money for the irrigation that was hit by lightning?

Mr. Oliver stated we do not have that yet. The claim has been filed.

Mr. St. Pierre asked is there any reason we keep having backouts? Can someone look into it for us? We had power outages twice in the last week for a period of time and it is just on Birdie Way. Could we look into D.R. Horton selling new houses with the bonds paid off? It would help us in the long run as far as people not being confused with the money.

TENTH ORDER OF BUSINESS

Public Comments

A resident asked what are you doing with the playground?

Ms. Lambert stated that was planned to be a rec park, not a playground, just a lake and a footpath. We put a stop to that because it would have security and maintenance implications, so D.R. Horton agreed to create the lake then they are going to sod it and leave it.

Mr. Porter stated when houses get built in there and there are more people here if the CDD wants to use it they will be able to. The consensus was we have too much stuff to maintain already and people were worried about access so it is for future recreation. Once the lake is dug and it is grassed it will be fenced off.

A resident asked the no parking signs look great. Are they going to get painted?

Mr. Hall stated yes.

A resident stated the old facilities director posted a lot. Are you going to keep that up?

Ms. Castineira stated I have been working on a new calendar system and Heather was spending about 30 hours a week sending out reminders and these are classes and they will be on the monthly calendar and everyone will have access to it. Once I get more familiar with how everything works it will be a lot smoother. Instead of sending out reminders we will have a calendar of events that everyone goes to.

A resident stated the deck out here is always dirty, around the trees we are stepping in it all the time. Is anyone responsible for that? Also in the bathrooms out here they don't clean the floor behind the toilets.

A resident asked is there proposed construction for Grand Reserve Boulevard?

Mr. Porter stated more homes will be built there.

ELEVENTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of the Minutes of the July 27, 2022 Meeting**
- B. Balance Sheet as of June 30, 2022 and Statement of Revenues and Expenses for the Period Ending June 30, 2022**
- C. Assessment Receipt Schedule**
- D. Approval of Check Register**

On MOTION by Mr. Dearing seconded by Mr. Teagle with all in favor the consent agenda items were approved.

TWELFTH ORDER OF BUSINESS

Next Scheduled Meeting – 11/23/22 at 6:00 p.m. at the Island Club

Mr. Porter stated the next scheduled meeting will be November 23, 2022 at 6:00 p.m. at the same location.

On MOTION by Mr. St. Pierre seconded by Mr. Dearing with all in favor the meeting adjourned at 7:12 p.m.
--

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Deer Run
Community Development District

Unaudited Financial Reporting
September 30, 2022



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6	<u>Debt Service Fund Series 2018</u>
7	<u>Capital Projects Fund Series 2018</u>
8-9	<u>Month to Month</u>
10	<u>Long Term Debt Report</u>
11	<u>Assessment Receipt Schedule</u>

Deer Run
Community Development District
Combined Balance Sheet
September 30, 2022

	General Fund	Capital Reserve Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:					
Cash:					
Operating Account	\$ 72,210	\$ 9,007	\$ -	\$ -	\$ 81,217
Investments:					
Series 2008					
Reserve	\$ -	\$ -	\$ 57	\$ -	\$ 57
Revenue	\$ -	\$ -	\$ 561	\$ -	\$ 561
Series 2018					
Reserve	\$ -	\$ -	\$ 404,591	\$ -	\$ 404,591
Revenue	\$ -	\$ -	\$ 334,393	\$ -	\$ 334,393
Prepayment	\$ -	\$ -	\$ 58,556	\$ -	\$ 58,556
Sinking Fund	\$ -	\$ -	\$ 1	\$ -	\$ 1
Construction	\$ -	\$ -	\$ -	\$ 22,097	\$ 22,097
Due from General Fund	\$ -	\$ -	\$ 3,501	\$ -	\$ 3,501
Due from Other	\$ 505	\$ -	\$ -	\$ -	\$ 505
Due from Golf Course	\$ 2,010	\$ -	\$ -	\$ -	\$ 2,010
Prepaid Expenses	\$ 51,051	\$ -	\$ -	\$ -	\$ 51,051
Total Assets	\$ 125,777	\$ 9,007	\$ 801,660	\$ 22,097	\$ 958,541
Liabilities:					
Accounts Payable	\$ 19,024	\$ -	\$ -	\$ -	\$ 19,024
Due to Debt Service	\$ 3,501	\$ -	\$ -	\$ -	\$ 3,501
Total Liabilities	\$ 22,525	\$ -	\$ -	\$ -	\$ 22,525
Fund Balance:					
Restricted for:					
Debt Service - Series 2008	\$ -	\$ -	\$ 618	\$ -	\$ 618
Debt Service - Series 2018	\$ -	\$ -	\$ 801,042	\$ -	\$ 801,042
Capital Projects - Series 2018	\$ -	\$ -	\$ -	\$ 22,097	\$ 22,097
Assigned for:					
Capital Reserves	\$ -	\$ 9,007	\$ -	\$ -	\$ 9,007
Unassigned	\$ 52,200	\$ -	\$ -	\$ -	\$ 52,200
Total Fund Balances	\$ 103,251	\$ 9,007	\$ 801,660	\$ 22,097	\$ 936,015
Total Liabilities & Fund Balance	\$ 125,777	\$ 9,007	\$ 801,660	\$ 22,097	\$ 958,541

