

*Deer Run Community
Development District*

Agenda

August 26, 2026

AGENDA

Deer Run Community Development District

475 West Town Place

Suite 114

St. Augustine, Florida 32092

District Website: www.DeerRunCDD.com

August 19, 2026

Board of Supervisors
Deer Run Community Development District

Dear Board Members:

The Meeting of the Board of Supervisors of the Deer Run Community Development District Meeting is scheduled for **Wednesday, August 26, 2026 at 6:30 p.m.** at the Island Club, 501 Grand Reserve Drive, Bunnell, Florida 32110.

- I. Roll Call
- II. Public Comments (*regarding agenda items below*).
- III. Discussion Items:
 - A. Speed Study & Traffic Calming Recommendations
 - B. Tutoring Services at Amenity Center
- IV. Consideration of:
 - A. Re-Upholstering Furniture Proposals
 - B. Revised Amenity Center Policies
- V. Ratification of Agreements:
 - A. Pearson's Plumbing Sump Pump Service Proposal and Addendum
 - B. Release of Claims and Settlement with Freedom HOA on Streetlights
 - C. Nancy White – Fitness Instruction
 - D. Irene Beissel – Yoga Instruction
- VI. Public Hearing Adopting the Budget for Fiscal Year 2027
 - A. Consideration of Resolution 2026-03, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2027

- B. Consideration of Resolution 2026-04, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2027
- VII. Public Hearing for the Purpose of Adopting Amended and Restated Rules of Procedure; Consideration of Resolution 2026-05
- VIII. Engineer's Report
 - A. Consideration of General Engineering Work Authorization
- IX. Staff Reports
 - A. Attorney
 - B. District Manager
 - 1. Discussion of Fiscal Year 2027 Meeting Schedule
 - 2. Discussion of Fiscal Year 2027 Goals and Objectives
 - C. Operations Manager
 - 1. Report
 - 2. Landscape Report - Yellowstone
 - D. Amenity Manager
- X. Supervisor's Request
- XI. Public Comments
- XII. Approval of Consent Agenda
 - A. Approval of the Minutes of the July 22, 2026 Meeting
 - B. Balance Sheet as of July 31, 2026 and Statement of Revenues and Expenses for the Period Ending July 31, 2026
 - C. Approval of Check Register
- XIII. Next Scheduled Meeting – To Be Determined
- XIV. Adjournment

Community Interest:

- A. Amenity Maintenance & Policy
- B. Social Events
- C. Contracts – *Supervisor Garner*
- D. Irrigation & Landscape

THIRD ORDER OF BUSINESS

A.



BUNNELL POLICE DEPARTMENT

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August 11, 2026

Mr. Gary Masten, Assistant Secretary
Deer Run Community Development District
315 Grand Reserve Drive
Bunnell, Florida 32110

BY EMAIL: gary.masten@gmail.com

RE: Grand Reserve 2026 Speed Study Findings

Dear Mr. Masten:

In response to your June 10, 2026, request regarding speeding concerns within Grand Reserve, I am providing the results of the Bunnell Police Department's most recent speed study, along with supporting materials for your review and consideration.

I sincerely apologize for the delay in completing your request. Our traffic-data equipment required software updates, which extended the time needed to collect and properly analyze the information.

Volunteer Public Safety Officer Jay Lampiasi conducted the study. PSO Lampiasi retired after more than 25 years as a law enforcement officer, including more than 12 years managing a large traffic unit for the Brick Township Police Department in New Jersey. He holds certifications from Kean University as a Traffic Safety Specialist and Traffic Control Technician and completed the Rutgers University Advanced Traffic Engineering for Police Program.

For comparison, I included the April 2024 Grand Reserve Traffic Study and a brief comparative assessment prepared for the CDD's consideration.

Based on the 2026 findings, Lieutenant Shane Groth directed our officers to conduct targeted speed-enforcement operations during the identified days and times as staffing and calls for service permit.

If you or any member of the CDD would like to discuss the findings, please contact me at your convenience.

Respectfully,



David F. Brannon II
Chief of Police

01L0017.26

Attachments

cc: Mayor & City Commissioners
Dr. Alvin B. Jackson Jr., City Manager

2026 Grand Reserve Speed Study

TERMS ASSOCIATED WITH DATA	
Excessive Speed:	Excessive Speed is a speed set for a Study that is considered unsafe for current conditions. It is a speed that a reasonable and prudent police officer, while conducting speed enforcement, would have initiated a motor vehicle stop and issued a Traffic Citation.
85th Percentile:	The 85 th Percentile is the speed at or below which 85 percent of the vehicles recorded are traveling, not at what 85% of the vehicles are traveling at. The Federal Highway Administration and the MUTCD, states that the 85 th Percentile should be within 5 mph plus or minus of the posted speed limit. Anything over 5 mph identifies a safety concern and a Traffic Study should be completed.
10 Mile Pace:	The 10 mph Pace is used in evaluating speed data in comparison to the 85 th Percentile and to measure whether the posted speed limit for that area is set correctly. It is the speed range that the majority of vehicles recorded in the 85 th Percentile are traveling at. To determine if the speed limit is set correctly, the 10 mph Pace should fall within the posted speed limit range.

TRAFFIC STUDY			
Survey Start Date:	July 24, 2026	Survey End Date:	July 31, 2026
Location:	Grand Reserve Drive in the area of Fairway Court		
Speed Limit:	25 mph	Road System:	Private Residential, Paved Asphalt

SUMMARY OF TRAFFIC DATA COLLECTOR														
Vehicle Count:														
Total Count:	11485		N	S	E	W	5134		N	S	E	W	6351	
Average Speed:														
Combined:	26.91	mph	N	S	E	W	25.66	mph	N	S	E	W	27.93	mph
Vehicles Over the Speed Limit:														
Combined:	7086		N	S	E	W	2826		N	S	E	W	4260	
Vehicle Over the Excessive Speed Limit: Excessive Speed Set for This Study: 32 mph														
Combined:	1930		N	S	E	W	448		N	S	E	W	1482	
Maximum Speed Recorded:														
Combined:	90	mph	N	S	E	W	46	mph	N	S	E	W	90	mph
85 th Percentile:														
Combined:	32	mph	N	S	E	W	30	mph	N	S	E	W	34	mph
10 mph Pace:														
Combined:	22-31	mph	N	S	E	W	21-30	mph	N	S	E	W	23-32	mph

Best Speed Enforcement Times		
Day of Week	Westbound	Eastbound
Monday	0600-0700 hours	1130-1230 hours
Tuesday	1200-1300 hours	0900-1000 hours
Wednesday	1000-1100 hours	0900-1000 hours
Thursday	1200-1300 hours	1000-1100 hours
Friday	1700-1800 hours	0900-1000 hours
Saturday	0600-0700 hours	0900-1000 hours
Sunday	1500-1600 hours	1600-1700 hours

TRAFFIC STUDY			
Survey Start Date:	July 24, 2026	Survey End Date:	July 31, 2026
Location:	Grand Reserve Drive in the area of the Sand Wedge Lane (Clubhouse)		
Speed Limit:	25 mph	Road System:	Private Residential, Paved Asphalt

SUMMARY OF TRAFFIC DATA COLLECTOR											
Vehicle Count:											
Total Count:	10143		N	S	E	W	5387		N	S	E W 4756
Average Speed:											
Combined:	24.65	mph	N	S	E	W	24.99	mph	N	S	E W 24.25 mph
Vehicles Over the Speed Limit:											
Combined:	4781		N	S	E	W	2711		N	S	E W 2070
Vehicle Over the Excessive Speed Limit:						Excessive Speed Set for This Study: 32 mph					
Combined:	771		N	S	E	W	489		N	S	E W 282
Maximum Speed Recorded:											
Combined:	64	mph	N	S	E	W	64	mph	N	S	E W 41 mph
85th Percentile:											
Combined:	30	mph	N	S	E	W	30	mph	N	S	E W 29 mph
10 mph Pace:											
Combined:	20-29	mph	N	S	E	W	20-29	mph	N	S	E W 20-29 mph

Best Speed Enforcement Times		
Day of Week	Westbound	Eastbound
Monday	1600-1700 hours	1600-1700 hours
Tuesday	1100-1200 hours	1500-1600 hours
Wednesday	0900-1000 hours	1400-1500 hours
Thursday	0900-1000 hours	1500-1600 hours
Friday	0830-0930 hours	1130-1230 hours
Saturday	1200-1300 hours	1500-1600 hours
Sunday	1300-1400 hours	1500-1600 hours



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TRAFFIC SURVEY REPORT

Survey Start Date: 03/08/2024 **Survey End Date:** 03/18/2024

Location: Grand Reserve Boulevard Bunnell FL 32110

Latitude: 29.481236 **Longitude:** -81.242825

Road Identification:

Road System: Public **Road Area:** Residential **Speed Limit:** 25 mph Posted

Road Surface: Pavement **Road Characteristics:** Straight and Level in Study Area

Number of Lanes: 2 **Lane Directions:** 1 Westbound, 1 Eastbound **Road Width:** 26 Feet

Traffic Controls: Speed Hump **Signage:** Speed Hump Warning

Lane Markings: "V" Directional speed hump marking and Solid white dash lines

Shoulder Lines: None

Equipment Used:

Stalker Street Dynamics, Traffic Data Collector (TDC) with two directional K-Band Doppler Radar. Stalker Street Dynamics, Easy Analyst Software

Data Collected:

Vehicle Count: 22,445 **Eastbound:** 10,210 **Westbound:** 12,235

Average Speed: 25.01 mph **Eastbound:** 24.43 mph **Westbound:** 25.49 mph

Vehicles Over the Speed Limit: 10,058 **Eastbound:** 4,003 **Westbound:** 6,055

Vehicles Over the Excessive Speed Limit: 866 **Eastbound:** 351 **Westbound:** 515

- *The EXCESSIVE Speed Limit was set at 35 mph, 10 mph over the Posted Speed Limit*

Maximum Speed Recorded: 88 mph **Eastbound:** 88 mph **Westbound:** 68 mph

85th Percentile: 30 mph **Eastbound:** 30 mph **Westbound:** 30 mph

- *The 85th Percentile is the speed at or below which 85 percent of the vehicles travel at, not at what 85 Percent of the vehicles are traveling at.*

10 mph Pace: 21-30 mph **Eastbound:** 20-29 mph **Westbound:** 21-30 mph

- *The 10 mph pace is the ten mile-per-hour range of speeds containing the greatest number of observed speeds and is a measure of speed dispersion. It is described by both the speed value at the lower end of the range and the percentage of all vehicles that are within the range.*



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TRAFFIC SURVEY REPORT

Survey Start Date: 03/08/2024 **Survey End Date:** 03/18/2024

Location: Area of 728 Grand Reserve Drive Bunnell FL 32110

Latitude: 29.491122 **Longitude:** -81.247947

Road Identification:

Road System: Public **Road Area:** Residential **Speed Limit:** 25 mph Posted

Road Surface: Pavement **Road Characteristics:** Straight and Level approaching a with
curve in the Study Area

Number of Lanes: 2 **Lane Directions:** 1 Northbound, 1 Southbound **Road Width:** 20 Feet

Traffic Controls: Speed Hump **Signage:** Speed Hump Warning

Lane Markings: "V" Directional speed hump marking and Solid white dash lines

Shoulder Lines: None

Equipment Used:

Variable Message Board equipped with Stalker Street Dynamics, Traffic Data Collector (TDC)
with two directional K-Band Doppler Radar. Stalker Street Dynamics, Easy Analyst Software

Data Collected:

Vehicle Count: 9,166 **Northbound:** 4,094 **Southbound:** 5,072

Average Speed: 16.42 mph **Northbound:** 14.78 mph **Southbound:** 17.74 mph

Vehicles Over the Speed Limit: 134 **Northbound:** 28 **Southbound:** 106

Vehicles Over the Excessive Speed Limit: 23 **Northbound:** 13 **Southbound:** 10

- The EXCESSIVE Speed Limit was set at 35 mph, 10 mph over the Posted Speed Limit

Maximum Speed Recorded: 90 mph **Northbound:** 90 mph **Southbound:** 61 mph

85th Percentile: 20 mph **Northbound:** 18 mph **Southbound:** 21 mph

- The 85th Percentile is the speed at or below which 85 percent of the vehicles travel at, not at what 85 Percent of the vehicles are traveling at.

10 mph Pace: 12-21 mph **Northbound:** 10-19 mph **Southbound:** 13-22 mph

- The 10 mph pace is the ten mile-per-hour range of speeds containing the greatest number of observed speeds and is a measure of speed dispersion. It is described by both the speed value at the lower end of the range and the percentage of all vehicles that are within the range.



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TRAFFIC SURVEY REPORT

Survey Start Date: 03/28/2024 **Survey End Date:** 04/05/2024

Location: Area of 130 Grand Reserve Drive Bunnell FL 32110

Latitude: 29.285901 **Longitude:** -81.155152

Road Identification:

Road System: Public **Road Area:** Residential **Speed Limit:** 25 mph Posted

Road Surface: Pavement **Road Characteristics:** Straight and Level approaching with a curve in the Study Area

Number of Lanes: 2 **Lane Directions:** 1 Northbound, 1 Southbound **Road Width:** 26 Feet

Traffic Controls: None **Signage:** None

Lane Markings: None

Shoulder Lines: None

Equipment Used:

Stalker Street Dynamics, Traffic Data Collector (TDC) with two directional K-Band Doppler Radar. Stalker Street Dynamics, Easy Analyst Software

Data Collected:

Vehicle Count: 13,586 **Northbound:** 7,832 **Southbound:** 5,754

Average Speed: 24.31 mph **Northbound:** 25.05 mph **Southbound:** 23.3 mph

Vehicles Over the Speed Limit: 4,961 **Northbound:** 3,084 **Southbound:** 1,877

Vehicles Over the Excessive Speed Limit: 773 **Northbound:** 740 **Southbound:** 33

- The EXCESSIVE Speed Limit was set at 35 mph, 10 mph over the Posted Speed Limit

Maximum Speed Recorded: 61 mph **Northbound:** 61 mph **Southbound:** 41 mph

85th Percentile: 30 mph **Northbound:** 32 mph **Southbound:** 28 mph

- The 85th Percentile is the speed at or below which 85 percent of the vehicles travel at, not at what 85 Percent of the vehicles are traveling at.

10 mph Pace: 20-29 mph **Northbound:** 21-30 mph **Southbound:** 19-28 mph

- The 10 mph pace is the ten mile-per-hour range of speeds containing the greatest number of observed speeds and is a measure of speed dispersion. It is described by both the speed value at the lower end of the range and the percentage of all vehicles that are within the range.



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TRAFFIC SURVEY REPORT

After numerous complaints in reference to speeding, Traffic Surveys were conducted on two main roadways in the Grand Reserve sub-division. Those roadways being Grand Reserve Boulevard and Grand Reserve Drive.

Both roads have a high volume of residential vehicular traffic as well as transient vehicular traffic accessing the roadway either visiting residents in the sub-division, utilizing the public golf course or making home deliveries within the confinements. Speed Humps are spaced throughout the length of both roadways. Speed Humps are a traffic calming device used in residential, lower speed roadways, and intended to force motorists to slow down. This signifies that there had already been speed concerns previously addressed. Additionally, Grand Reserve Boulevard is currently being used as the main access road for commercial vehicle dump trucks transporting materials to the new phase of construction at the southeast end of Grand Reserve Drive.

Area of Speed Surveys:

Grand Reserve Boulevard:

Grand Reserve Boulevard is the main access road for the sub-division to and from SR 100. Although there are no residential homes along the stretch of roadway, and may appear to be rural, it is considered residential with the appropriate posted speed limit of 25 mph.

Surveying the roadway characteristics in the area the TDC was installed on Grand Reserve Boulevard, the roadway is straight and level, approximately 26 feet wide, with no lane markings. Approximately 600 feet west of the study area is a speed hump that extends across the entire width of the roadway.