Deer Run
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
<u>Revenues:</u>				
Assessments - Tax Roll	\$ 376,052	\$ 376,052	\$ 377,114	\$ 1,063
Assessments - Direct	\$ 344,475	\$ 344,475	\$ 344,475	\$ -
Golf Course Lake Maintenance Contribution	\$ 4,800	\$ 4,800	\$ 4,020	\$ (780)
Developer Contributions	\$ -	\$ -	\$ 3,500	\$ 3,500
Rental Income	\$ -	\$ -	\$ 4,055	\$ 4,055
Miscellaneous Income	\$ -	\$ -	\$ 1,709	\$ 1,709
Miscellaneous Income-HOA Streetlights	\$ -	\$ -	\$ 10,481	\$ 10,481
Total Revenues	\$ 725,326	\$ 725,326	\$ 745,354	\$ 20,028
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 4,200	\$ 4,200	\$ 4,200	\$ -
FICA Expense	\$ 321	\$ 321	\$ 321	\$ -
Engineering	\$ 12,000	\$ 12,000	\$ 12,283	\$ (283)
Dissemination	\$ 2,500	\$ 2,500	\$ 2,500	\$ 0
Attorney	\$ 20,000	\$ 20,000	\$ 15,120	\$ 4,880
Annual Audit	\$ 3,535	\$ 3,535	\$ 3,535	\$ -
Trustee Fees	\$ 3,500	\$ 3,500	\$ 3,500	\$ -
Arbitrage	\$ 450	\$ 450	\$ 450	\$ -
Assessment Roll Services	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
Management Fees	\$ 32,782	\$ 32,782	\$ 32,782	\$ (0)
Information Technology	\$ 876	\$ 876	\$ 876	\$ -
Website Maintance	\$ 524	\$ 524	\$ 524	\$ (0)
Telephone	\$ 50	\$ 50	\$ 160	\$ (110)
Postage	\$ 600	\$ 600	\$ 488	\$ 112
Insurance	\$ 6,961	\$ 6,961	\$ 6,549	\$ 412
Printing & Binding	\$ 800	\$ 800	\$ 279	\$ 521
Travel Per Diem	\$ 250	\$ 250	\$ -	\$ 250
Legal Advertising	\$ 1,330	\$ 1,330	\$ 5,170	\$ (3,840)
Other Current Charges	\$ 2,500	\$ 2,500	\$ 2,314	\$ 186
Office Supplies	\$ 100	\$ 100	\$ 36	\$ 64
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 95,954	\$ 95,954	\$ 93,764	\$ 2,191
<u>Operations & Maintenance</u>				
Field Expenditures				
Field Management	\$ 31,827	\$ 31,827	\$ 26,523	\$ 5,304
Electric	\$ 80,000	\$ 80,000	\$ 79,204	\$ 796
Water & Sewer	\$ 12,500	\$ 12,500	\$ 9,400	\$ 3,100
Landscape Maintenance	\$ 141,900	\$ 141,900	\$ 131,808	\$ 10,092
Landscape Contingency	\$ 6,000	\$ 6,000	\$ 4,213	\$ 1,788
Lake Maintenance	\$ 30,000	\$ 30,000	\$ 27,500	\$ 2,500
Water Feature Maintenance	\$ 8,000	\$ 8,000	\$ -	\$ 8,000
Irrigation Repairs	\$ 15,000	\$ 15,000	\$ 68,169	\$ (53,169)
Contingency	\$ 3,000	\$ 3,000	\$ 1,806	\$ 1,194
Subtotal Field Expenditures	\$ 328,227	\$ 328,227	\$ 348,623	\$ (20,396)

Deer Run
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
Amenity Expenditures				
Amenities Management	\$ 78,750	\$ 78,750	\$ 76,950	\$ 1,800
Property Insurance	\$ 37,148	\$ 37,148	\$ 34,955	\$ 2,193
Pool Maintenance	\$ 10,200	\$ 10,200	\$ 10,875	\$ (675)
Pool Chemicals	\$ 8,500	\$ 8,500	\$ 9,972	\$ (1,472)
Janitorial Services	\$ 12,756	\$ 12,756	\$ 11,149	\$ 1,607
Pest Control	\$ 1,000	\$ 1,000	\$ 960	\$ 40
Facilities Maintenance	\$ 25,000	\$ 25,000	\$ 2,020	\$ 22,980
Cable, Internet & Telephone Services	\$ 5,500	\$ 5,500	\$ 5,110	\$ 390
Electric - Amenities	\$ 18,000	\$ 18,000	\$ 13,806	\$ 4,194
Water & Sewer - Amenities	\$ 25,000	\$ 25,000	\$ 21,292	\$ 3,708
Gas Service	\$ 950	\$ 950	\$ 554	\$ 396
Security Monitoring	\$ 1,500	\$ 1,500	\$ 190	\$ 1,310
Access Cards	\$ 500	\$ 500	\$ -	\$ 500
Operating Supplies	\$ 3,000	\$ 3,000	\$ 2,506	\$ 494
Amenity Repairs & Maintenance	\$ 18,800	\$ 18,800	\$ 11,290	\$ 7,510
Pool Repairs & Maintenance	\$ 15,000	\$ 15,000	\$ -	\$ 15,000
Special Events	\$ 13,000	\$ 13,000	\$ 7,849	\$ 5,151
Holiday Décor	\$ 4,000	\$ 4,000	\$ 905	\$ 3,095
Fitness Center Repairs & Maintenance	\$ 500	\$ 500	\$ 1,109	\$ (609)
Office Supplies	\$ 1,000	\$ 1,000	\$ 292	\$ 708
Elevator Maintenance	\$ 2,000	\$ 2,000	\$ 275	\$ 1,725
Contingency	\$ 9,041	\$ 9,041	\$ 348	\$ 8,693
Subtotal Amenity Expenditures	\$ 291,145	\$ 291,145	\$ 212,407	\$ 78,738
Total Operations & Maintenance	\$ 619,372	\$ 619,372	\$ 561,031	\$ 58,341
Total Expenditures	\$ 715,326	\$ 715,326	\$ 654,794	\$ 60,532
Excess (Deficiency) of Revenues over Expenditures	\$ 10,000		\$ 90,560	
<u>Other Financing Sources/(Uses):</u>				
Transfer (Out)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ -
Transfer In	\$ -	\$ -	\$ 10,345	\$ 10,345
Total Other Financing Sources/(Uses)	\$ (10,000)	\$ (10,000)	\$ 345	\$ 10,345
Net Change in Fund Balance	\$ -		\$ 90,905	
Fund Balance - Beginning	\$ -		\$ 12,346	
Fund Balance - Ending	\$ -		\$ 103,251	

Deer Run
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
<u>Revenues</u>				
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ 993	\$ (993)
Total Expenditures	\$ -	\$ -	\$ 993	\$ (993)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (993)	
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ 10,000	\$ 10,000	\$ 10,000	\$ -
Total Other Financing Sources (Uses)	\$ 10,000	\$ 10,000	\$ 10,000	\$ -
Net Change in Fund Balance	\$ 10,000		\$ 9,007	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ 10,000		\$ 9,007	