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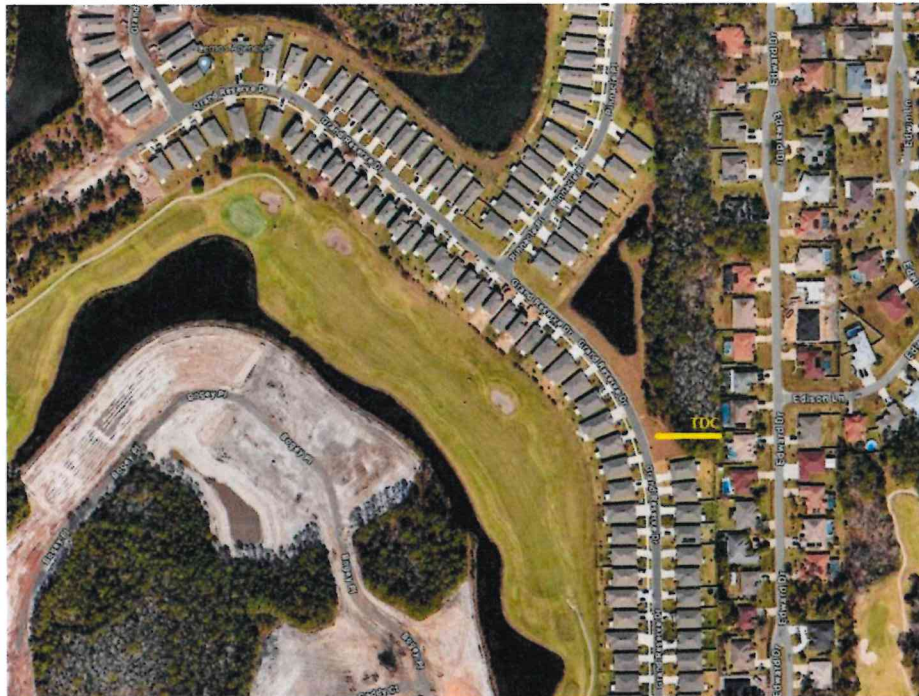
TRAFFIC SURVEY REPORT

Grand Reserve Drive:

Grand Reserve Drive is the main through street of the sub-division which consists of residential homes on both sides of the entire stretch of the roadway. The most northwesterly end on Grand Reserve Drive intersects with US 1, the main entrance/exit to the sub-division. The most southeasterly end is where the new phase of construction has begun to increase the number of residential homes. Notably, in between the stretch of roadway are driveways with access to the golf course and the club house. Additionally, it intersects with Grand Reserve Boulevard. The posted speed limit is 25 mph which is appropriate for a residential area.

Location 1: Area of 728 Grand Reserve Drive

Surveying the roadway characteristics in the area the TDC was installed on Grand Reserve Drive, the roadway is straight and level and on the northbound approach then curves left after passing the TDC locations. The road width is approximately 20 feet wide with no lane markings. In the area of the study on the southbound approach is a Speed Hump that extends across the entire width of the roadway. Although the Speed Hump is in close proximity to the TDC, the recorder is designed to capture vehicles at their highest speed within its range. The TDC to record the data, is a component of the variable message board that was placed at the location. The message board displayed the message "Speed Limit 25 mph" and when a vehicle exceeded 30 mph it would change to "Slow Down" activating red/blue flashing lights attached to the bottom of the sign. The message board served a dual-purpose recording data and educating the motorist traveling on the roadway.





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TRAFFIC SURVEY REPORT

Location 2: Area of 130 Grand Reserve Drive

Surveying the roadway characteristics in the area the TDC was installed on Grand Reserve Drive, the roadway is straight and level on the southbound approach then curves left after passing the TDC location. The road width is approximately 26 feet wide with no lane markings. In the area of the study approximately 620 feet to the north is a speed hump that extends across the entire width of the roadway. Approximately 800 feet to the south is a speed hump that extends across the entire width of the roadway.





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TRAFFIC SURVEY REPORT

Data Collected:

The studies were conducted utilizing the Stalker Street Dynamics, Traffic Data Collector (TDC). Data was recorded from both lanes of travel including the date, time, volume, and speeds of vehicular traffic. The raw data was imported into the Stalker Street Dynamics, Easy Analyst Software where I was able to generate reports and analyze the results.

Terms:

85th Percentile: The 85th Percentile is used in traffic engineering to evaluate and establish speed limits. It is the speed at or below which 85 percent of the vehicles travel at, not at the speed 85% of the vehicles are traveling at. The Federal Highway Administration and the MUTCD, states that the 85th Percentile should be within 5 mph plus or minus of the posted speed limit. Anything over 5 mph identifies a safety concern and a Traffic Study should be completed.

10 Mile Pace: The 10 mph Pace is used in evaluating speed data in comparison to the 85th Percentile and to measure whether the posted speed limit for that area is set correctly. It is the speed range that the majority of vehicles recorded in the 85th Percentile are traveling at. To determine if the speed limit is set correctly, the 10 mph Pace should fall within the posted speed limit range.

Grand Reserve Boulevard:

The average speed on Grand Reserve Boulevard was recorded at 29.58 mph, roughly 5 mph over the speed limit, which is consistent in most residential areas.

With a total of 22,445 vehicles recorded, 10,058 (44.81%) vehicles were traveling at a speed greater than the 25 mph posted speed limit. A total of 866 (3.86%) vehicles traveled in excess of 35 mph with an average of 86.6 vehicles per day. Those 866 vehicles were traveling at a speed that a reasonable and prudent police officer, while conducting speed enforcement, would have initiated a motor vehicle stop. Although there are no residential homes along the roadway, based on those statistics, it does indicate a speed concern that needs to be further evaluated.

The survey indicated that the combined 85th Percentile was 30 mph, 5 mph over the posted 25 mph speed limit. Based on the data collected during the survey period, the results indicate that the 85th Percentile is within the accepted range.

The 10 mph Pace recorded in this study was 21-30 mph, which validates the corrected posted speed limit.

According to Signal Four Analytics, from 2021-2023 there have been no motor vehicle crashes in the area that the Traffic Survey was conducted.



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TRAFFIC SURVEY REPORT

Grand Reserve Drive:

Location 1: Area of 728 Grand Reserve Drive

The average speed on Grand Reserve Boulevard was recorded at 17.74 mph, well below the speed limit.

With a total of 9,166 vehicles recorded, 134 (1.46%) vehicles were traveling at a speed greater than the 25 mph posted speed limit. A total of 23 (.25%) vehicles traveled in excess of 35 mph with an average of 2.3 vehicles per day. Those 23 vehicles were traveling at a speed that a reasonable and prudent police officer, while conducting speed enforcement, would have initiated a motor vehicle stop. Based on the data, it does not pose an immediate traffic concern.

The survey indicated that the combined 85th Percentile was 20 mph, 5 mph under the posted 25 mph speed limit. Based on the data collected during the survey period, the results indicate that the 85th Percentile is below the accepted range indicating no traffic concern.

The 10 mph Pace recorded in this study was 12-21 mph, which validates the corrected posted speed limit and again indicates no traffic concern.

According to Signal Four Analytics, from 2021-2023 there have been no motor vehicle crashes in the area that the Traffic Survey was conducted.

Location 2: Area of 130 Grand Reserve Drive

The average speed on Grand Reserve Boulevard was recorded at 24.31 mph, roughly the speed limit, which is consistent in most residential areas.

With a total of 13,586 vehicles recorded, 4,961 (36.52%) vehicles were traveling at a speed greater than the 25 mph posted speed limit. A total of 773 (5.69%) vehicles traveled in excess of 35 mph with an average of 81.44 vehicles per day. Those 773 vehicles were traveling at a speed that a reasonable and prudent police officer, while conducting speed enforcement, would have initiated a motor vehicle stop. With residential homes along both sides of the roadway, based on these statistics, it does indicate a speed concern that needs to be addressed.

The survey indicated that the combined 85th Percentile was 30 mph, 5 mph over the posted 25 mph speed limit. Based on the data collected during the survey period, the results indicate that the 85th Percentile is within the accepted range indicating no traffic concern.

The 10 mph Pace recorded in this study was 20-29 mph, which validates the corrected posted speed limit.

According to Signal Four Analytics, from 2021-2023 there have been no motor vehicle crashes in the area that the Traffic Survey was conducted.



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TRAFFIC SURVEY REPORT

Analysis by Location:

Based on my training, experience and certification as a Traffic Safety Specialist, the following opinions and have been formed after analyzing the data:

Grand Reserve Boulevard:

Attempts to address the speed concern on Grand Reserve Boulevard have already been made by placing speed humps throughout the entire stretch of the roadway. Additionally, The Bunnell Police Department has deployed a Speed Trailer in that area on numerous occasions attempting to educate motorists by making them aware of their speed. Based on these factors, along with the fact that vehicles are continuing to exceed the speed limit above 10 mph of the posted speed limit, the following is recommended to make the roadway safer for the community:

1. Conduct Selective Enforcement on Grand Reserve Boulevard. A Speed Enforcement Report was generated, which indicates the best speed enforcement times. The day of the week and times reflect where and when the officers conducting speed enforcement would have the most success in their efforts to reduce the speeding issue.

The Speed Enforcement Report recommended the following days and times:

Monday:	1400 – 1600 hours	
Tuesday:	0600 – 0700 hours	1700 – 1800 hours
Wednesday:	0600 – 0700 hours	1600 – 1700 hours
Thursday:	0800 – 0900 hours	1600 – 1700 hours
Friday:	1415 – 1615 hours	
Saturday:	1200 – 1400 hours	
Sunday:	1100 – 1200 hours	1400 – 1500 hours

2. Following the Enforcement period, another survey should be conducted. A comparison of the initial and post surveys should be analyzed. If successful, the speeds and trends in the second survey should be lower. If there has been minimal to no change, the results should be forwarded to the HOA, CDD and the city Engineer to consider additional traffic calming solutions.

One possible solution for traffic calming used on these types of roadways that are wide and have no lane delineation is installing lane markings. Studies have shown that on these types of wide, unmarked roadways vehicles tend to travel at higher rates of speed. By installing a double yellow solid centerline along with white solid fog lines on each roadway edge, you are channelizing vehicles into a smaller lane of travel. This method has proven to have a positive effect on reducing the speeds of vehicles.



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TRAFFIC SURVEY REPORT

Grand Reserve Drive:

Location 1: Area of 728 Grand Reserve Drive

Although there were 134 vehicles traveling over the posted speed limit, it does not indicate an immediate traffic concern due to speeding. Those 23 vehicles in excess 30 mph are isolated incidents and more than likely attributed to transient traffic. Perception is a factor to consider in this complaint. When homes are close to the roadway, which in this case they are, vehicles are perceived to be going faster than they are. Additionally larger vehicles, such as commercial dump trucks also give the perception that they are going faster than they are. The traffic concern in that area is the commercial dump trucks traveling through to get to the work site, coupled with the width of the roadway and vehicles parked in the street creating a potential hazard for a crash. Based on these factors, the following is recommended to make the roadway safer for the community:

1. Conduct Selective Enforcement on Grand Reserve Drive periodically to show police presence in the area and to deter vehicles from speeding.

A Speed Enforcement Report was generated, which indicates the best speed enforcement times. The day of the week and times reflect where and when the officers conducting speed enforcement would have the most success in their efforts to reduce the speeding issue.

The Speed Enforcement Report recommended the following days and times:

Monday: 0800 – 1000 hours
Tuesday: 0800 – 0900 hours
Wednesday: 1200 – 1300 hours
Thursday: None Reported
Friday: None Reported
Saturday: 1300 – 1400 hours
Sunday: 1600 – 1700 hours

2. Address any parking violations on Grand Reserve Drive.
3. Deploy the Speed Trailer periodically to the area periodically.
4. After a set period of time, another survey should be conducted utilizing solely a TDC. A comparison of the initial and post surveys should be analyzed.

Location 2: Area of 130 Grand Reserve Drive

Similar to Grand Reserve Boulevard, attempts to address the speed concern on Grand Reserve Drive have already been made by placing speed humps throughout the entire stretch of the roadway. The Bunnell Police Department has deployed a Speed Trailer in that area on numerous occasions attempting to educate motorists by making them aware of their speed. Unlike the Grand Reserve Boulevard study where data was similar to vehicles speeding in both directions, Grand Reserve Drive's speeding concerns are predominately vehicles traveling northwest exiting the sub-division towards US 1. Out the 773 vehicles categorized as excessive speed, 740 were



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TRAFFIC SURVEY REPORT

traveling northwest. There is approximately a 1,400 foot (1/4 mile) gap between speed humps in that area. Based on these factors, along with the fact that vehicles are continuing to exceed the speed limit above 10 mph of the posted speed limit, like Grand Reserve Boulevard, the following is recommended to make the roadway safer for the community:

1. Conduct Selective Enforcement on Grand Reserve Boulevard. A Speed Enforcement Report was generated, which indicates the best speed enforcement times. The day of the week and times reflect where and when the officers conducting speed enforcement would have the most success in their efforts to reduce the speeding issue.

The Speed Enforcement Report recommended the following days and times:

Monday:	0700 – 0800 hours	1000 – 1100 hours
Tuesday:	0700 – 0800 hours	1100 – 1200 hours
Wednesday:	0700 – 0800 hours	0900 – 1000 hours
Thursday:	1300 – 1400 hours	1500 – 1600 hours
Friday:	0600 – 0700 hours	1600 – 1700 hours
Saturday:	0700 – 0800 hours	1100 – 1200 hours
Sunday:	0800 – 1000 hours	

2. Following the Enforcement period, another survey should be conducted. A comparison of the initial and post surveys should be analyzed. If successful, the speeds and trends in the second survey should be lower. If there has been minimal to no change, the results should be forwarded to the HOA, CDD and the city Engineer to consider additional traffic calming solutions.

One possible solution for traffic calming used on these types of roadways that are wide and have no lane delineation is installing lane markings. Studies have shown that on these types of wide, unmarked roadways vehicles tend to travel at higher rates of speed. By installing a double yellow solid centerline along with white solid fog lines on each roadway edge, you are channelizing vehicles into a smaller lane of travel. This method has proven to have a positive effect on reducing the speeds of vehicles.

Overall Analysis:

Speed Humps are an effective tool in reducing speed when properly installed. Based on numerous publications and engineering standards, the recommended gap distance between Speed Humps to be effective is between 300-600 feet. In a 25 mph zone, 500 feet is the recommended maximum gap. There are some distance restrictions in certain areas when dealing with sharp horizontal curves and intersections that would increase that gap. Speed Humps should be 150 feet from an unsignalized intersection and 200 feet from a signalized intersection. In the area of a sharp horizontal curve, it is recommended that there is a minimum of 300 feet gap from the curve radius.



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Although there are speed humps spread out throughout both Grand Reserve Boulevard and Grand Reserve Drive, most are not positioned or gapped properly to achieve the desired goal of reducing vehicular speeds. There are several areas where there is a gap over 1,000 feet between Speed Humps.

Regarding the study in the area of 728 Grand Reserve Drive, there is a proper gap distance between the Speed Humps. The positive results in data collected at that location, supports the effectiveness when Speed Humps are properly installed.

It is my professional opinion that the only permanent solution to resolve the speeding concern on these two roadways is to install additional Speed Humps where there are large gaps between them. Especially on Grand Reserve Drive where there are residential homes.

Attached are copies of the complete Traffic Matrix and Speed Enforcement Reports.