Deer Run
Community Development District
Debt Service Fund Series 2008
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 0	\$ 0
Total Revenues	\$ -	\$ -	\$ 0	\$ 0
Expenditures:				
Interest - 11/1	\$ -	\$ -	\$ -	\$ -
Principal - 5/1	\$ -	\$ -	\$ -	\$ -
Interest - 5/1	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 0	
Fund Balance - Beginning	\$ -		\$ 616	
Fund Balance - Ending	\$ -		\$ 616	

Deer Run
Community Development District
Debt Service Fund Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 246,493	\$ 246,493	\$ 244,834	\$ (1,659)
Assessments - Direct	\$ 405,970	\$ 405,970	\$ 405,970	\$ -
Prepayments	\$ -	\$ -	\$ 71,502	\$ 71,502
Interest	\$ 100	\$ 100	\$ 2,494	\$ 2,394
Total Revenues	\$ 652,563	\$ 652,563	\$ 724,799	\$ 72,237
Expenditures:				
Interest - 11/1	\$ 231,598	\$ 231,598	\$ 231,598	\$ -
Principal - 5/1	\$ 190,000	\$ 190,000	\$ 190,000	\$ -
Interest - 5/1	\$ 231,598	\$ 231,598	\$ 231,598	\$ -
Special Call - 8/1	\$ -	\$ -	\$ 15,000	\$ (15,000)
Interest - 8/1	\$ -	\$ -	\$ 204	\$ (204)
Total Expenditures	\$ 653,195	\$ 653,195	\$ 668,399	\$ (15,204)
Excess (Deficiency) of Revenues over Expenditures	\$ (633)		\$ 56,401	
Fund Balance - Beginning	\$ 342,444		\$ 744,641	
Fund Balance - Ending	\$ 341,811		\$ 801,042	

Deer Run
Community Development District
Capital Projects Fund Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
Revenues				
Interest	\$ -	\$ -	\$ 73	\$ 73
Total Revenues	\$ -	\$ -	\$ 73	\$ 73
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 73	
Fund Balance - Beginning	\$ -		\$ 22,024	
Fund Balance - Ending	\$ -		\$ 22,097	

Deer Run
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 40,098	\$ 307,639	\$ 11,696	\$ 2,223	\$ 5,003	\$ 5,062	\$ -	\$ 5,392	\$ -	\$ -	\$ -	\$ 377,114
Assessments - Direct	\$ -	\$ 86,119	\$ 86,119	\$ -	\$ 86,119	\$ -	\$ -	\$ 86,119	\$ -	\$ -	\$ -	\$ -	\$ 344,475
Golf Course Lake Maintenance Contribution	\$ -	\$ -	\$ 1,005	\$ 1,005	\$ -	\$ -	\$ -	\$ -	\$ 1,005	\$ -	\$ -	\$ 1,005	\$ 4,020
Developer Contributions	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500
Rental Income	\$ 1,150	\$ 550	\$ -	\$ 220	\$ 200	\$ 300	\$ 200	\$ 200	\$ 400	\$ 350	\$ 100	\$ 385	\$ 4,055
Miscellaneous Income-HOA Lights	\$ 6,988	\$ -	\$ 3,494	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,481
Miscellaneous Income	\$ -	\$ 1,709	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,709
Total Revenues	\$ 11,638	\$ 2,259	\$ 4,499	\$ 1,225	\$ 200	\$ 300	\$ 200	\$ 200	\$ 1,405	\$ 350	\$ 100	\$ 1,390	\$ 745,354

Expenditures:

General & Administrative:

Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ 800	\$ 1,400	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 4,200
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ 61	\$ 107	\$ -	\$ -	\$ 77	\$ -	\$ 77	\$ -	\$ 321
Engineering	\$ -	\$ 225	\$ 680	\$ -	\$ 520	\$ 480	\$ 5,003	\$ 5,050	\$ -	\$ 48	\$ -	\$ 278	\$ 12,283
Dissemination	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 2,500
Attorney	\$ -	\$ 1,588	\$ 228	\$ 2,963	\$ 1,478	\$ 2,726	\$ 339	\$ 2,354	\$ 122	\$ 879	\$ 1,645	\$ 800	\$ 15,120
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,535	\$ -	\$ -	\$ -	\$ 3,535
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500	\$ -	\$ 3,500
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ 450
Assessment Roll Services	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Management Fees	\$ 2,732	\$ 2,732	\$ 2,732	\$ 2,732	\$ 2,732	\$ 2,732	\$ 2,732	\$ 2,732	\$ 2,732	\$ 2,732	\$ 2,732	\$ 2,732	\$ 32,782
Information Technology	\$ 73	\$ 73	\$ 73	\$ 73	\$ 73	\$ 73	\$ 73	\$ 73	\$ 73	\$ 73	\$ 73	\$ 73	\$ 876
Website Maintance	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 524
Telephone	\$ -	\$ -	\$ -	\$ 24	\$ -	\$ -	\$ -	\$ 67	\$ -	\$ 69	\$ -	\$ -	\$ 160
Postage	\$ 102	\$ 33	\$ 53	\$ 65	\$ 27	\$ 55	\$ 7	\$ 13	\$ 54	\$ 35	\$ 33	\$ 11	\$ 488
Insurance	\$ 6,549	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,549
Printing & Binding	\$ -	\$ -	\$ 55	\$ -	\$ 11	\$ -	\$ 70	\$ -	\$ -	\$ 142	\$ -	\$ -	\$ 279
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ 25	\$ 204	\$ -	\$ 25	\$ 4,887	\$ -	\$ 30	\$ -	\$ 5,170
Other Current Charges	\$ 128	\$ 83	\$ 783	\$ 41	\$ 21	\$ 26	\$ 68	\$ 79	\$ 655	\$ 102	\$ 107	\$ 222	\$ 2,314
Office Supplies	\$ 8	\$ 0	\$ 3	\$ 0	\$ 1	\$ 0	\$ 0	\$ 13	\$ 1	\$ 9	\$ -	\$ 1	\$ 36
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 12,519	\$ 4,986	\$ 4,859	\$ 6,150	\$ 6,001	\$ 8,055	\$ 8,544	\$ 10,657	\$ 13,387	\$ 4,340	\$ 9,448	\$ 4,818	\$ 93,763

Operations & Maintenance

Field Expenditures													
Field Management	\$ 0	\$ 0	\$ 2,652	\$ 2,652	\$ 2,652	\$ 2,652	\$ 2,652	\$ 2,652	\$ 2,652	\$ 2,652	\$ 2,652	\$ 2,652	\$ 26,523
Electric	\$ 6,165	\$ 6,319	\$ 6,364	\$ 6,306	\$ 6,790	\$ 6,795	\$ 6,362	\$ 5,562	\$ 6,999	\$ 7,064	\$ 7,063	\$ 7,415	\$ 79,204
Water & Sewer	\$ 684	\$ 1,498	\$ 807	\$ 137	\$ 815	\$ 751	\$ 300	\$ 365	\$ 769	\$ 1,031	\$ 1,246	\$ 998	\$ 9,400
Landscape Maintenance	\$ 10,940	\$ 10,940	\$ 10,940	\$ 10,940	\$ 10,381	\$ 10,381	\$ 10,381	\$ 10,381	\$ 10,381	\$ 10,381	\$ 10,381	\$ 15,381	\$ 131,808
Landscape Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ 2,470	\$ 943	\$ 4,213
Lake Maintenance	\$ 2,205	\$ 2,205	\$ 2,205	\$ 2,205	\$ 2,335	\$ 2,335	\$ 2,335	\$ 2,335	\$ 2,335	\$ 2,335	\$ 2,335	\$ 2,335	\$ 27,500
Water Feature Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ 9,863	\$ -	\$ 822	\$ 6,470	\$ 1,475	\$ 1,740	\$ 13,550	\$ 904	\$ 31,500	\$ -	\$ 1,845	\$ 68,169
Contingency	\$ 149	\$ 249	\$ -	\$ -	\$ -	\$ -	\$ 350	\$ 858	\$ -	\$ -	\$ -	\$ 200	\$ 1,806
Subtotal Field Expenditures	\$ 20,143	\$ 31,073	\$ 22,968	\$ 23,062	\$ 29,444	\$ 24,389	\$ 24,121	\$ 36,503	\$ 24,040	\$ 54,964	\$ 26,147	\$ 31,769	\$ 348,623

Deer Run
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenity Expenditures													
Amenities Management	\$ 6,100	\$ 6,075	\$ 6,025	\$ 6,000	\$ 6,225	\$ 6,125	\$ 6,100	\$ 6,350	\$ 6,775	\$ 7,275	\$ 7,325	\$ 6,575	\$ 76,950
Property Insurance	\$ 34,955	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,955
Pool Maintenance	\$ 850	\$ 1,044	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850	\$ 925	\$ 1,181	\$ 925	\$ 10,875
Pool Chemicals	\$ 800	\$ 800	\$ 800	\$ 800	\$ 844	\$ 800	\$ 800	\$ 880	\$ 862	\$ 862	\$ 862	\$ 862	\$ 9,972
Janitorial Services	\$ -	\$ 1,315	\$ 750	\$ 1,167	\$ 1,000	\$ 750	\$ 917	\$ 917	\$ 1,167	\$ 1,250	\$ 1,000	\$ 918	\$ 11,149
Pest Control	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 960
Facilities Maintenance	\$ -	\$ 24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,466	\$ 529	\$ 2,020
Cable, Internet & Telephone Services	\$ 567	\$ 953	\$ 396	\$ 176	\$ 176	\$ 975	\$ 167	\$ 167	\$ 199	\$ 205	\$ 565	\$ 565	\$ 5,110
Electric - Amenities	\$ 1,030	\$ 1,020	\$ 1,021	\$ 1,169	\$ 1,063	\$ 1,171	\$ 1,126	\$ 1,150	\$ 1,234	\$ 1,279	\$ 1,217	\$ 1,326	\$ 13,806
Water & Sewer - Amenities	\$ 597	\$ 1,734	\$ 1,431	\$ 2,204	\$ 2,762	\$ 2,441	\$ 2,649	\$ 2,465	\$ 1,075	\$ 1,454	\$ 1,551	\$ 928	\$ 21,292
Gas Service	\$ 39	\$ 35	\$ 40	\$ 34	\$ 37	\$ 46	\$ 37	\$ 58	\$ 66	\$ 54	\$ 54	\$ 54	\$ 554
Security Monitoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 190	\$ 190
Access Cards	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Supplies	\$ -	\$ 503	\$ 56	\$ 16	\$ -	\$ -	\$ -	\$ 184	\$ 305	\$ 754	\$ 509	\$ 180	\$ 2,506
Amenity Repairs & Maintenance	\$ 1,763	\$ -	\$ 735	\$ 148	\$ -	\$ 2,661	\$ 736	\$ 1,408	\$ 1,024	\$ 1,220	\$ 1,596	\$ -	\$ 11,290
Pool Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Events	\$ 1,108	\$ 744	\$ 170	\$ 868	\$ 1,051	\$ 332	\$ 351	\$ 782	\$ 715	\$ 572	\$ 913	\$ 242	\$ 7,849
Holiday Décor	\$ -	\$ -	\$ 833	\$ 72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 905
Fitness Center Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ 894	\$ 175	\$ 1,109
Office Supplies	\$ -	\$ 32	\$ -	\$ -	\$ 11	\$ -	\$ 61	\$ 39	\$ -	\$ -	\$ -	\$ 148	\$ 292
Elevator Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 326	\$ -	\$ 22	\$ -	\$ 348
Subtotal Amenity Expenditures	\$ 47,890	\$ 14,358	\$ 13,186	\$ 13,584	\$ 14,099	\$ 16,547	\$ 13,874	\$ 15,329	\$ 14,678	\$ 15,930	\$ 19,235	\$ 13,697	\$ 212,407
Total Operations & Maintenance	\$ 68,034	\$ 45,432	\$ 36,154	\$ 36,646	\$ 43,543	\$ 40,936	\$ 37,995	\$ 51,832	\$ 38,718	\$ 70,894	\$ 45,382	\$ 45,466	\$ 561,031
Total Expenditures	\$ 80,553	\$ 50,418	\$ 41,013	\$ 42,796	\$ 49,544	\$ 48,991	\$ 46,539	\$ 62,489	\$ 52,105	\$ 75,234	\$ 54,830	\$ 50,283	\$ 654,794
Excess (Deficiency) of Revenues over Expenditures	\$ (68,915)	\$ (48,159)	\$ (36,514)	\$ (41,571)	\$ (49,344)	\$ (48,691)	\$ (46,339)	\$ (62,289)	\$ (50,700)	\$ (74,884)	\$ (54,730)	\$ (48,893)	\$ 90,560
Other Financing Sources/Uses:													
Transfer (Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (10,000)	\$ -	\$ -	\$ -	\$ -	\$ (10,000)
Transfer In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,345	\$ -	\$ -	\$ -	\$ -	\$ 10,345
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 345	\$ -	\$ -	\$ -	\$ -	\$ 345
Net Change in Fund Balance	\$ (68,915)	\$ (48,159)	\$ (36,514)	\$ (41,571)	\$ (49,344)	\$ (48,691)	\$ (46,339)	\$ (61,944)	\$ (50,700)	\$ (74,884)	\$ (54,730)	\$ (48,893)	\$ 90,905