Respectfully,

PSO. G. Lampiasi 5127
Public Safety Officer
Bunnell Police Department



Traffic Safety Specialist
Traffic Control Technician



Advanced Traffic Engineering For Police

Date Report Completed: Tuesday, April 9, 2024

Bunnell Police Department

Survey Description

Survey Details

Survey Location	Grand Reserve Blvd, Bunnell FL 32110	
Survey GPS Coordinates	lat 29.481236 long -81.242825	
Survey Dates	Start	Stop
	Friday, 3/8/2024 4:15 PM	Monday, 3/18/2024 2:31 PM
Posted Speed Limit	25 mph	
Traffic Zone	Residential	
File Name	STALKER_ROADSIDE_LOG_150717_EP001555_95E4@2024-03-20_09-58-01.xml	
Device Type	TDC	
Device Serial Number	SNAA000000	
Survey Note		

Total Vehicle Count	22445	
Traffic Direction	East (Closing)	West (Away)
Vehicle Count	10210	12235

Survey Map



Bunnell Police Department

Survey Summary

Survey Description

Survey Location	Grand Reserve Blvd, Bunnell FL 32110	
Survey GPS Coordinates	lat 29.481236 long -81.242825	
Survey Dates	Start	Stop
	Friday, 3/8/2024 4:15 PM	Monday, 3/18/2024 2:31 PM
Posted Speed Limit	25 mph	
Traffic Zone	Residential	

Survey Result

Total Vehicle Count		22445		
	Traffic Direction	Closing East	Away West	Combined
	Vehicle Count	10210	12235	22445
Posted Speed Limit		25 mph		
	Vehicles Under the Speed Limit Count	6207	6180	12387
	Vehicles Under the Speed Limit Percentage	60.79%	50.51%	55.19%
	Vehicles Over the Speed Limit Count	4003	6055	10058
	Vehicles Over the Speed Limit Percentage	39.21%	49.49%	44.81%
Excessive Speed Threshold		35 mph		
	Vehicles Over the Excessive Speed Count	351	515	866
	Vehicles Over the Excessive Speed Percentage	3.44%	4.21%	3.86%
	Average Violation Speed	29.61 mph	29.57 mph	29.58 mph
Speed Profile				
	Average Speed	24.43 mph	25.49 mph	25.01 mph
	Minimum Speed	3 mph	6 mph	3 mph
	Maximum Speed	88 mph	68 mph	88 mph
	85th Percentile Speed	30 mph	30 mph	30 mph
	Standard Deviation	5 mph	5 mph	5 mph
	10 mph Pace	20-29 mph	21-30 mph	21-30 mph
	In Pace Count	6465	7933	14111
Data Recording Limits				
	Highest Speed Allowed	120 mph		
	Lowest Speed Allowed	10 mph		
	Minimum Following Time	0 Second(s)		

Bunnell Police Department

Survey Description

Survey Location Grand Reserve Blvd, Bunnell FL 32110
Survey GPS Coordinates lat 29.481236 long -81.242825
Survey Dates **Start** Friday, 3/8/2024 4:15 PM **Stop** Monday, 3/18/2024 2:31 PM
Posted Speed Limit 25 mph
Traffic Zone Residential

Speed - Volume Matrix

Date Range: 2024-03-08 - 2024-03-18

Direction: Both

Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86+
00:00 - 00:59	47	2	1	8	18	15	3											
01:00 - 01:59	35	1	1	4	11	16	1	1										
02:00 - 02:59	43			1	19	17	6											
03:00 - 03:59	67	1	1	6	34	21	3	1										
04:00 - 04:59	129		1	18	64	28	14	4										
05:00 - 05:59	359	1	15	51	177	81	28	3		1	1	1						
06:00 - 06:59	1072		42	135	436	310	113	27	5	3		1						
07:00 - 07:59	1334	4	68	180	505	370	166	36	3	1						1		
08:00 - 08:59	1314	8	66	182	506	389	135	22	5			1						
09:00 - 09:59	1608	7	83	208	617	481	178	27	1	2	1		1	2				
10:00 - 10:59	1689	4	79	251	633	488	192	33	8	1								
11:00 - 11:59	1929	4	89	307	697	573	206	45	3	1			1		1		1	1
12:00 - 12:59	1668	3	50	223	608	539	199	39	6	1								
13:00 - 13:59	1685	10	65	237	627	511	182	45	3	3	1	1						
14:00 - 14:59	1764	8	78	246	633	538	217	38	5	1								
15:00 - 15:59	1539	7	61	196	530	497	206	31	10	1								
16:00 - 16:59	1732	4	72	215	590	585	205	50	6	4	1							
17:00 - 17:59	1480	4	41	180	533	495	178	36	10	3								
18:00 - 18:59	1158	2	37	129	455	376	127	24	3	4	1							
19:00 - 19:59	772	1	19	104	330	246	55	9	6	2								
20:00 - 20:59	478		11	55	183	189	31	8	1									
21:00 - 21:59	322		8	39	125	113	28	3	3	2	1							
22:00 - 22:59	139	1	1	14	60	50	10	1	1	1								
23:00 - 23:59	82	1		11	34	29	6	1										

Bunnell Police Department

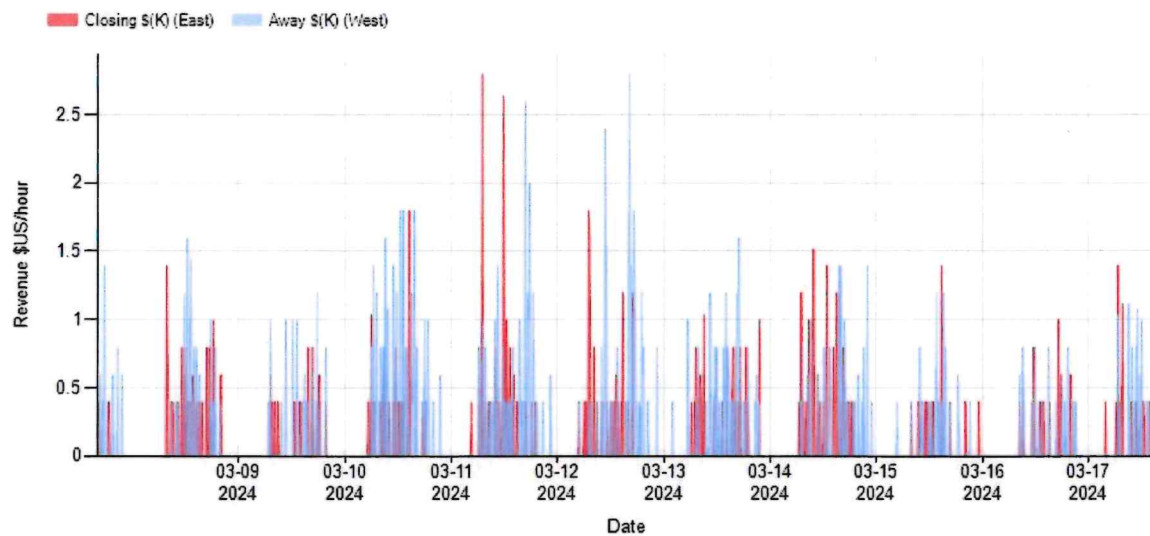
Survey Description

Survey Location Grand Reserve Blvd, Bunnell FL 32110
Survey GPS Coordinates lat 29.481236 long -81.242825
Survey Dates **Start** Friday, 3/8/2024 4:15 PM **Stop** Monday, 3/18/2024 2:31 PM
Posted Speed Limit 25 mph
Traffic Zone Residential

Revenue Chart

Date Range: 2024-03-08 - 2024-03-18

Direction: Both



Enforcement Schedule

Date Range: 2024-03-08 - 2024-03-18

Direction: Both

Best Speed Enforcement Time

	Closing Traffic		Away Traffic	
	Start Time	Stop Time	Start Time	Stop Time
Monday	14:00:00	15:00:00	15:00:00	16:00:00
Tuesday	06:00:00	07:00:00	17:00:00	18:00:00
Wednesday	06:00:00	07:00:00	16:00:00	17:00:00
Thursday	08:00:00	09:00:00	16:00:00	17:00:00
Friday	14:15:00	15:15:00	15:15:00	16:15:00
Saturday	13:00:00	14:00:00	12:00:00	13:00:00
Sunday	11:00:00	12:00:00	14:00:00	15:00:00

Bunnell Police Department

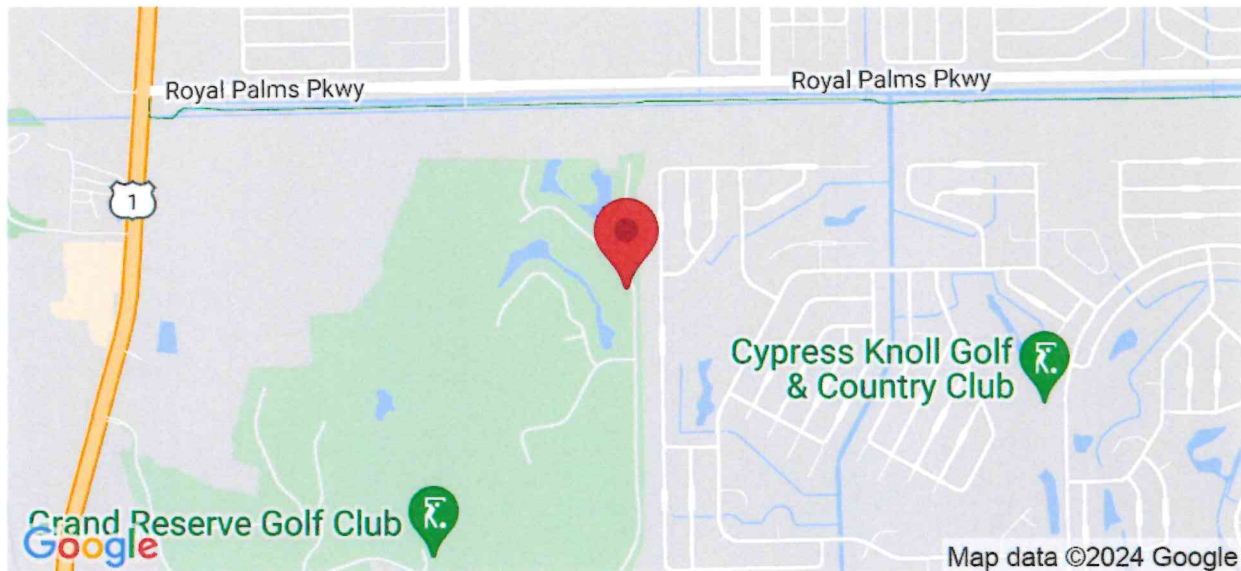
Survey Description

Survey Details

Survey Location	728 Grand Reserve Dr. Bunnell, FL 32110	
Survey GPS Coordinates		
Survey Dates	Start	Stop
	Friday, 3/8/2024 3:06 PM	Monday, 3/18/2024 2:18 PM
Posted Speed Limit	25 mph	
Traffic Zone	Normal	
File Name	STALKER_ROADSIDE_LOG_160217_EW002937_CCC7@2024-03-20_11-22-41.xml	
Device Type	Traffic Trailer	
Device Serial Number	SNAA000000	
Survey Note		

Total Vehicle Count	9166	
Traffic Direction	North (Closing)	South (Away)
Vehicle Count	4094	5072

Survey Map



Bunnell Police Department

Survey Summary

Survey Description

Survey Location	728 Grand Reserve Dr. Bunnell, FL 32110	
Survey GPS Coordinates		
Survey Dates	Start	Stop
	Friday, 3/8/2024 3:06 PM	Monday, 3/18/2024 2:18 PM
Posted Speed Limit	25 mph	
Traffic Zone	Normal	

Survey Result

Total Vehicle Count	9166		
	Traffic Direction	Closing North	Away South
	Vehicle Count	4094	5072
			9166
Posted Speed Limit	25 mph		
<i>Vehicles Under the Speed Limit Count</i>	4066	4966	9032
<i>Vehicles Under the Speed Limit Percentage</i>	99.32%	97.91%	98.54%
<i>Vehicles Over the Speed Limit Count</i>	28	106	134
<i>Vehicles Over the Speed Limit Percentage</i>	0.68%	2.09%	1.46%
Excessive Speed Threshold	35 mph		
<i>Vehicles Over the Excessive Speed Count</i>	13	10	23
<i>Vehicles Over the Excessive Speed Percentage</i>	0.32%	0.2%	0.25%
<i>Average Violation Speed</i>	42.21 mph	29.52 mph	32.17 mph
Speed Profile			
Average Speed	14.78 mph	17.74 mph	16.42 mph
Minimum Speed	4 mph	3 mph	3 mph
Maximum Speed	90 mph	61 mph	90 mph
85th Percentile Speed	18 mph	21 mph	20 mph
Standard Deviation	4 mph	3 mph	4 mph
10 mph Pace	10-19 mph	13-22 mph	12-21 mph
In Pace Count	3327	4127	7043
Data Recording Limits			
Highest Speed Allowed	120 mph		
Lowest Speed Allowed	10 mph		
Minimum Following Time	0 Second(s)		

Bunnell Police Department

Survey Description

Survey Location 728 Grand Reserve Dr. Bunnell, FL 32110

Survey GPS Coordinates

Survey Dates

Start

Friday, 3/8/2024 3:06 PM

Stop

Monday, 3/18/2024 2:18 PM

Posted Speed Limit

25 mph

Traffic Zone

Normal

Speed - Volume Matrix

Date Range: 2024-03-08 - 2024-03-18

Direction: Both

Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86+
00:00 - 00:59	56	36	8	11	1													
01:00 - 01:59	12	1	3	5	3													
02:00 - 02:59	28	1	15	11	1													
03:00 - 03:59	23	1	3	12	7													
04:00 - 04:59	54	2	12	31	7	1	1											
05:00 - 05:59	214	5	37	115	49	8												
06:00 - 06:59	456	18	132	219	75	12												
07:00 - 07:59	607	33	224	271	67	11	1											
08:00 - 08:59	595	54	211	244	74	10		2										
09:00 - 09:59	673	32	241	310	82	7	1											
10:00 - 10:59	602	38	215	281	60	5	2			1								
11:00 - 11:59	754	39	268	339	102	4	1		1									
12:00 - 12:59	693	46	246	320	68	5		2	1	2	1			1				1
13:00 - 13:59	677	40	256	299	62	12	4			1		1	1			1		
14:00 - 14:59	672	42	246	320	56	7	1											
15:00 - 15:59	634	41	237	274	75	3	3			1								
16:00 - 16:59	727	32	254	350	82	4		2			1				1			1
17:00 - 17:59	575	27	184	310	48	4	2											
18:00 - 18:59	435	29	158	207	39	1	1											
19:00 - 19:59	291	21	108	137	25													
20:00 - 20:59	197	6	70	106	14	1												
21:00 - 21:59	100	4	37	48	11													
22:00 - 22:59	69	12	23	29	5													
23:00 - 23:59	22	7	4	11														

Bunnell Police Department

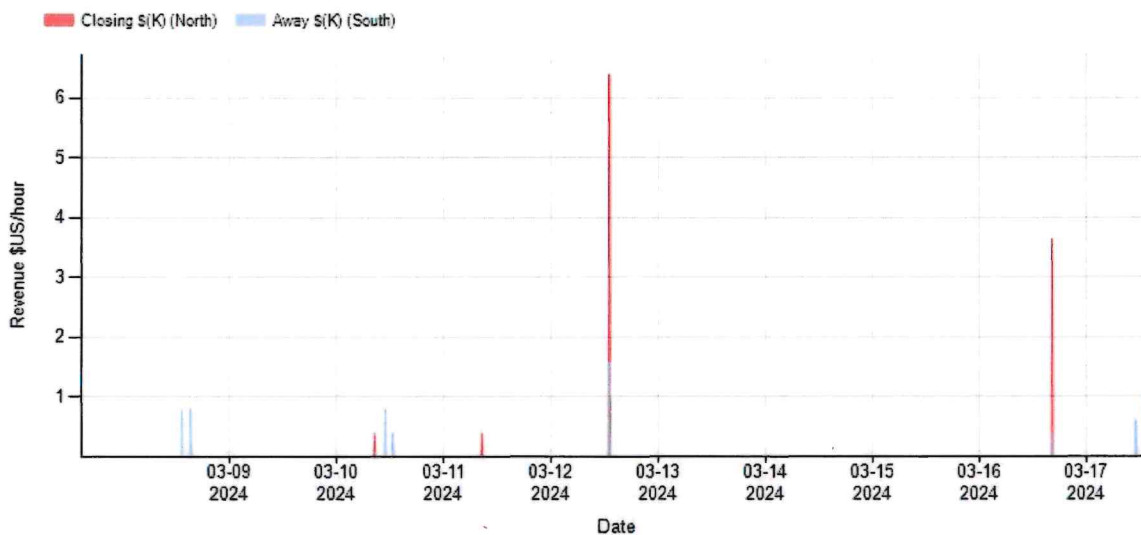
Survey Description

Survey Location 728 Grand Reserve Dr. Bunnell, FL 32110
Survey GPS Coordinates
Survey Dates **Start** **Stop**
 Friday, 3/8/2024 3:06 PM Monday, 3/18/2024 2:18 PM
Posted Speed Limit 25 mph
Traffic Zone Normal

Revenue Chart

Date Range: 2024-03-08 - 2024-03-18

Direction: Both



Enforcement Schedule

Date Range: 2024-03-08 - 2024-03-18

Direction: Both

Best Speed Enforcement Time

	Closing Traffic		Away Traffic	
	Start Time	Stop Time	Start Time	Stop Time
Monday	08:00:00	09:00:00	09:00:00	10:00:00
Tuesday	08:00:00	09:00:00		
Wednesday	12:00:00	13:00:00	12:00:00	13:00:00
Thursday				
Friday				
Saturday			13:00:00	14:00:00
Sunday	16:00:00	17:00:00	16:00:00	17:00:00

Bunnell Police Department

Survey Description

Survey Details

Survey Location	130 Grand Reserve Drive, Bunnell FL 32110	
Survey GPS Coordinates		
Survey Dates	Start	Stop
	Thursday, 3/28/2024 12:43 PM	Friday, 4/5/2024 11:00 AM
Posted Speed Limit	25 mph	
Traffic Zone	Residential	
File Name	STALKER_ROADSIDE_LOG_150717_EP001522_DEA5@2024-04-05_14-13-14.xml	
Device Type	TDC	
Device Serial Number	SNAA000000	
Survey Note		

Total Vehicle Count	13586		
Traffic Direction	Southeast (Closing)	Northwest (Away)	
Vehicle Count	5754	7832	

Survey Map



Bunnell Police Department

Survey Summary

Survey Description

Survey Location	130 Grand Reserve Drive, Bunnell FL 32110	
Survey GPS Coordinates		
Survey Dates	Start	Stop
	Thursday, 3/28/2024 12:43 PM	Friday, 4/5/2024 11:00 AM
Posted Speed Limit	25 mph	
Traffic Zone	Residential	