Deer Run

Community Development District

Long Term Debt Report

Series 2018, Special Assessment Revenue and Refunding Bonds		
Interest Rate:	5.40%, 5.50%	
Maturity Date:	5/1/2044	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$403,290	
Reserve Fund Balance	\$404,591	
Bonds Outstanding - 08/02/18		\$11,175,000
Less: Principal Payment - 05/01/19		(\$205,000)
Less: Special Call - 05/01/19		(\$430,000)
Less: Special Call - 11/01/19		(\$895,000)
Less: Principal Payment - 05/01/20		(\$215,000)
Less: Special Call - 05/01/20		(\$75,000)
Less: Special Call - 08/01/20		(\$640,000)
Less: Special Call - 11/01/20		(\$10,000)
Less: Principal Payment - 05/01/21		(\$180,000)
Less: Principal Payment - 05/01/22		(\$190,000)
Current Bonds Outstanding		\$8,335,000

C.

DEER RUN
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2022

Gross Assessments \$659,782.88 \$ 400,055.03 \$ 259,727.85
Net Assessments \$620,195.91 \$ 376,051.73 \$ 244,144.18

ON ROLL ASSESSMENTS

Series 2018

							60.63%	39.37%	100.00%
DATE	DESCRIPTION	GROSS AMT	COMMISSIONS	DISC/PENALTY	INTEREST	NET RECEIPTS	O&M Portion	DSF Portion	Total
11/22/21	CK#62778	\$70,313.57	\$1,349.62	\$2,832.72	\$0.00	\$66,131.23	\$40,098.24	\$26,032.99	\$66,131.23
12/14/21	CK#62830	\$539,292.52	\$10,354.42	\$21,571.30	\$0.00	\$507,366.80	\$307,638.54	\$199,728.26	\$507,366.80
01/04/22	CK#63110	\$12,758.52	\$246.50	\$433.38	\$0.00	\$12,078.64	\$7,323.80	\$4,754.84	\$12,078.64
01/25/22	CK#63158	\$7,585.91	\$147.17	\$227.60	\$0.00	\$7,211.14	\$4,372.43	\$2,838.71	\$7,211.14
02/15/22	Ck#63374	\$3,804.09	\$74.83	\$62.40	\$0.00	\$3,666.86	\$2,223.38	\$1,443.48	\$3,666.86
03/30/22	Ck#63440	\$8,559.93	\$168.40	\$139.98	\$0.00	\$8,251.55	\$5,003.27	\$3,248.28	\$8,251.55
04/28/22	ck#63568	\$8,519.04	\$170.38	\$0.00	\$0.00	\$8,348.66	\$5,062.16	\$3,286.50	\$8,348.66
06/07/22	Ck#63691	\$8,009.37	\$163.27	\$0.00	\$153.89	\$7,999.99	\$4,850.74	\$3,149.25	\$7,999.99
06/22/22	CK#63898	\$939.86	\$18.23	\$28.20	\$0.00	\$893.43	\$541.73	\$351.70	\$893.43
TOTAL		\$659,782.81	\$12,692.82	\$25,295.58	\$153.89	\$621,948.30	\$377,114.29	\$244,834.01	\$621,948.30

DIRECT ASSESSMENTS

DR Horton				Net Assessments	\$750,444.52	\$344,474.57	\$405,969.95
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	DEBT SERVICE FUND 2018	
11/9/21	10/1/21	1410855	\$187,611.13	\$187,611.13	\$86,118.64	\$101,492.49	
12/10/21	12/1/21	1410855	\$187,611.13	\$187,611.13	\$86,118.64	\$101,492.49	
2/11/22	2/1/22	1448151	\$187,611.13	\$187,611.13	\$86,118.64	\$101,492.49	
5/5/22	5/1/22	1495005	\$187,611.13	\$187,611.13	\$86,118.64	\$101,492.49	
			\$750,444.52	\$750,444.52	\$344,474.57	\$405,969.96	

D.

Deer Run Community Development District

Summary of Check Register

July 01, 2022 through September 30, 2022

Fund	Date	Check No.'s	Amount
General Fund			
	7/1/22	1585-1588	\$ 1,949.26
	7/13/22	1589-1598	\$ 45,906.45
	7/25/22	1599-1602	\$ 7,029.50
	8/3/22	1603-1609	\$ 6,276.05
	8/12/22	1610-1616	\$ 58,997.19
	8/24/22	1617-1621	\$ 3,059.34
	8/30/22	1622-1623	\$ 8,386.60
	9/2/22	1624-1629	\$ 16,492.88
	9/6/22	1630	\$ 5,250.00
	9/14/22	1631-1638	\$ 12,108.08
	9/21/22	1639-1644	\$ 58,015.88
Total Amount			\$ 223,471.23

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/01/22	00090	6/23/22 144260	202206 310-51300-49000	LOAD READ CONVERT FILES	*	578.23	
				ADVANCED DIRECT MARKETING SERVICES			578.23 001585
7/01/22	00007	6/01/22 6191	202206 320-53800-47100	ANNUAL FIRE/SWIM/TEN INSP	*	326.00	
				CITY OF BUNNELL			326.00 001586
7/01/22	00003	5/31/22 00046398	202205 310-51300-48000	NOT	*	24.78	
				DAYTONA NEWS-JOURNAL			24.78 001587
7/01/22	00056	6/16/22 125	202206 320-53800-53000	MAINT SUPPLIES JUNE 22	*	305.03	
		6/16/22 126	202206 320-53800-59000	MAINT SUPPLY JUNE 22	*	715.22	
				RIVERSIDE MANAGEMENT SERVICES, INC			1,020.25 001588
7/13/22	00046	6/30/22 359133	202206 310-51300-32200	ANNUAL AUDIT FY21	*	3,535.00	
				BERGER, TOOMBS, ELAM, GAINES & FRANK			3,535.00 001589
7/13/22	00027	7/01/22 18002857	202207 320-53800-43000	PREMIUM LIGHTING JULY 22	*	902.00	
				FLORIDA POWER & LIGHT COMPANY			902.00 001590
7/13/22	00066	6/27/22 946846	202206 320-53800-48400	PEST CONTROL JUNE 22	*	80.00	
				FLORIDA PEST CONTROL & CHEMICAL CO			80.00 001591
7/13/22	00001	7/01/22 323	202207 310-51300-34000	MANAGEMENT FEES JULY 22	*	2,731.83	
		7/01/22 323	202207 310-51300-35200	WEBSITE ADMIN JULY 22	*	43.67	
		7/01/22 323	202207 310-51300-35100	INFORMATION TECH JULY 22	*	73.00	
		7/01/22 323	202207 310-51300-31300	DISSEMINATION SVC JULY 22	*	208.33	
		7/01/22 323	202207 310-51300-51000	OFFICE SUPPLIES JULY 22	*	9.23	
		7/01/22 323	202207 310-51300-42000	POSTAGE JULY 22	*	34.53	
		7/01/22 323	202207 310-51300-42500	COPIES JULY 22	*	142.20	
		7/01/22 323	202207 310-51300-41000	TELEPHONE JULY 22	*	69.15	

DRUN DEER RUN IARAUJO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		7/01/22 324	202207 320-53800-12000		*	2,652.25	
			FIELD MANAGEMENT JULY 22				
				GOVERNMENTAL MANAGEMENT SERVICES			5,964.19 001592
7/13/22 00082		6/20/22 032	202206 320-53800-48300		*	250.00	
			CLEANING 6/13/22				
		6/26/22 033	202206 320-53800-48300		*	250.00	
			CLEANING 6/20/22				
				J&G COMMERCIAL CLEANING SERVICE LLC			500.00 001593
7/13/22 00085		6/30/22 3068608	202205 310-51300-31500		*	2,353.50	
			GENERAL COUNSEL MAY 22				
				KUTAK ROCK LLP			2,353.50 001594
7/13/22 00089		7/05/22 1483	202207 320-53800-46200		*	13,650.00	
			50% DEPOSIT FOR PARTS				
				M&M SALES SERVICE			13,650.00 001595
7/13/22 00059		7/01/22 11129560	202207 320-53800-48100		*	862.00	
			POOL CHEMICALS JULY 22				
				POOLSURE			862.00 001596
7/13/22 00056		6/30/22 127	202206 320-53800-12100		*	1,525.00	
			ASSISTANT MGMR JUNE 22				
		7/01/22 124	202207 320-53800-12100		*	5,250.00	
			FACILITY MGMT JULY 22				
				RIVERSIDE MANAGEMENT SERVICES, INC			6,775.00 001597
7/13/22 00042		6/17/22 PC 38659	202206 320-53800-46200		*	903.57	
			CURB STOP VALVE				
		7/01/22 PC 38975	202207 320-53800-46000		*	10,381.19	
			LANDSCAPE MAINT JULY 22				
				YELLOWSTONE LANDSCAPE			11,284.76 001598
7/25/22 00081		7/01/22 13109	202207 320-53800-48000		*	925.00	
			POOL MAINT JULY 22				
				AQUATIC XPRESSSS			925.00 001599
7/25/22 00091		7/12/22 0F616212	202207 320-53800-54000		*	712.00	
			EXTINGUISHER INSPECTION				
				CINTAS FIRE 636525			712.00 001600
7/25/22 00043		3/18/22 2091854	202202 310-51300-31100		*	520.00	
			ENGINEER SVCS FEB 2022				
		4/15/22 2105447	202203 310-51300-31100		*	340.00	
			ENGINEER SVCS MAR 22				

DRUN DEER RUN IARAUJO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		7/10/22 2147724	202205 310-51300-31100		*	3,782.50	
			STORMWATER ANALYSIS				
				DEWBERRY ENGINEERS INC.			4,642.50 001601
7/25/22 00082		7/04/22 034	202206 320-53800-48300		*	250.00	
			CLEANING 6/27/22				
		7/10/22 035	202207 320-53800-48300		*	250.00	
			CLEANING 7/4/22				
		7/18/22 036	202207 320-53800-48300		*	250.00	
			CLEANING 7/11/22				
				J&G COMMERCIAL CLEANING SERVICE LLC			750.00 001602
8/03/22 00081		8/01/22 13435	202208 320-53800-48000		*	925.00	
			POOL MAINTENANCE AUG 22				
				AQUATIC XPRESSSS			925.00 001603
8/03/22 00051		6/30/22 203813	202206 320-53800-47000		*	135.00	
			LAKE MAINTENANCE JUNE 22				
		6/30/22 203814	202206 320-53800-47000		*	110.00	
			LAKE MAINTENANCE JUNE 22				
		6/30/22 203815	202206 320-53800-47000		*	2,090.00	
			LAKE MAINTENANCE JUNE 22				
				APPLIED AQUATIC MANAGEMENT, INC.			2,335.00 001604
8/03/22 00066		7/08/22 144646	202207 320-53800-48400		*	80.00	
			PEST CONTROL JULY 22				
				FLORIDA PEST CONTROL & CHEMICAL CO			80.00 001605
8/03/22 00092		8/01/22 368345	202208 320-53800-54000		*	480.00	
			PICKLE BALL GATES FIXED				
				HI-TECH SYSTEM ASSOCIATES INC			480.00 001606
8/03/22 00082		7/25/22 037	202207 320-53800-48300		*	250.00	
			WEEKLY CLEANING 7/18/22				
		7/31/22 038	202207 320-53800-48300		*	250.00	
			WEEKLY CLEANING 7/25/22				
				J&G COMMERCIAL CLEANING SERVICE LLC			500.00 001607
8/03/22 00085		7/31/22 3082882	202206 310-51300-31500		*	121.50	
			GENERAL COUNSEL JUNE 22				
				KUTAK ROCK LLP			121.50 001608
8/03/22 00056		7/19/22 129	202207 320-53800-54000		*	508.24	
			AMENITY REPAIR & MAINT				
		7/19/22 129	202207 320-53800-53000		*	753.95	
			OPERATING SUPPLIES				