Survey Result

Total Vehicle Count		13586		
	Traffic Direction	Closing	Away	Combined
		Southeast	Northwest	
	Vehicle Count	5754	7832	13586
Posted Speed Limit		25 mph		
	Vehicles Under the Speed Limit Count	3877	4748	8625
	Vehicles Under the Speed Limit Percentage	67.38%	60.62%	63.48%
	Vehicles Over the Speed Limit Count	1877	3084	4961
	Vehicles Over the Speed Limit Percentage	32.62%	39.38%	36.52%
Excessive Speed Threshold		35 mph		
	Vehicles Over the Excessive Speed Count	33	740	773
	Vehicles Over the Excessive Speed Percentage	0.57%	9.45%	5.69%
	Average Violation Speed	28.17 mph	31.38 mph	30.17 mph
Speed Profile				
	Average Speed	23.3 mph	25.05 mph	24.31 mph
	Minimum Speed	3 mph	4 mph	3 mph
	Maximum Speed	41 mph	61 mph	61 mph
	85th Percentile Speed	28 mph	32 mph	30 mph
	Standard Deviation	4 mph	6 mph	5 mph
	10 mph Pace	19-28 mph	21-30 mph	20-29 mph
	In Pace Count	4052	4018	8326
Data Recording Limits				
	Highest Speed Allowed	120 mph		
	Lowest Speed Allowed	10 mph		
	Minimum Following Time	0 Second(s)		

Bunnell Police Department

Survey Description

Survey Location 130 Grand Reserve Drive, Bunnell FL 32110

Survey GPS Coordinates

Survey Dates **Start** Thursday, 3/28/2024 12:43 PM **Stop** Friday, 4/5/2024 11:00 AM

Posted Speed Limit 25 mph

Traffic Zone Residential

Speed - Volume Matrix

Date Range: 2024-03-28 - 2024-04-05

Direction: Both

Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86+
00:00 - 00:59	31		2	6	9	12	1	1										
01:00 - 01:59	21			9	6	3	2	1										
02:00 - 02:59	41		3	13	9	7	6	3										
03:00 - 03:59	63		1	8	30	11	7	3	3									
04:00 - 04:59	139	1	5	31	57	25	18	2										
05:00 - 05:59	425	1	10	88	180	86	39	16	5									
06:00 - 06:59	850	5	21	133	349	217	80	32	12	1								
07:00 - 07:59	881	1	41	168	336	197	88	37	11	2								
08:00 - 08:59	944	6	46	195	374	202	75	31	12	3								
09:00 - 09:59	1026	20	54	184	412	235	74	36	9	1	1							
10:00 - 10:59	1056	13	55	176	438	232	98	32	8	4								
11:00 - 11:59	918	9	54	160	362	217	78	21	12	3	1		1					
12:00 - 12:59	910	14	49	162	373	203	73	27	9									
13:00 - 13:59	969	15	36	188	377	231	76	33	9	3	1							
14:00 - 14:59	1088	7	38	200	448	271	77	34	12	1								
15:00 - 15:59	1048	3	30	169	407	292	98	29	17	1	2							
16:00 - 16:59	1019	7	40	183	412	250	80	34	11	2								
17:00 - 17:59	764	2	32	104	313	215	61	25	9	3								
18:00 - 18:59	577	4	22	108	232	135	54	19	3									
19:00 - 19:59	356	3	16	74	151	83	16	10	3									
20:00 - 20:59	226	4	19	42	91	52	12	4	2									
21:00 - 21:59	141	2	9	34	62	21	6	7										
22:00 - 22:59	51			12	26	10	2	1										
23:00 - 23:59	42			7	17	13	3	2										

Bunnell Police Department

Survey Description

Survey Location 130 Grand Reserve Drive, Bunnell FL 32110

Survey GPS Coordinates

Survey Dates **Start** Thursday, 3/28/2024 12:43 PM **Stop** Friday, 4/5/2024 11:00 AM

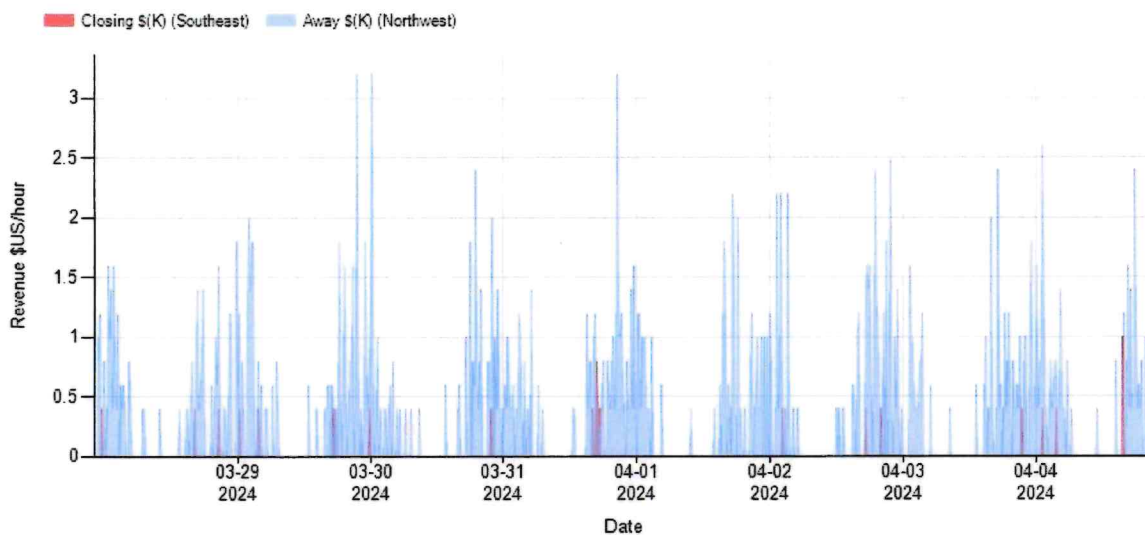
Posted Speed Limit 25 mph

Traffic Zone Residential

Revenue Chart

Date Range: 2024-03-28 - 2024-04-05

Direction: Both



Enforcement Schedule

Date Range: 2024-03-28 - 2024-04-05

Direction: Both

Best Speed Enforcement Time

	Closing Traffic		Away Traffic	
	Start Time	Stop Time	Start Time	Stop Time
Monday	07:00:00	08:00:00	10:00:00	11:00:00
Tuesday	11:00:00	12:00:00	07:00:00	08:00:00
Wednesday	07:00:00	08:00:00	09:00:00	10:00:00
Thursday	13:00:00	14:00:00	15:00:00	16:00:00
Friday	06:00:00	07:00:00	16:00:00	17:00:00
Saturday	07:00:00	08:00:00	11:00:00	12:00:00
Sunday	08:00:00	09:00:00	09:00:00	10:00:00



Comparative Speed Study Assessment and Traffic-Calming Recommendations

Grand Reserve Subdivision | Attachment to the July 2026 Speed Study

Prepared for: Deer Run Community Development District	Date: August 11, 2026
Prepared by: Bunnell Police Department	Roadway: Grand Reserve Drive and Boulevard

EXECUTIVE CONCLUSION
The studies confirm a real, location-specific speeding problem. Fairway Court - particularly eastbound - requires priority action. The clubhouse area shows a secondary, moderate problem. The existing 25-mph limit remains appropriate; the primary weakness lies in a roadway environment that allows drivers to rebuild speed between controls. Focused police enforcement can suppress the behavior, but engineered, self-enforcing measures offer the only durable solution.

Comparison of Study Results

Location	Average	85th percentile	Over 25 mph	Excessive	Assessment
2024 - Grand Reserve Boulevard	25.01	30	44.81%	3.86% over 35	Moderate concern
2024 - Drive near 728	16.42	20	1.46%	0.25% over 35	No systemic problem during active feedback
2024 - Drive near 130	24.31	30	36.52%	5.69% over 35	Directional concern
2026 - Fairway Court	26.91	32	61.70%	16.80% over 32	Priority problem
2026 - Sand Wedge / Clubhouse	24.65	30	47.14%	7.60% over 32	Moderate problem

Note: The 2024 study defined excessive speed as over 35 mph; the 2026 study used over 32 mph. Raw excessive-speed percentages are not directly comparable.

What the Comparison Shows

- Fairway Court is the primary hot spot. Eastbound traffic produced a 34-mph 85th percentile and 1,482 excessive-speed events - 3.3 times the westbound count despite only moderately higher volume.
- Long control gaps allow acceleration. The 2024 study documented several gaps exceeding 1,000 feet and an approximately 1,400-foot gap near the 130 block, where northwest traffic produced almost all serious violations.
- A combined physical and feedback treatment worked. Near 728 Grand Reserve Drive, a nearby speed hump and active speed-feedback display held the 85th percentile to 20 mph. The study design cannot separate the effect of the hump from the visible display.
- The clubhouse problem is narrower. Its average remained below 25 mph, but nearly half of recorded vehicles exceeded the limit and 771 exceeded 32 mph. The data support intervention without describing every driver as a serious speeder.



Priority Recommendations for Deer Run CDD

Recommended sequence: verify conditions, repair existing controls, pilot targeted improvements, and measure results before expanding corridor-wide.

1. Commission a corridor-wide engineering audit

Direct the district engineer or another Florida-licensed traffic engineer to map every speed hump, speed table, sign, pavement marking, intersection, parking restriction, pedestrian crossing, and roadway segment. Record device spacing, height, profile, condition, drainage, visibility, roadway width, curves, driveways, and emergency-response considerations. Include Grand Reserve Boulevard even though the 2026 study did not retest it.

2. Inspect and restore existing speed-control devices

Immediately inspect the Fairway Court approach and every location where construction traffic, resurfacing, wear, or prior modifications may have flattened or altered a hump. Reconstruct noncompliant devices to the engineer's approved profile and restore warning signs and pavement markings. Existing CDD minutes previously contemplated speed-hump repairs after construction phases.

3. Correct long gaps with an engineered series

Where geometry and emergency access permit, add speed humps, speed tables, or emergency-vehicle-friendly speed cushions. FHWA guidance cites approximately 260 to 500 feet between humps when the goal involves maintaining 85th-percentile speeds between 25 and 30 mph. Do not apply this spacing mechanically; sight distance, intersections, curves, grades, drainage, driveways, bicycles, golf carts, and Fire/EMS needs must control final placement.

4. Make Fairway Court the first pilot corridor

Prioritize the eastbound Fairway Court approach. Combine a repaired or new physical measure with a properly placed radar speed-feedback sign and targeted BPD enforcement. Use a covert baseline before activating the sign, followed by 30- and 90-day measurements. This location offers the clearest opportunity to demonstrate measurable improvement.

5. Apply a lower-intensity clubhouse treatment

Begin with a feedback sign, refreshed 25-mph signs and pavement legends, parking and sight-distance corrections, and selective enforcement. If speeds remain elevated, evaluate a speed table, raised pedestrian crossing, choker, or median island near the amenity area. Match any pedestrian treatment to actual crossing activity and ADA requirements.

6. Narrow the driver's visual field selectively

Evaluate edge lines, painted buffers, parking delineation, chokers, or median islands on the wider and straighter sections. Paint alone usually produces modest speed reductions and cannot substitute for physical measures where serious speeding persists. Confirm lane widths, drainage, pedestrian space, and golf-cart operations before restriping.

7. Control construction, delivery, and service traffic

Adopt written contractor and vendor rules: designated routes, delivery hours, 25-mph acknowledgment, driver notification, and enforceable contract consequences when reliable evidence identifies repeat violations. Continue the SR 100 / Grand Reserve Parkway / Boulevard / Drive construction route where applicable and require developers to communicate it to every subcontractor.

8. Correct parking and visibility hazards

Review curves, intersections, narrow segments, driveways, and amenity-center approaches for parked vehicles that reduce sight distance or force unsafe conflicts with trucks. Establish marked restrictions only after legal and engineering review, then maintain clear signs and markings.

9. Confirm roadway authority and standards

The 2024 report labeled the roads public; the 2026 report labeled them private. CDD counsel and the City Attorney should confirm ownership, maintenance responsibility, municipal traffic-control jurisdiction, the governing written agreement, and BPD enforcement authority. All traffic-control devices on roads open to public travel must follow applicable Florida and MUTCD requirements.

AVOID THESE SHORTCUTS

Do not use unwarranted STOP signs solely as speed-control devices. Do not rely on additional 25-mph signs, pavement paint, or occasional enforcement as the permanent solution. Do not install raised devices without engineering, drainage, ADA, golf-cart, and emergency-response review. Do not judge success by the single highest radar reading or by comparing the two studies' different excessive-speed thresholds.



Joint CDD-BPD Implementation Framework

Engineering should create lasting compliance; enforcement, communication, and measurement should reinforce it.

Period	Deer Run CDD	Bunnell Police Department	Joint Deliverable
0-30 days	Authorize engineering audit; inspect Fairway devices; confirm road authority; notify residents, contractors, vendors, and golf-course operations.	Collect covert baseline; validate raw 90-mph events; conduct two-to-three weeks of directed enforcement using the 2026 high-violation windows.	Verified condition map, enforcement baseline, and priority treatment list.
31-90 days	Repair deficient controls; implement Fairway pilot; deploy lower-intensity clubhouse treatment; address parking and contractor rules.	Alternate visible and lower-profile enforcement; deploy feedback equipment after baseline; record direction, vehicle class, speed, time, and disposition.	30- and 90-day speed comparison using identical equipment and placement.
91-180 days	Adjust pilot based on data; design permanent corridor series; budget and schedule approved work; monitor emergency-service impact.	Continue periodic selective enforcement; update crash, complaint, pedestrian, golf-cart, and near-miss review.	Public results report and board decision on corridor-wide expansion.

Recommended Measures of Success

Fairway Court	Clubhouse	Network and Operations
- Combined 85th percentile reduced from 32 to 30 mph or less. - Eastbound 85th percentile reduced from 34 to 30 mph or less. - At least 50% fewer vehicles exceeding 32 mph.	- 85th percentile held at 30 mph or reduced. - At least 50% fewer vehicles exceeding 32 mph. - Reduced parking, pedestrian, and golf-cart complaints.	- No meaningful displacement to adjacent streets. - No unacceptable Fire/EMS delay. - Documented contractor and vendor compliance. - Consistent 30-, 90-, and 180-day data.

Comparison and Data Cautions

- Use a common reporting format in every future study: total count; average; 50th and 85th percentiles; 10-mph pace; and counts over 25, 30, 32, 35, and 40 mph by direction and hour.
- Match future devices to the same GPS coordinates, mounting position, direction labels, dates, and start/stop times. Collect a covert baseline before displaying driver feedback.
- Confirm extreme readings through raw timestamps and device-quality checks. A 90-mph maximum demands attention but should not define the overall condition without validation.
- Update the 2021-2023 no-crash finding with 2024-2026 crash, call-for-service, pedestrian, bicycle, golf-cart, and near-miss information.

FINAL RECOMMENDATION

Authorize the engineering audit immediately and establish Fairway Court as the first measured pilot. Repair or supplement physical controls, support the work with focused BPD enforcement and speed feedback, and require identical 30- and 90-day follow-up studies. Expand permanent improvements only after the pilot demonstrates a measurable reduction without shifting risk or impairing emergency response.

References

1. Bunnell Police Department, Grand Reserve Traffic Survey Report, April 9, 2024.
2. Bunnell Police Department, Grand Reserve Speed Study, July 24-31, 2026.
3. Federal Highway Administration, Traffic Calming ePrimer, Modules 2-5. <https://highways.dot.gov/safety/speed-management/traffic-calming-eprimer>
4. Federal Highway Administration, Speed Management Manual for Local Rural Road Owners. <https://highways.dot.gov/safety/local-rural/speed-management-manual-local-rural-road-owners>
5. Florida Statutes, section 316.006(2)(b), municipal traffic-control jurisdiction over private and special-district roads.
6. Federal Highway Administration, Manual on Uniform Traffic Control Devices, 11th Edition, Part 1.
7. Deer Run CDD, meeting minutes dated March 27, 2024, and related roadway records.

FOURTH ORDER OF BUSINESS

A.