DRUN DEER RUN IARAUJO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		7/19/22 130	202207 320-53800-59000		*	572.36	
			MAINTENANCE SUPPLIES				
				RIVERSIDE MANAGEMENT SERVICES, INC			1,834.55 001609
8/12/22 00051		7/31/22 204553	202207 320-53800-47000		*	135.00	
			LAKE MAINTENANCE JULY 22				
		7/31/22 204554	202207 320-53800-47000		*	110.00	
			LAKE MAINTENANCE JULY 22				
		7/31/22 204555	202207 320-53800-47000		*	2,090.00	
			LAKE MAINTENANCE JULY 22				
				APPLIED AQUATIC MANAGEMENT, INC.			2,335.00 001610
8/12/22 00027		8/01/22 18002891	202208 320-53800-43000		*	902.00	
			PREMIUM LIGHTING AUG 22				
				FLORIDA POWER & LIGHT COMPANY			902.00 001611
8/12/22 00001		8/01/22 325	202208 310-51300-34000		*	2,731.83	
			MANAGEMENT FEES AUG 22				
		8/01/22 325	202208 310-51300-35200		*	43.67	
			WEBSITE ADMIN AUG 22				
		8/01/22 325	202208 310-51300-35100		*	73.00	
			INFORMATIN TECH AUG 22				
		8/01/22 325	202208 310-51300-31300		*	208.33	
			DISSEMINATION SVC AUG 22				
		8/01/22 325	202208 310-51300-42000		*	32.92	
			POSTAGE AUG 22				
		8/01/22 326	202208 320-53800-12000		*	2,652.25	
			FIELD MANAGEMENT AUG 22				
				GOVERNMENTAL MANAGEMENT SERVICES			5,742.00 001612
8/12/22 00089		7/13/22 1763	202207 320-53800-46200		*	27,300.00	
			INSTALL HMI & PLC CONTROL				
				M&M SALES SERVICE			27,300.00 001613
8/12/22 00059		8/01/22 11129560	202208 320-53800-48100		*	862.00	
			WATER MANAGEMENT AUG 22				
				POOLSURE			862.00 001614
8/12/22 00056		8/01/22 128	202208 320-53800-12100		*	5,250.00	
			FACILITY MGMT AUG 22				
		8/04/22 131	202207 320-53800-12100		*	2,025.00	
			ASSISTANT MANAGER JULY 22				
				RIVERSIDE MANAGEMENT SERVICES, INC			7,275.00 001615
8/12/22 00042		7/24/22 PC 40357	202207 320-53800-46200		*	4,200.00	
			REPAIR IRRIGATION MAINLIN				

DRUN DEER RUN IARAUJO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		8/01/22	PC 40581 202208 320-53800-46000		*	10,381.19	
			LANDSCAPE MAINT AUG 22				
				YELLOWSTONE LANDSCAPE			14,581.19 001616
8/24/22	00003	7/31/22	00047898 202207 310-51300-48000		*	252.54	
			NOT				
				DAYTONA NEWS-JOURNAL			252.54 001617
8/24/22	00043	8/26/22	2161809 202207 310-51300-31100		*	47.50	
			STORMWATER ANALYSIS				
				DEWBERRY ENGINEERS INC.			47.50 001618
8/24/22	00066	8/16/22	949947 202208 320-53800-48400		*	80.00	
			PEST CONTROL AUG 22				
				FLORIDA PEST CONTROL & CHEMICAL CO			80.00 001619
8/24/22	00082	8/07/22	039 202207 320-53800-48300		*	250.00	
			CLEANING 7/25/22				
		8/14/22	040 202208 320-53800-48300		*	250.00	
			CLEANING 8/8/22				
		8/21/22	041 202208 320-53800-48300		*	250.00	
			CLEANING 8/15/22				
				J&G COMMERCIAL CLEANING SERVICE LLC			750.00 001620
8/24/22	00056	8/17/22	132 202208 320-53800-59000		*	912.85	
			SPECIAL EVENTS AUG 22				
		8/17/22	133 202208 320-53800-53000		*	168.02	
			OPERATING SUPPLIES AUG 22				
		8/17/22	133 202208 320-53800-48000		*	256.08	
			POOL MAINT AUG 22				
		8/17/22	133 202208 320-53800-50000		*	592.35	
			FACILITIES MAINT AUG 22				
				RIVERSIDE MANAGEMENT SERVICES, INC			1,929.30 001621
8/30/22	00003	6/30/22	00047147 202206 310-51300-48000		*	4,886.60	
			NOT ADOPT BUDGET 6/22-29				
				DAYTONA NEWS-JOURNAL			4,886.60 001622
8/30/22	00034	8/04/22	103853 202208 310-51300-32300		*	3,500.00	
			TRUSTEE FEES S2018				
				REGIONS BANK			3,500.00 001623
9/02/22	00091	8/23/22	0F616218 202208 320-53800-54000		*	523.00	
			ANNUAL ALARM SYSTEM				
		8/23/22	0F616224 202208 320-53800-54000		*	592.75	
			ANNUAL SPRINKLER SYSTEM				
				CINTAS FIRE 636525			1,115.75 001624
				DRUN DEER RUN			
				IARAUJO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/02/22	00092	6/07/22 365598	202206 320-53800-54000	REPAIR DROP BOX	*	519.95	
				HI-TECH SYSTEM ASSOCIATES INC			519.95 001625
9/02/22	00082	8/29/22 042	202208 320-53800-48300	CLEANING 8/22/22	*	250.00	
				J&G COMMERCIAL CLEANING SERVICE LLC			250.00 001626
9/02/22	00093	8/25/22 K7213-3	202208 320-53800-56000	EXERCISE EQUIP REPAIRS	*	893.99	
				LLOYDS EXERCISE EQUIPMENT			893.99 001627
9/02/22	00059	9/01/22 11129560	202209 320-53800-48100	POOL CHEMICALS SEPT 22	*	862.00	
				POOLSURE			862.00 001628
9/02/22	00042	8/19/22 PC 41668	202208 320-53800-46100	AMENITY CNTR PALM PRUNING	*	1,690.00	
		8/24/22 PC 41786	202208 320-53800-46100	AMENITY CNTR LANDSCAPE	*	780.00	
		9/01/22 PC 41957	202209 320-53800-46000	LANDSCAPE MAINT SEPT 22	*	10,381.19	
				YELLOWSTONE LANDSCAPE			12,851.19 001629
9/06/22	00056	9/01/22 134	202209 320-53800-12100	FACILITY MGMT SEPT 22	*	5,250.00	
				RIVERSIDE MANAGEMENT SERVICES, INC			5,250.00 001630
9/14/22	00081	9/01/22 13800	202209 320-53800-48000	POOL MAINTENANCE SEPT 22	*	925.00	
				AQUATIC XPRESSS			925.00 001631
9/14/22	00027	9/01/22 18002929	202209 320-53800-43000	PREMIUM LIGHTING SEPT 22	*	902.00	
				FLORIDA POWER & LIGHT COMPANY			902.00 001632
9/14/22	00001	9/01/22 327	202209 310-51300-34000	MANAGEMENT FEES SEPT 22	*	2,731.83	
		9/01/22 327	202209 310-51300-35200	WEBSITE ADMIN SEPT 22	*	43.67	
		9/01/22 327	202209 310-51300-35100	INFORMATION TECH SEPT 22	*	73.00	
		9/01/22 327	202209 310-51300-31300	DISSEMINATION SVC SEPT 22	*	208.33	
		9/01/22 327	202209 310-51300-51000	OFFICE SUPPLIES SEPT 22	*	.60	

DRUN DEER RUN IARAUJO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		9/01/22 327	202209 310-51300-42000		*	11.40	
		POSTAGE SEPT 22					
		9/01/22 328	202209 320-53800-12000		*	2,652.25	
		FIELD MANAGEMENT SEPT 22					
				GOVERNMENTAL MANAGEMENT SERVICES			5,721.08 001633
9/14/22 00092		9/06/22 65501	202209 320-53800-51000		*	95.00	
		SERVICE CALL CHARGE					
		9/06/22 65521	202209 320-53800-51000		*	95.00	
		SERVICE LABOR					
				HI-TECH SYSTEM ASSOCIATES INC			190.00 001634
9/14/22 00082		9/05/22 043	202208 320-53800-48300		*	250.00	
		CLEANING 8/29/22					
				J&G COMMERCIAL CLEANING SERVICE LLC			250.00 001635
9/14/22 00060		9/01/22 11109589	202209 320-53800-49000		*	200.00	
		DEFIBRILLATOR ANNUAL BILL					
				LIFESAFE SERVICES, LLC			200.00 001636
9/14/22 00089		9/13/22 1777	202209 320-53800-46200		*	1,845.00	
		INSTALL FLOW SWITCH					
				M&M SALES SERVICE			1,845.00 001637
9/14/22 00056		8/31/22 135	202208 320-53800-12100		*	2,075.00	
		ASSISTANT MANAGER AUG 22					
				RIVERSIDE MANAGEMENT SERVICES, INC			2,075.00 001638
9/21/22 00036		9/13/22 6149-09-	202209 310-51300-31200		*	450.00	
		ARBITRAGE S2018					
				AMTEC			450.00 001639
9/21/22 00003		8/31/22 00048666	202208 310-51300-48000		*	252.54	
		NOT BUDGET MEETING 8/3/22					
		8/31/22 00048666	202208 310-51300-48000		*	29.84	
		NOT OF MEETINGS 8/10/22					
				DAYTONA NEWS-JOURNAL			282.38 001640
9/21/22 00043		4/15/22 2105448	202203 310-51300-31100		*	140.00	
		STORMWATER ANALYSIS MAR22					
		5/23/22 2119838	202204 310-51300-31100		*	5,002.50	
		STORMWATER ANALYSIS APR22					
		6/15/22 2133832	202205 310-51300-31100		*	700.00	
		PERMIT COMPLIANCE MAY 22					
		6/15/22 2133834	202205 310-51300-31100		*	290.00	
		STORMWATER ANALYSIS MAY22					
				DEWBERRY ENGINEERS INC.			6,132.50 001641
				DRUN DEER RUN			
				IARAUJO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/21/22	00054	9/16/22 6	202209 310-51300-49000		*	100.00	
		AMORT S2018 8/1/22		DISCLOSURE SERVICES, LLC			100.00 001642
9/21/22	00033	9/02/22 16617	202209 300-15500-10000		*	46,051.00	
		POLICY RENEWAL FY23		EGIS INSURANCE ADVISORS, LLC			46,051.00 001643
9/21/22	00001	9/15/22 329	202209 300-15500-10000		*	5,000.00	
		ASSESSMENT ROLL CERT FY23		GOVERNMENTAL MANAGEMENT SERVICES			5,000.00 001644
TOTAL FOR BANK A						223,471.23	
TOTAL FOR REGISTER						223,471.23	

DRUN DEER RUN IARAUJO