P & D
Upholstery

— We make your old furniture like new —

Dave Menendez

386-225-1266

pdsolutions4u@gmail.com

Grand Reserve Proposal 1

07/14/2026

Prepared for : Grand Reserve Homeowner Association Board

Scope of Work:

Reupholster 44 dining style chairs with seats and backs

The project includes:

- *Removal of existing upholstery
- *Installation of new 2.5" high density foam
- *Installation of new upholstery fabric
- *Reassembly and repair of seat supports (New webbing)
- *Omission of decorative nail head for a clean, modern appearance

Labor \$150 per chair Total: \$6600.00

Materials

*Upholstery fabric: 88 yards of Sagg Stone S&S Fabrics

Fabric Cost: \$32.99/ yard total: \$2903.12

*2.5" foam 6 sheets @ \$82.77/per sheet total: \$496.62

*Webbing: 1 roll @ \$78.50

Total per chair: \$229.05 Grand total 44 chairs: \$10,078.24



P&D
Upholstery

— We make your old furniture like new —

386-225-1266

pdsolutions4u@gmail.com

Grand Reserve Proposal 2

07/14/2026

Prepared for : Grand Reserve Homeowner Association Board

Scope of Work:

Reupholster 22 dining style chairs with seats and backs

The project includes:

- *Removal of existing upholstery
- *Installation of new 2.5" high density foam
- *Installation of new upholstery fabric
- *Reassembly and repair of seat supports (New webbing)
- *Omission of decorative nail head for a clean, modern appearance

Labor \$175 per chair Total: \$3850

Materials

*Upholstery fabric: 44 yards of Sagg Stone S&S Fabrics

Fabric Cost: \$32.99/ yard total: \$1451.56

*2.5" foam 3 sheets @ \$82.77/per sheet total: \$248.31

*Webbing: 1 roll @ \$78.50

Total per chair: \$254.05 Grand total 22 chairs: \$5589.10

B.

DEER RUN COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES & POLICIES

Governmental Management Services, LLC
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092

PART 1: Deer Run Community Development District

In accordance with Chapter 190 of the Florida Statutes, and on January 24, 2024, at a duly noticed public meeting, the Board of Supervisors of the Deer Run Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby superseded on a going forward basis.

DEFINITIONS

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

“Access Card” – shall mean the identification card issued to Patrons.

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

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

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

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

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the District.

“District” – shall mean the Deer Run Community Development District.

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

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

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

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

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

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

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

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

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

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

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

AUTHORIZED USERS

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

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

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

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

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

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

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

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

ACCESS CARDS

Use of Access Cards. Patrons use their Access Cards to gain access to the Amenities. Upon arrival at the clubhouse or other Amenities, Patrons will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. **Access cards are issued exclusively to patrons of the District/residents, under no circumstance should a Patron provide an Access Card to another person to allow him or her to use the Amenities. Guests must be accompanied by the patron of the District/resident while using the community amenities.**

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

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

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

COMMUNITY PROGRAMMING

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

Amenity Manager by
Email: deerrunmgr@rmsnf.com or
Phone: 386-263-7213

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

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

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

Groups and Clubs. All CDD approved groups and clubs are required to submit an application to the amenity manger that will be reviewed and approved/denied by management, a designated board member and the social committee. **All groups and clubs are for residents only, included, but not limited to fitness classes, resident clubs and groups.** All CDD sponsored events and private rentals take precedent over approved groups and clubs, residents will be asked to cancel or reschedule their group meeting time. CDD Events will be scheduled at least 30 days in advance and notification of any group or club cancellations will be sent out timely. Pot lucks shall continue as an established activity at the Amenity Center, sponsored by a specific group. They will be designated as an open community event and attended by residents and up to four guests. Food trucks will continue to be ~~available on Friday evenings~~ **scheduled** to serve the community as well.

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

1. ***Registration.*** All Patrons must have their assigned Access Card upon entering the clubhouse. Cards are only to be used by the Patron to whom they are issued. Patrons must present their Access Cards upon request by the Amenity Manager.
2. ***Guests.*** Guests must be accompanied by a Patron while using the Amenities, ~~unless the Guest has purchased a Guest Access Card.~~
3. ***Minors.*** Adult Patrons are responsible for all minor Patrons from their household or visiting Guests, including any minors, at the Amenities; and, to better protect the health, welfare and safety of such minors, a parent/guardian (of at least 18 years of age) must accompany all such minors who are 14 of age and under or who are otherwise unable to govern and look after themselves in an appropriate manner.

4. **Attire.** Except for the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Wet bathing suits and wet feet are not allowed indoors.
5. **Food and Drink.** Food and drink will be limited to designated areas only. Designated areas for food consist of the Gathering Room and Grill Area. Light snack foods are permitted throughout the amenity center. All beverages brought into the amenity center or pool area must be in closed containers, except for water. Glass containers will not be permitted on any part of the pool deck, grill area or inside the amenity center at any time. In accordance with Florida law, only water is permitted on the pool wet deck area.
6. **Alcohol.** Alcoholic beverages shall not be served or sold at the Amenities, except for pre-approved special events. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave.
7. **No Smoking.** The use of tobacco products, to include vaping devices, shall not be permitted on or in any Amenity Center Property.
8. **Pets.** With the exception of service animals, pets are not permitted in the building or in the fenced in area of the pool deck. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets for the safety and health to others and in accordance with the law.
9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, footpath, or in any way which blocks the normal flow of traffic.
10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
14. **Profanity.** Loud, profane or abusive language is prohibited.
15. **Horseplay.** Disorderly conduct and horseplay are prohibited.
16. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment needs cleaning or maintenance.
17. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
18. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
19. **Firearms and Other Weapons.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
20. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
21. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
22. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
23. **Grills.** Grills located in the patio lounge are available under reservation or first come first serve basis. They must be used as instructed and properly turned off after every use. Grill usage and utilization of the grill area/counter space is limited to 2 hours at a time.

- 24. Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.
- 25. Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and guests are asked to keep their ringers turned off or on vibrate while in the clubhouse.
- 26. Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.
- 27. Activities Prohibited inside the building. Throwing,** kicking, or punching of any objects is prohibited in the building. No running in the building. Taking anything off property without permission is and unlawful action.
- 28. Irrigation.** Playing near or tampering with irrigation equipment is prohibited.
- 29. Over Night Parking.** Approved Overnight Parking shall be available to Community members under the following conditions:
- a Only “private passenger automobiles” and shall mean standard two-door, four-door automobile, pick-up, station wagon or minivan. No truck, pick-up truck (used for commercial purposes), bus, trailer, or other commercial vehicle, mobile home, house trailer, camper, van, boat, boat trailer, horse trailer, utility trailer or trailer of any type, lawn mower, riding lawn mower or motorized lawn equipment or other recreational vehicle or the like shall not be permitted. (this is similar to the HOA rules regarding Vehicular Parking Section 2)
 - b Permits shall be assigned by the Amenity Staff
 - c Permits can only be reserved 3 days prior to use.
 - d Each community member shall have a total of 14 days available annually for overnight parking at the Amenity Center
 - e Permits shall be issued for no more than 4 days per permit
 - f Community members shall be able to reserve one parking pass per household.
 - g Permits shall be limited to 9pm to 8am. Vehicles will need to be removed during other hours.
 - h A limit of 5 spaces is available for parking and will be assigned by the Amenity Center Staff.
 - i There is no fee for these Parking Permits.
- 30. Civic Group Usage of the Amenity Center.** Civic Groups are not permitted to use the amenity center facilities or meeting space.
- 31. Resident Group Room Reservation (Amenity Calendar Events):** Resident formed groups shall complete a Room Reservation Application that shall be reviewed by the Amenity Activity Group during their monthly meeting, for review and approval.

FITNESS ROOM

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

- 1. Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.
- 2. Usage Restrictions.** For safety purposes, only patrons and Guests ages 15 and older may use the fitness center.
- 3. Attire.** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.

4. **Courtesy.** If a Patron/guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work in” between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
5. **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
6. **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8. **Hand Chalk.** Hand chalk is not permitted.
9. **Personal Training.** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited.

SWIMMING POOL

The following policies apply to the District’s pool:

1. **Swim at Your Own Risk.** The pool areas are not supervised, so all Patrons use the pool at their own risk.
2. **Operating Hours.** The pool areas are open from 7:00 AM to 10:00 PM. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, hover boards, skateboards or other similar items are permitted on the pool deck.
4. **Food and Drink; Alcohol & Smoking.** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted within the fenced area surrounding the pool. Additionally, all General Provisions previously set forth herein apply, including but not limited to the prohibitions on alcohol and smoking set forth as paragraphs 6 and 7 of the General Provisions.
5. **Unsafe Behavior.** No pushing, running, horseplay, sliding down bannisters and rails or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
6. **Diving.** Diving is strictly prohibited at the pool, with the exception of swim team competitions pre-approved by the District.
7. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
8. **Aquatic Toys and Recreational Equipment.** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, pool balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
9. **Entrances.** Pool entrances, including stairs and ladders, must be kept clear at all times.
10. **Railings.** No swinging, sliding, or climbing on ladders, fences, or railings is allowed.
11. **Pool Furniture.** Pool furniture is not to be removed from the pool area or placed in the pool to include the pool sundeck area.

12. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
13. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
14. **Attire.** Family-appropriate swimming attire (swimsuits) must be worn at all times.
15. **Parties.** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. **Lap Lanes.** Lap lanes are to be used only by persons swimming laps or water walking or jogging when lap swimmers are present.
20. **Minors.** Adult Patrons are responsible for all minor (one under the age of 18) Patrons from their household or visiting the Amenities as Guests of the Patron, and, to better protect the health, welfare and safety of such minors, a parent/guardian (of at least 18 years of age) must accompany all such minors who are 14 and under or who are otherwise unable to govern and look after themselves in an appropriate manner.
21. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes unless while swimming in the pool.
22. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
23. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
24. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
25. **Pool Furniture.** No pool furniture permitted in the pool at any time.

PICKLEBALL & BOCCE COURTS

The following policies apply to the tennis courts:

1. **First Come Basis.** Courts are available for use by Patrons and Guests only on a first come first serve basis. Court time is limited in accordance with the posted rules.
2. **Attire.** All players shall be dressed in appropriate attire, which includes shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
3. **Use.** Pickleball courts are for pickleball only. Bocce courts are for bocce only.
4. **Pets.** Pets, with the exception of service animals, are not permitted on the courts at any time.

5. **Food and Drinks.** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.
6. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the Pickleball Court.
7. **Operating Hours.** Courts are open from 7 a.m. to 10 p.m. or as otherwise posted. No one is permitted on the courts at any other time unless a specific event is scheduled.
8. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skateboards, hover boards or similar items are permitted on the pickleball court.
9. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
10. **Equipment.** Patrons are responsible for bringing their own equipment.
11. **Minors.** Adult Patrons are responsible for all minor Patrons from their household or visiting the Amenities as Guests of the Patron, and, to better protect the health, welfare and safety of such minors, a parent/guardian (of at least 18 years of age) must accompany all such minors who are 14 of age and under or who are otherwise unable to govern and look after themselves in an appropriate manner.

OUTDOOR FIRE PIT AND FIREPLACE

1. When in use fire pit must be constantly attended.
2. Fire must be completely extinguished after use.
3. Use is prohibited to anyone under the age of 18.
4. An Adult 18 years of age and older must be present whenever children are using or gathered near the fire pit
5. Use only during operation hours.
6. Cooking food is prohibited in the fire pit area.

THUNDERSTORM POLICY

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

PROPERTY DAMAGE

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

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

USE AT OWN RISK; INDEMNIFICATION

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

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

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

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

SOVEREIGN IMMUNITY

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

SEVERABILITY

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

AMENDMENTS / WAIVERS

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

The above Amenity Rules and Policies were adopted on September 24, 2025 by the Board of Supervisors for the Deer Run Community Development District, at a duly noticed public hearing and meeting.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

ATTACHMENT A: Consent and Waiver Agreement (Community Programming)

ATTACHMENT B: Access Card Form

ATTACHMENT A

Consent and Waiver Agreement

- Deer Run Community Development District -

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

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

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

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

ATTACHMENT B: Access Card Form

ACCEPTANCE

I acknowledge the waiver as set forth below and I agree to its terms. I have also read and agree to abide by the Amenities Rules and Policies, as amended from time to time, and the District's Rules of Procedure. I also understand that I am financially responsible for and damages caused by my family members, my guests and me and those damages resulting from the loss or theft of my Amenities Access Card.

Signature of Patron: _____ Date: _____

WAIVER:

I understand that the Deer Run Community Development District, and their supervisors, officers, agents, consultants and employees, assume no responsibility for injuries or illness that my minor child(ren) may sustain as a result of their physical condition or resulting from their participation in any activities, sports, use of the pool, use of exercise equipment, use of the playground or any other Amenities. I expressly acknowledge on behalf of myself and my heirs that I assume the risk for any and all injuries and illness that may result from their participation in these activities or use of the Amenities. I hereby release and discharge the Deer Run Community Development District, and their Supervisors, officers, agents, consultants and employees, from any claims for injury, illness, death, loss or damage that my minor child(ren) may suffer as a result of their participation in these activities. I understand that the Deer Run Community Development District, are not responsible for personal property lost or stolen while participating in activities at the Amenity Center, pool, and recreational facilities.

Signature of Parent or Guardian: _____ Date: _____

FOR HOMEOWNERS and RENTERS:

The undersigned, a resident landowner within the District, agrees and acknowledges that it will not provide Amenities Access Cards to any Tenant (as used herein, the term Tenant shall include all family members of the specifically named Tenant) without first providing an Amenities Access Card Form ("Registration"), executed by Tenant, to an Amenities Staff Member. Should the undersigned provide Amenities Access Cards to Tenant without providing an Amenities Staff member with a Registration signed by Tenant, the undersigned agrees to be financially responsible for any damages caused by Tenant and agrees to indemnify the District, its supervisors, agents, staff and Riverside Management Services and its successors, from any and all liability for any injuries that Tenant may sustain in conjunction with the usage of the Amenity Facilities. Nothing herein shall be considered as a waiver of the District's sovereign immunity or Limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been Adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Home Owner: _____ Date: _____

OFFICE USE ONLY

Date Received

Date Entered in System

Staff Member Signature

AUTHORIZED ACCESS CARD(S)

Access Card Number: _____

Access Card Number: _____

*****There is a fee up to \$25 per Access Card for any lost, stolen or replacement Access Card*****

PART 2: Deer Run Community Development District

Rule for Amenities Rates

In accordance with Chapter 190 of the Florida Statutes, and on July 27, 2022, at a duly noticed public meeting, the Board of Supervisors of the Deer Run Community Development District adopted the following rates, fees and charges for the operation of the District's Amenities. All prior rates, fees and charges of the District are hereby superseded on a going forward basis.

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

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenities Rules and Policies of the Deer Run Community Development District, as amended from time to time.
2. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.
3. **Non-Clubhouse Rates.** The following non-clubhouse fees apply: TBD when applicable.
4. **Miscellaneous Fees.**

Item	Fee
Access Cards (2 per house hold on first distribution)	Free
Replacement of, Damaged, Lost, or Stolen Access Card	\$10.00-\$25.00
Non-Resident Annual Fee	\$2,500.00
Event Room Rentals	\$100/Hourly (NTE 4 Hours)
*A staff member shall be onsite during all Rentals. Rental reservations must be made at least 30 days in advance. Cancellations must be made at least 72 hours in advance to receive a full deposit refund. Rentals are only to be held in the Gathering Room and do not receive access to the pool, grill or upstairs at the amenity center.	Deposit: \$200

5. **Special Provisions.**
 - a. **Homeowner's Association Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.

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

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2018); Effective Date: July 27, 2022

PART 3: Deer Run Community Development District

Disciplinary & Enforcement Rule

In accordance with Chapter 190 of the Florida Statutes, and on July 27, 2022, at a duly noticed public meeting, the Board of Supervisors of the Deer Run Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby superseded on a going forward basis.

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

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

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

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

3. **Authority of Amenities Manager.** The Amenities Manager or his or her designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the Amenities for a period not to exceed thirty days.

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

5. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for

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

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

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

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2018); Effective Date: July 27, 2022

FIFTH ORDER OF BUSINESS

A.

**SUMP PUMP SERVICES PROPOSAL AND ADDENDUM BETWEEN THE DEER RUN
COMMUNITY DEVELOPMENT DISTRICT AND PEARSON'S PLUMBING**

District:	Deer Run Community Development District	Contractor:	Pearson's Plumbing
Mailing Address:	475 West Town Place, Suite 114 St. Augustine, FL 32092	Mailing Address:	209 N. Forsyth St. Bunell, FL 32110
Phone:	(904) 940-5850	Phone:	386-437-4446

The following provisions govern the proposal submitted by the Contractor, and attached hereto as **Exhibit A** (hereinafter referred to as the "Proposal," and as modified by this Addendum, the "Agreement") for purchase and installation services for the Island Club Amenity Center sump pump ("Services"):

1. Compensation due from the District for the Services and materials identified in the Proposal shall total Four Thousand Eight Hundred Ninety-Five Dollars **(\$4,895.00)**. The District shall pay Contractor the Agreement price following execution of this Agreement.
2. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation; and,
 - c. If any automobiles are to be used on the District's property, Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

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

3. The Contractor warrants to the District that the materials and workmanship furnished under this Agreement shall be of good quality, and free from faults and defects. If any such workmanship or materials are found to be defective, deficient, or not in accordance with the Agreement, and without intending to limit any other remedies, the Contractor shall correct, remove, and replace such workmanship or materials promptly at the Contractor's expense after receipt of a written notice from the District. To the extent that manufacturers' warranties are available, such manufacturers' warranties shall extend for the duration of their respective

terms, and the Contractor hereby assigns all manufacturers' warranties, if any, to the District, and shall provide evidence of the same. None of the warranties set forth herein shall cover abuse or abnormal damage occurring after completion of the services and not as a result of the acts or omissions of Contractor (or manufacturers, as applicable). In addition to all manufacturers' warranties for materials purchased for purposes of this Agreement, which Contractor shall assign to the District, the Services, all labor, and materials provided by the Contractor pursuant to this Agreement shall be warranted for workmanship for a period of one (1) year after final completion and acceptance by the District.

4. Contractor shall use reasonable care in performing the Services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor shall defend, indemnify, and hold harmless the District and the District's officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney's fees, paralegal fees and expert witness fees and costs, to the extent caused, wholly or in part, by any acts or omissions of the Contractor and persons employed or utilized by the Contractor in the performance of the Agreement.
5. In all matters relating to the Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of the Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity.
6. In performing its obligations under the Agreement, Contractor and each of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor shall comply with, and all Services rendered shall comply with, all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment, and other property.
7. Contractor agrees that nothing in the Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.
8. Contractor understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated

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

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

9. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
10. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor, and shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
11. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant such

section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

12. The Contractor acknowledges that, in addition to all laws and regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- a. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
- b. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
- c. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
- d. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
- e. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

The Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria"). The Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

The Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

13. The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes.

14. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Proposal, this Addendum controls.

15. The Agreement shall be deemed effective as of the date of the full execution of this Addendum.

[signatures continued on following page]

PEARSON'S PLUMBING

By: Pearson Plumbing

Its: President

Date: 8/10/26

**DEER RUN COMMUNITY DEVELOPMENT
DISTRICT**

Signed by:

Gary Garner

Chairperson/ Vice Chair, Board of Supervisors

Date: 2026-08-07

Exhibit A: Proposal

Exhibit A**Pearson's Plumbing**

209 N. Forsyth St.
Phone: 386-437-4446

CFC1425941

Bunnell, FL 32110
Fax: 386-437-4996

Client: Rich Gray	Date: 7/30/26
Street: Rgray@RMSNF.COM	Job Name: 501 Grand Reserve Dr Bunnell Fl
City, State, Zip:	Job Location: Island Club Amenity Center

We hereby submit specifications and estimates for:

Pearson's Plumbing will furnish the labor and material, as per the plans and local codes, for the plumbing rough-in and installation of the plumbing fixtures as noted in the contract.

This proposal does not include the plumbing permit or any fees.

- **Fixture Schedule:**
- Labor And Material To: Furnish and Install New Sump Pump
- **Note:** You may want to have an electrician onsite during install
- **Note:** This is non-returnable and non-cancelable

Contract Amount: \$ 4,895.00

We hereby propose to furnish material and labor- complete in accordance with above specifications for the sum of:

Four Thousand Eight Hundred Ninety-Five Dollars and 00/100

Note: This proposal may be withdrawn by Pearson's Plumbing if not accepted within 30 days.

Authorized Signature: _____

Gary Garner

A164F8DE2F8B442...

Permits and/or fees are not included unless otherwise specified. Pearson's Plumbing provides a warranty for one year from date of completion of project. There is no warranty on material supplied by the owner. There will be an additional charge for sewers that are underwater or more than four feet deep. We carry worker's compensation and general liability insurance that covers damage from faulty material or workmanship. Any damage to plumbing after installation by weather, fire, vandalism, theft, or other crafts will be the owner's responsibility. Customer agrees to NET UPON RECEIPT, (Check or Cash) and to pay interest on unpaid balances after 30 days together with reasonable attorney fees for cost of collection.

Acceptance of Proposal: The above prices, specifications, and conditions are hereby accepted. Pearson's Plumbing is authorized to do the work specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

8/10/26

B.

RELEASE OF CLAIMS AND SETTLEMENT AGREEMENT

This RELEASE AND SETTLEMENT AGREEMENT ("Agreement") is entered into as of the last date signed below ("Effective Date") by and between DEER RUN COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("CDD"), and FREEDOM AT GRAND RESERVE OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("HOA") (each a "Party" and collectively the "Parties").

BACKGROUND

A. The CDD unknowingly made certain payments for street lights that exclusively serve the HOA and its residents rather than the broader CDD (the "Street Light Payments").

B. The CDD has asserted it is entitled to reimbursement for the Street Light Payments, and the Parties desire to resolve this matter without litigation.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Settlement Payment. Within thirty (30) days of the Effective Date, the HOA shall pay the CDD Five Thousand Five Hundred Dollars (\$5,500.00) ("Settlement Payment") by check payable to "Deer Run Community Development District" or by wire transfer to an account designated by the CDD.

2. Mutual Release. Effective upon the CDD's receipt of the Settlement Payment, each Party, for itself and its successors, assigns, officers, directors, supervisors, members, agents, and representatives, fully and forever releases and discharges the other Party, together with its successors, assigns, officers, directors, supervisors, members, agents, and representatives, from any and all claims, demands, damages, liabilities, costs, and causes of action of any kind, arising out of or related to the Street Light Payments.

3. Representations and Warranties. Each Party represents and warrants that: (a) it has full authority to enter into this Agreement and the person signing on its behalf is duly authorized to do so; (b) this Agreement constitutes a valid and binding obligation enforceable against it; and (c) it has not assigned or transferred any claims released herein.

4. General Provisions.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Florida, without regard to conflicts of law principles.

(b) Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings. No amendment shall be effective unless in writing and signed by both Parties.

(c) Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(e) No Admission. This Agreement shall not be construed as an admission of liability by either Party.

IN WITNESS WHEREOF, the Parties have executed this Release of Claims and Settlement Agreement as of the date(s) set forth below.

DEER RUN COMMUNITY DEVELOPMENT DISTRICT

By: Gary Garner

Name: GARY GARNER

Title: CHAIRMAN

Date: 7-22-2026

FREEDOM AT GRAND RESERVE OWNERS ASSOCIATION, INC.

By: Allen Eichhorn

Name: Allen Eichhorn

Title: Secretary

Date: 7/17/2026

C.

**NON-EXCLUSIVE LICENSE AGREEMENT
[FITNESS INSTRUCTION]**

THIS AGREEMENT is made and entered into this 5th day of August, 2026, by and between the **DEER RUN COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Flagler County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District") and **NANCY WHITE**, an independent contractor, whose mailing address is 105 Ocean Aire Terrace North, Ormond Beach, Florida 32176 ("Licensee").

RECITALS

WHEREAS, the District has constructed certain recreational improvements including an Amenity Center with associated facilities ("Amenities"); and

WHEREAS, the District desires to enter into an agreement with Licensee to provide for certain fitness instruction services at the Amenities ("Services"); and

WHEREAS, Licensee has agreed to comply with the District's Amenities Rules & Policies ("Rules") in connection with the fitness instruction services at the Amenities; and

WHEREAS, the District is willing to grant a non-exclusive, revocable license allowing the Licensee to enter a specific portion of the Amenities for the purposes of providing the Services, provided that such use does not impede the District's operation of the Amenities as a public improvement; and

WHEREAS, the District and Licensee desire to contract and memorialize their understandings and covenants regarding the services the Licensee will provide the District; and

WHEREAS, the District does not warrant that the Amenities are suitable or fit for purposes requested by Licensee, but Licensee does believe them to be fit and suitable and Licensee does acknowledge that the District provides no warranties whatsoever.

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

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. **Duties.** The District hereby grants and conveys to the Licensee a non-exclusive license to enter a specific portion of the Amenities for the purposes of providing the Services as described in Exhibit A ("License"). Licensee agrees it shall provide Services to the District's Patrons only as such term is defined in the District's Rules.

3. **Scheduling.** Licensee shall coordinate services directly with the District Manager or his/her on-site management designee. Licensee shall schedule all Services in advance pursuant

to the means and methods set forth by the District Manager and his/her on-site management designee, who shall have final and absolute discretion with respect to matters related to scheduling.

4. Compensation. Licensee shall be entitled to charge fees as described in **Exhibit A** attached hereto and made a part hereof for class participants which shall be collected directly by Licensee.

5. District Policies Apply. Licensee acknowledges that the Amenities are open to use by Patrons and agrees to abide at all times by the District's Rules governing the use of the Amenities and the establishment of fees and rates. Licensee acknowledges that it has received a copy of the District's Rules.

6. Use of the Amenities. Licensee shall not have exclusive use of the Amenities but shall have exclusive use of the designated portion or area of the Amenities for operation of the Services during the hours approved by District Manager or his/her designee. However, Licensee's use shall not interfere with the operation of the Amenities as a public improvement and the Licensee hereby agrees that in the event District-owned real property is assessed real property taxes by virtue of this License, Licensee hereby agrees to pay any all such taxes. The Licensee agrees that all use of the Amenities shall be subject to the rules and policies of the District and the District shall have the right to take such actions as are necessary to preserve the health, safety, and welfare of its residents, landowners, lands, and facilities.

7. Professional Judgment. Licensee represents that it is qualified to provide the Services and to provide certified, trained and qualified instructors. Licensee shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in provision of the Services, including taking precautions for the safety of its students and employees. All minors taking part in the Services offered shall only be with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any student while taking part in the Services. Any and all waivers signed by Licensee's users shall acknowledge the fact that the District is not responsible. Licensee shall remain an active Florida business in good standing during the term of this License. Failure to do so shall allow the District to immediately terminate the License.

8. Care of Property. Licensee agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in its Services to do the same. Licensee agrees that it shall assume responsibility for any and all damage to the District's facility as a result of Licensee's use under this Agreement which may be attributable to events other than ordinary wear and tear. In the event that any damage to the District's facility occurs, the District shall notify Licensee of such damage. Licensee agrees that the District may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's facilities, residents, and landowners. Licensee agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph.

9. Independent Contractor. The District and Licensee agree and acknowledge that Licensee shall serve as an independent contractor of the District.

10. Term. This Agreement shall commence February 2, 2026, and shall continue in effect until terminated by either party hereto. The District or Licensee may terminate this Agreement for any reason whatsoever upon the giving of thirty (30) calendar days written notice to the other. The District may terminate this Agreement immediately for cause.

11. Insurance. Licensee shall at all times while performing the services contemplated by this Agreement maintain a general liability insurance policy naming the District named as an additional insured and issued by an insurance carrier licensed to do business in the State of Florida in an amount of at least one million dollars (\$1,000,000.00), and Licensee agrees to furnish a certificate to the District showing compliance with this section prior to the provision of services.

12. Indemnification. Licensee agrees to defend, indemnify and hold harmless the District and its respective supervisors, officers, agents, employees and Licensees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, including all employees, agents and representatives of Licensee's attendees of the Services or persons traveling to, from or near the fitness classes site, for any injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, Licensee's use of the Amenities in connection with this Agreement, including litigation or any appellate proceedings with respect thereto. Licensee agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes.

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

14. Recovery of Costs and Fees. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

15. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Flagler County, Florida.

[signatures continued on following page]

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

ATTEST:

Signed by:

Matt Buzette

EB6F00213668403...

Secretary / Assistant Secretary

DEER RUN COMMUNITY
DEVELOPMENT DISTRICT

Signed by:

Gary Garner

A164F8DE2F88442...

Chairperson, Board of Supervisors

ATTEST:

Alison Mossing

Print Name: Alison Mossing

NANCY WHITE, an independent
contractor

Nancy White

Print Name: Nancy White

Title: Inspector

Exhibit A: Fitness Instruction Specifications

Exhibit A
Fitness Instruction Specifications

Instructor: Nancy White

Phone: (386) 333-0209

Email: whitena2004@gmail.com

Address: 105 Ocean Air Terrace N Ormond Beach, FL 32176

Participants: Classes are restricted to Patrons of the District

Class Schedule:

Zumba Classes			
Class	Date	Time	Location
Zumba	Wednesdays	9:00 a.m.	Amenity Center
Aqua Tabata/ Zumba Tone	Wednesdays	10:00 a.m.	Outdoors (Aqua Tabata) or Indoors (Zumba Tone)
Zumba Tone	Fridays	9:00 a.m.	Amenity Center
Aqua Tabata/ Zumba	Fridays	10:00 a.m.	Outdoors (Aqua Tabata) or Indoors (Zumba)

Class Fees	
Class Fee	\$8.00 per individual class for each attending student
Dual-Class Fee	\$13.00 per individual who attends 2 separate classes on the same calendar day (this fee cannot be shared between individuals nor carried over to future dates)
Class Fees to be made directly to instructor	

D.

NON-EXCLUSIVE LICENSE AGREEMENT
[YOGA INSTRUCTION]

THIS AGREEMENT is made and entered into this 7th day of August, 2026, by and between the **DEER RUN COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Flagler County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”) and **IRENE BEISSEL**, an independent contractor, whose mailing address is 19 Wendy Lane, Palm Coast, Florida 32164 (“Licensee”).

RECITALS

WHEREAS, the District has constructed certain recreational improvements including an Amenity Center with associated facilities (“Amenities”); and

WHEREAS, the District desires to enter into an agreement with Licensee to provide for certain yoga instruction services at the Amenities (“Services”); and

WHEREAS, Licensee has agreed to comply with the District’s Amenities Rules & Policies (“Rules”) in connection with the yoga instruction services at the Amenities; and

WHEREAS, the District is willing to grant a non-exclusive, revocable license allowing the Licensee to enter a specific portion of the Amenities for the purposes of providing the Services, provided that such use does not impede the District’s operation of the Amenities as a public improvement; and

WHEREAS, the District and Licensee desire to contract and memorialize their understandings and covenants regarding the services the Licensee will provide the District; and

WHEREAS, the District does not warrant that the Amenities are suitable or fit for purposes requested by Licensee, but Licensee does believe them to be fit and suitable and Licensee does acknowledge that the District provides no warranties whatsoever.

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

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.
2. Duties. The District hereby grants and conveys to the Licensee a non-exclusive license to enter a specific portion of the Amenities for the purposes of providing the Services as described in Exhibit A (“License”). Licensee agrees it shall provide Services to the District’s Patrons only as such term is defined in the District’s Rules.
3. Scheduling. Licensee shall coordinate services directly with the District Manager or his/her on-site management designee. Licensee shall schedule all Services in advance pursuant

to the means and methods set forth by the District Manager and his/her on-site management designee, who shall have final and absolute discretion with respect to matters related to scheduling.

4. Compensation. Licensee shall be entitled to charge fees as described in **Exhibit A** attached hereto and made a part hereof for class participants which shall be collected directly by Licensee.

5. District Policies Apply. Licensee acknowledges that the Amenities are open to use by Patrons and agrees to abide at all times by the District's Rules governing the use of the Amenities and the establishment of fees and rates. Licensee acknowledges that it has received a copy of the District's Rules.

6. Use of the Amenities. Licensee shall not have exclusive use of the Amenities but shall have exclusive use of the designated portion or area of the Amenities for operation of the Services during the hours approved by District Manager or his/her designee. However, Licensee's use shall not interfere with the operation of the Amenities as a public improvement and the Licensee hereby agrees that in the event District-owned real property is assessed real property taxes by virtue of this License, Licensee hereby agrees to pay any all such taxes. The Licensee agrees that all use of the Amenities shall be subject to the rules and policies of the District and the District shall have the right to take such actions as are necessary to preserve the health, safety, and welfare of its residents, landowners, lands, and facilities.

7. Professional Judgment. Licensee represents that it is qualified to provide the Services and to provide certified, trained and qualified instructors. Licensee shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in provision of the Services, including taking precautions for the safety of its students and employees. All minors taking part in the Services offered shall only be with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any student while taking part in the Services. Any and all waivers signed by Licensee's users shall acknowledge the fact that the District is not responsible. Licensee shall remain an active Florida business in good standing during the term of this License. Failure to do so shall allow the District to immediately terminate the License.

8. Care of Property. Licensee agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in its Services to do the same. Licensee agrees that it shall assume responsibility for any and all damage to the District's facility as a result of Licensee's use under this Agreement which may be attributable to events other than ordinary wear and tear. In the event that any damage to the District's facility occurs, the District shall notify Licensee of such damage. Licensee agrees that the District may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's facilities, residents, and landowners. Licensee agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph.

9. Independent Contractor. The District and Licensee agree and acknowledge that Licensee shall serve as an independent contractor of the District.

10. Term. This Agreement shall commence August 7, 2026, and shall continue in effect until terminated by either party hereto. The District or Licensee may terminate this Agreement for any reason whatsoever upon the giving of thirty (30) calendar days written notice to the other. The District may terminate this Agreement immediately for cause.

11. Insurance. Licensee shall at all times while performing the services contemplated by this Agreement maintain a general liability insurance policy naming the District named as an additional insured and issued by an insurance carrier licensed to do business in the State of Florida in an amount of at least one million dollars (\$1,000,000.00), and Licensee agrees to furnish a certificate to the District showing compliance with this section prior to the provision of services.

12. Indemnification. Licensee agrees to defend, indemnify and hold harmless the District and its respective supervisors, officers, agents, employees and Licensees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, including all employees, agents and representatives of Licensee's attendees of the Services or persons traveling to, from or near the yoga instruction/classes site, for any injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, Licensee's use of the Amenities in connection with this Agreement, including litigation or any appellate proceedings with respect thereto. Licensee agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes.

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

14. Recovery of Costs and Fees. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

15. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Flagler County, Florida.

[signatures continued on following page]

Exhibit A
Yoga Instruction Specifications

Instructor: Irene Beissel

Phone: (352) 223-2746

Email: irenebeissel@hotmail.com

Participants: Classes are restricted to Patrons of the District

Class Schedule:

Yoga Classes				
Class	Date	Time	Location	Participant Fee
Yoga	Thursdays	5:00 p.m.	Amenity Center	\$10 per class
*Participant fees shall be paid directly to the instructor and are due in full at the beginning of each class, prior to the participant's attendance or participation				

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

ATTEST:

Signed by:

Matt Biagetti

EB6F00213668403...

Secretary / Assistant Secretary

**DEER RUN COMMUNITY
DEVELOPMENT DISTRICT**

Signed by:

Gary Garner

A164F8DE2F88442...

Chairperson, Board of Supervisors

ATTEST:

Natalie Clem

Print Name: Natalie clem

IRENE BEISSEL, an independent
contractor

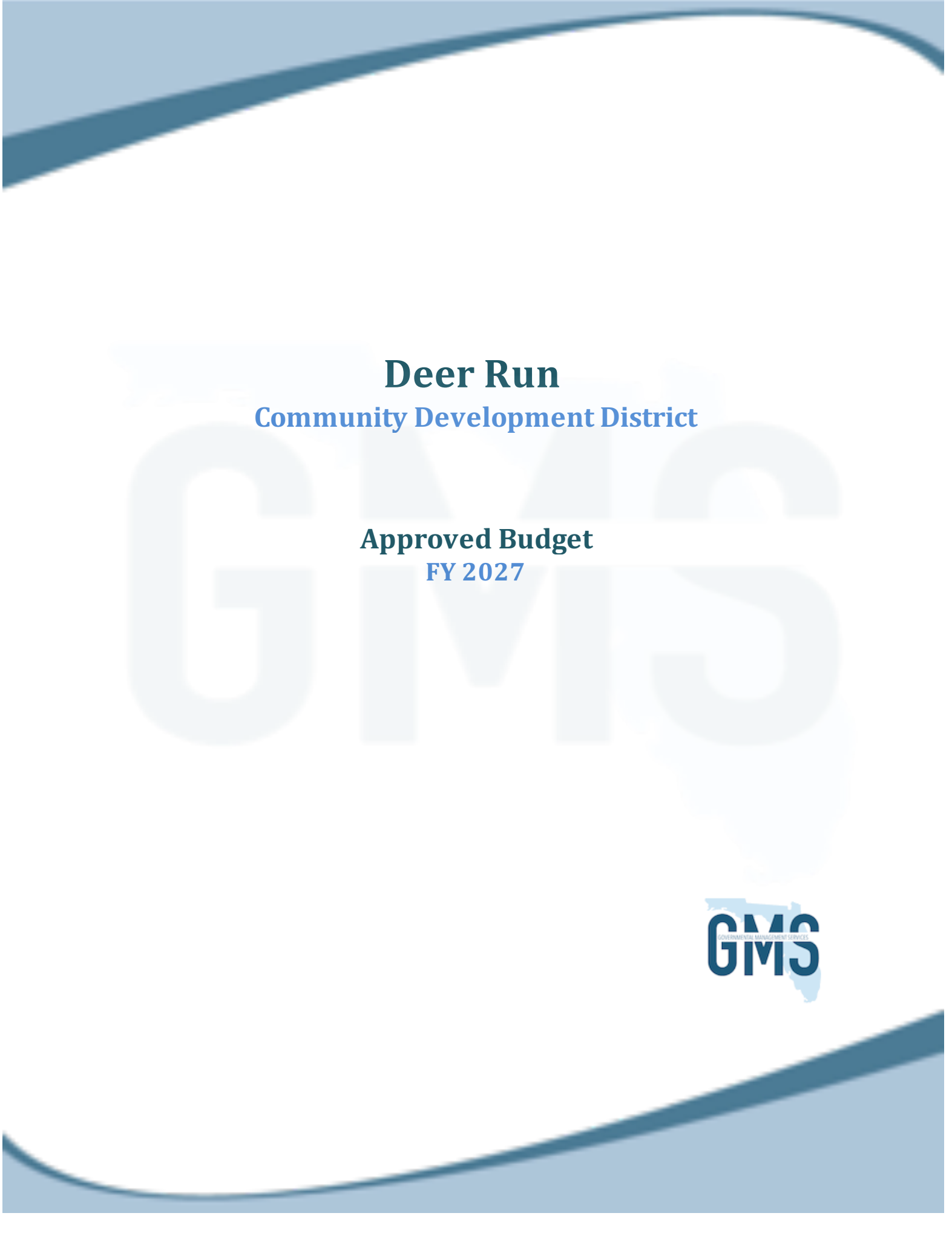
Irene Beissel

Print Name: Irene Beissel

Title: Yoga Instructor

Exhibit A: Yoga Instruction Specifications

SIXTH ORDER OF BUSINESS



Deer Run

Community Development District

Approved Budget
FY 2027



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Deer Run

Community Development District

General Fund Budget

DESCRIPTION	ADOPTED FY2026 BUDGET	ACTUAL THRU 7/31/26	PROJECTED NEXT 2 MONTHS	TOTAL AS OF 9/30/26	APPROVED FY2027 BUDGET	INCREASE/ (DECREASE) REVISION	% Change
Revenues							
Assessments	\$1,006,746	\$1,017,845	\$0	\$1,017,845	\$ 1,093,142	\$86,396	9%
Golf Course Lake Maintenance	\$4,642	\$2,320	\$2,322	\$4,642	\$4,642	\$0	0%
Rental Income/Misc. Inc.	\$500	\$2,310	\$350	\$2,660	\$500	\$0	0%
Interest - SBA	\$10,000	\$11,933	\$1,500	\$13,433	\$10,000	\$0	0%
TOTAL REVENUES	\$ 1,021,888	\$ 1,034,408	\$ 4,172	\$ 1,038,580	\$ 1,108,284	\$ 86,396	8.45%
Expenditures							
<u>Administrative</u>							
Supervisor Fees	\$8,000	\$5,800	\$1,000	\$6,800	\$8,000	\$0	0%
FICA Expense	\$612	\$444	\$75	\$519	\$612	\$0	0%
Engineering	\$17,000	\$13,347	\$1,000	\$14,347	\$23,000	\$6,000	35%
Dissemination	\$3,625	\$3,288	\$438	\$3,726	\$2,756	(\$869)	-24%
Disclosure Software	\$0	\$0	\$0	\$0	\$1,000	\$1,000	100%
Attorney	\$25,000	\$10,803	\$2,161	\$12,964	\$25,000	\$0	0%
Annual Audit	\$4,200	\$4,000	\$0	\$4,000	\$4,200	\$0	0%
Trustee Fees	\$3,500	\$7,000	\$0	\$7,000	\$3,500	\$0	0%
Arbitrage	\$450	\$0	\$450	\$450	\$450	\$0	0%
Assessment Roll Services	\$2,756	\$2,756	\$0	\$2,756	\$2,894	\$138	5%
Management Fees	\$40,226	\$33,522	\$6,704	\$40,226	\$42,237	\$2,011	5%
Information Technology	\$1,280	\$1,067	\$214	\$1,281	\$1,344	\$64	5%
Website Maintenance	\$729	\$608	\$122	\$730	\$765	\$36	5%
Telephone	\$168	\$148	\$30	\$178	\$168	\$0	0%
Postage	\$850	\$1,135	\$227	\$1,362	\$850	\$0	0%
Insurance	\$8,974	\$7,985	\$0	\$7,985	\$8,974	\$0	0%
Printing & Binding	\$800	\$1,097	\$219	\$1,316	\$800	\$0	0%
Travel Per Diem	\$250	\$0	\$50	\$50	\$250	\$0	0%
Legal Advertising	\$2,000	\$895	\$179	\$1,074	\$2,000	\$0	0%
Other Current Charges	\$2,500	\$1,601	\$300	\$1,901	\$2,500	\$0	0%
Office Supplies	\$100	\$6	\$50	\$56	\$100	\$0	0%
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175	\$0	0%
Total Administrative	\$ 123,195	\$ 95,677	\$ 13,219	\$ 108,896	\$ 131,576	\$ 8,381	6.80%
<u>Maintenance</u>							
Field Management	\$40,000	\$33,333	\$6,667	\$40,000	\$42,000	\$2,000	5%
Electric	\$92,000	\$84,467	\$16,893	\$101,360	\$101,200	\$9,200	10%
Water & Sewer	\$19,320	\$16,850	\$3,370	\$20,220	\$21,252	\$1,932	10%
Landscape Maintenance	\$159,425	\$111,860	\$22,372	\$134,232	\$154,425	(\$5,000)	-3%
Permit Monitoring	\$0	\$326	\$0	\$326	\$0	\$0	0%
Landscape Contingency	\$15,000	\$16,515	\$2,500	\$19,015	\$15,000	\$0	0%
Mulch	\$5,250	\$3,250	\$2,000	\$5,250	\$5,250	\$0	0%
Tree Pruning	\$4,725	\$1,767	\$2,000	\$3,767	\$4,725	\$0	0%
Lake Maintenance and Repairs	\$25,700	\$21,109	\$4,238	\$25,347	\$26,985	\$1,285	5%
Irrigation Repairs	\$21,420	\$5,310	\$5,000	\$10,310	\$11,420	(\$10,000)	-47%
Irrigation Pump Preventative Maintenance	\$0	\$0	\$0	\$0	\$9,850	\$9,850	100%
Sidewalk Repair	\$2,500	\$0	\$1,250	\$1,250	\$2,500	\$0	0%
Street Repair	\$5,000	\$0	\$2,500	\$2,500	\$5,000	\$0	0%
Contingency	\$2,500	\$1,041	\$1,250	\$2,291	\$2,500	\$0	0%
Total Maintenance	\$ 392,840	\$ 295,828	\$ 70,040	\$ 365,868	\$ 402,107	\$ 9,267	2.36%

Deer Run

Community Development District

General Fund Budget

DESCRIPTION	ADOPTED FY2026 BUDGET	ACTUAL THRU 7/31/26	PROJECTED NEXT 2 MONTHS	TOTAL AS OF 9/30/26	APPROVED FY2027 BUDGET	INCREASE/ (DECREASE) REVISION	% Change
<u><i>Amenity Center</i></u>							
Amenities Management	\$83,228	\$69,357	\$13,872	\$83,229	\$87,389	\$4,161	5%
Facilities Assistant	\$29,896	\$45,624	\$13,000	\$58,624	\$55,000	\$25,104	84%
Property Insurance	\$40,000	\$35,028	\$0	\$35,028	\$40,000	\$0	0%
Pool Maintenance	\$21,600	\$18,306	\$3,600	\$21,906	\$21,600	\$0	0%
Pool Chemicals	\$21,600	\$16,498	\$3,330	\$19,828	\$23,328	\$1,728	8%
Janitorial Services	\$20,000	\$17,450	\$3,500	\$20,950	\$32,000	\$12,000	60%
Pest Control	\$1,213	\$869	\$218	\$1,087	\$1,141	(\$71)	-6%
Facilities Maintenance	\$25,000	\$18,970	\$3,794	\$22,764	\$35,000	\$10,000	40%
Cable, Internet & Telephone Services	\$6,261	\$3,677	\$706	\$4,383	\$6,261	\$0	0%
Electric - Amenities	\$18,480	\$13,797	\$3,000	\$16,797	\$19,404	\$924	5%
Water & Sewer - Amenities	\$58,727	\$37,127	\$10,000	\$47,127	\$61,663	\$2,936	5%
Gas Service	\$1,045	\$824	\$165	\$989	\$1,045	\$0	0%
Security Monitoring	\$4,000	\$5,233	\$642	\$5,875	\$4,000	\$0	0%
Access Cards	\$500	\$1,415	\$0	\$1,415	\$500	\$0	0%
Operating Supplies	\$3,308	\$3,437	\$687	\$4,124	\$3,473	\$165	5%
Amenity Repairs & Maintenance	\$25,000	\$29,990	\$5,000	\$34,990	\$35,000	\$10,000	40%
HVAC Preventative Maintenance	\$0	\$0	\$0	\$0	\$1,800	\$1,800	100%
Pool Repairs & Maintenance	\$20,000	\$19,314	\$2,500	\$21,814	\$15,000	(\$5,000)	-25%
Special Events	\$17,500	\$12,775	\$4,725	\$17,500	\$17,500	\$0	0%
Holiday Décor	\$2,000	\$1,537	\$463	\$2,000	\$2,000	\$0	0%
Fitness Center Repairs & Maintenance	\$1,500	\$1,373	\$500	\$1,873	\$1,500	\$0	0%
Office Supplies	\$2,500	\$1,843	\$369	\$2,212	\$2,500	\$0	0%
Elevator Maintenance	\$2,000	\$1,530	\$750	\$2,280	\$2,000	\$0	0%
Pressure Washing	\$10,000	\$7,519	\$2,481	\$10,000	\$12,000	\$2,000	20%
Refuse	\$4,000	\$0	\$2,000	\$2,000	\$7,000	\$3,000	75%
Contingency	\$1,000	\$789	\$500	\$1,289	\$1,000	\$0	0%
Total Amenity Center	\$ 420,357	\$ 364,282	\$ 75,802	\$ 440,084	\$ 489,105	\$ 68,748	16.35%
Other Sources/(Uses)							
Capital Reserve - Transfer out	\$85,496	\$85,496	\$0	\$85,496	\$ 85,496	\$0	0%
Total Other Sources/(Uses)	\$ 85,496	\$ 85,496	\$ -	\$ 85,496	\$ 85,496	\$ -	0%
TOTAL EXPENDITURES	\$ 1,021,888	\$ 841,283	\$ 159,060	\$ 1,000,343	\$ 1,108,284	\$ 86,396	
EXCESS REVENUES/(EXPENDITURES)	\$ (0)	\$ 193,125	\$ (154,888)	\$ 38,237	\$ -	\$ 0	

FY2027 Budget

Operations & Maintenance Assessments - No Amenities

Lot Size	No. of Units	ERU Value	Total ERU's	%	FY27 Total Net Assessments	FY27 Total Gross Assessments	FY27 Per Unit Gross Assessment
40'	448	0.54	241.92	44.92%	\$232,923.09	\$247,790.52	\$553.10
50'	338	0.67	226.46	42.05%	\$218,038.04	\$231,955.37	\$686.26
75'	61	1	61	11.33%	\$58,731.43	\$62,480.25	\$1,024.27
Commercial	15	0.5	7.5	1.39%	\$7,221.08	\$7,682.00	\$512.13
Golf Course	1	1.69	1.69	0.31%	\$1,627.15	\$1,731.01	\$1,731.01
					<u>\$518,540.80</u>	<u>\$551,639.15</u>	

Operations & Maintenance Assessments - Amenities

Lot Size	No. of Units	ERU Value	Total ERU's	%	FY27 Total Net Assessments	FY27 Total Gross Assessments	FY27 Per Unit Gross Assessment
40'	448	1	448	52.89%	\$303,921.19	\$323,320.41	\$721.70
50'	338	1	338	39.91%	\$229,297.68	\$243,933.71	\$721.70
75'	61	1	61	7.20%	\$41,382.13	\$44,023.54	\$721.70
Commercial	15	0	0	0.00%	\$0.00	\$0.00	\$0.00
Golf Course	1	0	0	0.00%	\$0.00	\$0.00	\$0.00
					<u>\$574,601.00</u>	<u>\$611,277.66</u>	

Operations & Maintenance Assessments - Combined

Lot Size	No. of Units	FY27 Total Net Assessments	FY27 Total Gross Assessments	FY27 Gross Per Unit Assessment	FY26 Gross Per Unit Assessment	Increase	Percentage Increase
40'	448	\$536,844.28	\$571,110.94	\$1,274.80	\$1,171.30	\$103.50	9%
50'	338	\$447,335.73	\$475,889.07	\$1,407.96	\$1,306.61	\$101.35	8%
75'	61	\$100,113.56	\$106,503.79	\$1,745.96	\$1,639.79	\$106.17	6%
Commercial	15	\$7,221.08	\$7,682.00	\$512.13	\$504.83	\$7.30	1%
Golf Course	1	\$1,627.15	\$1,731.01	\$1,731.01	\$1,706.31	\$24.70	1%
		<u>\$1,093,141.80</u>	<u>\$1,162,916.81</u>				

Deer Run

Community Development District

GENERAL FUND BUDGET

REVENUES:

Assessments

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

Golf Course Lake Maintenance Contribution

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

Rental/Miscellaneous/Interest Income

Miscellaneous income received on behalf of the District. The District will have all excess funds invested with State Board of Administration. The amount is based upon the estimated average balance of funds available during the fiscal year.

EXPENDITURES:

Administrative:

Supervisor Fees

The Florida Statutes allows each supervisor to be paid per meeting, for the time devoted to District business and board meetings. The amount is based upon 5 Supervisors attending 8 meetings during the fiscal year.

FICA Expense

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

Engineering

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

Dissemination

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

Disclosure Software

The District is required to utilize software provided by Disclosure Technology Services, LLC.

Attorney

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

Deer Run

Community Development District

GENERAL FUND BUDGET

Annual Audit

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

Trustee Fees

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

Arbitrage

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

Assessment Roll Services

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

Management Fees

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

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services – Central Florida, LLC provides these services.

Telephone

Telephone and fax machine.

Postage

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

Insurance

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

Deer Run

Community Development District

GENERAL FUND BUDGET

Printing & Binding

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

Travel Per Diem

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

Legal Advertising

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

Other Current Charges

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

Office Supplies

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

Dues, Licenses & Subscriptions

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

Maintenance:

Field Management

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

Electric

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

Water & Sewer

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

Deer Run

Community Development District

GENERAL FUND BUDGET

Landscape Maintenance

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

Landscape Contingency

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

Mulch

Represents estimated costs for supplemental mulch to be added during the fiscal year.

Tree Pruning

Represents the costs of trimming trees throughout the fiscal year.

Lake Maintenance and Repairs

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

Irrigation Repairs

To record the cost of repairs to the irrigation system.

Irrigation Pump Preventative Maintenance

To record the cost of preventative maintenance on the irrigation pump station. \$6,000 of this fee represents the added warranty for preventative maintenance.

Sidewalk Repairs

Represents costs for any side walk repairs for areas owned and maintained by the District.

Street Repairs

Represents costs for any street repairs for areas owned and maintained by the District.

Contingency

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

Amenity Center:

Amenities Management

Deer Run

Community Development District

GENERAL FUND BUDGET

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

Facilities Assistant

Cost to provide assistance to Facility Manager during summer weekend hours, special events, etc. contracted with Riverside Management Services.

Property Insurance

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

Pool Maintenance

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

Pool Chemicals

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

Janitorial Services

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

Pest Control

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

Facilities Maintenance

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

Cable, Internet & Telephone Services

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

Electric – Amenities

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

Water & Sewer – Amenities

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

Gas Service

Represents estimated gas services provided at the amenity center.

Deer Run

Community Development District

GENERAL FUND BUDGET

Security Monitoring

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

Access Cards

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

Operating Supplies

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

Amenity Repairs & Maintenance

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

HVAC Preventative Maintenance

Represents cost for preventative maintenance of the HVAC system at the Amenity Center.

Pool Repairs & Maintenance

Estimated miscellaneous pool maintenance cost not included under the agreements with Aquatic Express.

Special Events

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

Holiday Decor

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

Fitness Center Repairs & Maintenance

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

Office Supplies

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

Elevator Maintenance

Represents costs of repairs and maintenance of the elevators.

Pressure Washing

Deer Run
Community Development District
GENERAL FUND BUDGET

Represents costs of pressure washing the amenity center and other facilities.

Refuse

Represents costs of a dumpster and dumpster maintenance.

Contingency

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

OTHER SOURCES AND USES:

Capital Reserve – Transfer Out

Funds transfer out to Capital Projects fund for repairs and replacement of District-owned capital assets.

Deer Run

Community Development District

Capital Reserve Fund Budget

DESCRIPTION	ADOPTED FY2026 BUDGET	ACTUAL THRU 7/31/26	PROJECTED NEXT 2 MONTHS	TOTAL AS OF 9/30/26	APPROVED FY2027 BUDGET
<u>Revenues</u>					
Interest - SBA	\$1,000	\$7,273	\$1,400	\$8,673	\$1,000
Carry Forward Surplus	\$271,551	\$219,504	\$0	\$219,504	\$ 243,468
TOTAL REVENUES	\$ 272,551	\$ 226,777	\$ 1,400	\$ 228,177	\$ 244,468
<u>Expenditures</u>					
Capital Outlay	\$0	\$70,117	\$0	\$70,117	\$0
Miscellaneous Expense	\$0	\$44	\$44	\$88	\$0
TOTAL EXPENDITURES	\$ -	\$ 70,161	\$ 44	\$ 70,205	\$ -
<u>Other Sources/(Uses)</u>					
Capital Reserve - Transfer In	\$85,496	\$85,496	\$0	\$85,496	\$85,496
Total Other Sources/(Uses)	\$ 85,496	\$ 85,496	\$ -	\$ 85,496	\$ 85,496
EXCESS REVENUES	\$ 358,047	\$ 242,112	\$ 1,356	\$ 243,468	\$ 329,964

Deer Run

Community Development District

Debt Service Fund Budget - Series 2018

DESCRIPTION	ADOPTED FY2026 BUDGET	ACTUAL THRU 7/31/26	PROJECTED NEXT 2 MONTHS	TOTAL AS OF 9/30/26	APPROVED FY2027 BUDGET
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Revenues

Assessments	\$635,688	\$655,104	\$0	\$655,104	\$634,295
Prepayments	\$0	\$5,375	\$0	\$5,375	\$0
Interest	\$13,000	\$25,365	\$4,000	\$29,365	\$13,000
Carry Forward Surplus	\$378,368	\$480,931	\$0	\$480,931	\$519,095

TOTAL REVENUES	\$ 1,027,056	\$ 1,166,775	\$ 4,000	\$ 1,170,775	\$ 1,166,390
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Expenditures

Interest - 11/1	\$203,750	\$203,475	\$0	\$203,475	\$196,995
Special Call - 11/1	\$0	\$10,000	\$0	\$10,000	\$0
Special Call - 5/1	\$0	\$5,000	\$0	\$5,000	\$0
Principal - 5/1	\$230,000	\$230,000	\$0	\$230,000	\$245,000
Interest - 5/1	\$203,750	\$203,205	\$0	\$203,205	\$196,995

TOTAL EXPENDITURES	\$ 637,500	\$ 651,680	\$ -	\$ 651,680	\$ 638,990
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EXCESS REVENUES	\$ 389,556	\$ 515,095	\$ 4,000	\$ 519,095	\$ 527,400
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Interest 11/1 \$190,380

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

Date	Balance	Prinicipal	Interest	Total
	\$ 7,240,000.00			
11/01/26	\$ 7,240,000.00	\$ -	\$ 196,860.00	\$ 196,860.00
05/01/27	\$ 7,240,000.00	\$ 245,000.00	\$ 196,860.00	
11/01/27	\$ 6,995,000.00	\$ -	\$ 190,245.00	\$ 632,105.00
05/01/28	\$ 6,995,000.00	\$ 260,000.00	\$ 190,245.00	
11/01/28	\$ 6,735,000.00	\$ -	\$ 183,225.00	\$ 633,470.00
05/01/29	\$ 6,735,000.00	\$ 270,000.00	\$ 183,225.00	
11/01/29	\$ 6,465,000.00	\$ -	\$ 175,935.00	\$ 629,160.00
05/01/30	\$ 6,465,000.00	\$ 285,000.00	\$ 175,935.00	
11/01/30	\$ 6,180,000.00	\$ -	\$ 168,240.00	\$ 629,175.00
05/01/31	\$ 6,180,000.00	\$ 305,000.00	\$ 168,240.00	
11/01/31	\$ 5,875,000.00	\$ -	\$ 160,005.00	\$ 633,245.00
05/01/32	\$ 5,875,000.00	\$ 320,000.00	\$ 160,005.00	
11/01/32	\$ 5,555,000.00	\$ -	\$ 151,365.00	\$ 631,370.00
05/01/33	\$ 5,555,000.00	\$ 340,000.00	\$ 151,365.00	
11/01/33	\$ 5,215,000.00	\$ -	\$ 142,185.00	\$ 633,550.00
05/01/34	\$ 5,215,000.00	\$ 355,000.00	\$ 142,185.00	
11/01/34	\$ 4,860,000.00	\$ -	\$ 132,600.00	\$ 629,785.00
05/01/35	\$ 4,860,000.00	\$ 375,000.00	\$ 132,600.00	
11/01/35	\$ 4,485,000.00	\$ -	\$ 122,475.00	\$ 630,075.00
05/01/36	\$ 4,485,000.00	\$ 395,000.00	\$ 122,475.00	
11/01/36	\$ 4,090,000.00	\$ -	\$ 111,810.00	\$ 629,285.00
05/01/37	\$ 4,090,000.00	\$ 420,000.00	\$ 111,810.00	
11/01/37	\$ 3,670,000.00	\$ -	\$ 100,470.00	\$ 632,280.00
05/01/38	\$ 3,670,000.00	\$ 445,000.00	\$ 100,470.00	
11/01/38	\$ 3,225,000.00	\$ -	\$ 88,455.00	\$ 633,925.00
05/01/39	\$ 3,225,000.00	\$ 465,000.00	\$ 88,455.00	
11/01/39	\$ 2,760,000.00	\$ -	\$ 75,900.00	\$ 629,355.00
05/01/40	\$ 2,760,000.00	\$ 495,000.00	\$ 75,900.00	
11/01/40	\$ 2,265,000.00	\$ -	\$ 62,287.50	\$ 633,187.50
05/01/41	\$ 2,265,000.00	\$ 520,000.00	\$ 62,287.50	
11/01/41	\$ 1,745,000.00	\$ -	\$ 47,987.50	\$ 630,275.00
05/01/42	\$ 1,745,000.00	\$ 550,000.00	\$ 47,987.50	
11/01/42	\$ 1,195,000.00	\$ -	\$ 32,862.50	\$ 630,850.00
05/01/43	\$ 1,195,000.00	\$ 580,000.00	\$ 32,862.50	
11/01/43	\$ 615,000.00	\$ -	\$ 16,912.50	\$ 629,775.00
05/01/44	\$ 615,000.00	\$ 615,000.00	\$ 16,912.50	\$ 631,912.50
		\$ 7,240,000.00	\$ 4,319,640.00	\$ 11,559,640.00

A.

RESOLUTION 2026-03
[FY 2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Deer Run Community Development District (“**District**”) prior to June 15, 2026, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

WHEREAS, the District Manager posted the Proposed Budget on the District’s website, <https://deerruncdd.com>, in accordance with Section 189.016, *Florida Statutes* ; and

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

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Deer Run Community Development District for the Fiscal Year Ending September 30, 2027.”
- c. The Adopted Budget shall be posted by the District Manager on the District’s official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2027 or within 60 days following the end of the FY 2027 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. APPROVAL OF PRIOR ACTIONS. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Adopted Budget, including preparing the Proposed Budget and setting, noticing, and all other actions required for the public hearing on the Proposed Budget, are hereby ratified, approved, and confirmed in all respects.

SECTION 5. SEVERABILITY; EFFECTIVE DATE. 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. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 26TH DAY OF AUGUST, 2026.

ATTEST:

**DEER RUN COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

B.

RESOLUTION 2026-04
[FY 2027 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2027 installment of the District's previously levied debt service special assessments ("**Debt Assessments,**" and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

6. **APPROVAL OF PRIOR ACTIONS.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Assessments and Assessment Roll as provided herein are hereby ratified, approved, and confirmed in all respects.

7. **SEVERABILITY; EFFECTIVE DATE.** 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. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 26TH DAY OF AUGUST, 2026.

ATTEST:

**DEER RUN COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget

Exhibit B: Assessment Roll

SEVENTH ORDER OF BUSINESS

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEER RUN COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the 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, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

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

SECTION 3. This resolution shall become effective upon its passage and shall supersede any rules of procedure previously adopted by the District and remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 26th day of August, 2026.

ATTEST:

**DEER RUN COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A

RULES OF PROCEDURE

**RULES OF PROCEDURE
DEER RUN COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-__**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

- (1) The Deer Run Community Development District (the “**District**”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-

mail address, and may be required to pay the cost of copying and mailing as applicable.

- (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

- (i) Prior to rule adoption, the District shall publish a notice of correction (“**Notice of Correction**”) if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
- (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

- (i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

- 1. Supported by the record of the public hearing held on the proposed rule;

2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.

- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
 - (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.
- (9) Petitions to Initiate Rulemaking.
- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
 - (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
 - (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.
 - (ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District

shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.
2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

- (d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

- (a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:
- (i) The date, time, and location of the public hearing; and
 - (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.
 - (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the

District is located and shall include the specific facts and reasons for such renewal.

- (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.
- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
 - (a) A copy of the rule;

- (b) Any material incorporated by reference in the rule;
- (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
- (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
- (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In

the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

- (15) Variances and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District’s rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

(16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals”** or **“RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has

the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (3) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“**RFP**”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - (v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- (xii) The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;
- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of **“goods, supplies, and materials”** do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of

the Florida Statutes, if the vendor is a corporation; and

- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

EIGHTH ORDER OF BUSINESS

A.



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: mbiagetti@gmsnf.com

August 24, 2026

Mr. Matthew Biagetti, District Manager
Deer Run Community Development District
c/o Governmental Management Services
475 West Town Place
Suite 114
St. Augustine, Florida 32092

Subject: **Work Authorization Number 2027-1
Deer Run Community Development District
District Engineering Services – FY 2027**

Dear Mr. Biagetti:

Dewberry Engineers Inc. (Engineer) is pleased to submit this Work Authorization to provide general engineering services for the Deer Run Community Development District (District). We will provide these services pursuant to our current agreement ("District Engineer Agreement").

I. General Engineering Services

The District will engage the services of Dewberry Engineers Inc. (Engineer) as District Engineer to perform those services as necessary, pursuant to the District Engineering Agreement, including attendance at Board of Supervisors meetings, review and approval of requisitions, or other activities as directed by the District's Board of Supervisors.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. The referenced Schedule of Charges is valid for fiscal year 2027 only. We estimate a budget of \$17,000, plus other direct costs.

II. Other Direct Costs

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

This Work Authorization, together with the referenced Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced project. If you wish to accept this Work Authorization, please sign where indicated and return one complete copy to Aimee Powell, Senior Office Administrator, in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Mr. Matthew Biagetti
Deer Run CDD
Work Authorization 2027-1
August 24, 2026

Thank you for choosing Dewberry Engineers Inc. We look forward to continuing to work with you and your staff.

Sincerely,



Joey V. Duncan, P.E.
Principal Engineer



Reinardo Malavé, P.E.
Associate Vice President

JVD:RM:ap

J:\DRB1 Deer Run CDD Bunnell_Administrative Jobs\Correspondence\Deer Run CDD FY 2027 District Engineering_08-24-2026

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Deer Run Community Development District

Date: _____

STANDARD HOURLY BILLING RATE SCHEDULE

Professional/Technical/Construction/Surveying Services

LABOR CLASSIFICATION	HOURLY RATES
Professional	
Engineer I, II, III	\$135.00, \$150.00, \$170.00
Engineer IV, V, VI	\$195.00, \$225.00, \$255.00
Engineer VII, VIII, IX	\$295.00, \$325.00, \$365.00
Environmental Specialist I, II, III	\$115.00, \$145.00, \$170.00
Senior Environmental Scientist IV, V, VI	\$185.00, \$205.00, \$230.00
Planner I, II, III	\$115.00, \$145.00, \$170.00
Senior Planner IV, V, VI	\$185.00, \$205.00, \$230.00
Landscape Designer I, II, III	\$115.00, \$145.00, \$170.00
Senior Landscape Architect IV, V, VI	\$185.00, \$205.00, \$230.00
Principal	\$395.00
Technical	
CADD Technician I, II, III, IV, V	\$95.00, \$115.00, \$140.00, \$155.00, \$205.00
Designer I, II, III	\$115.00, \$150.00, \$180.00
Designer IV, V, VI	\$200.00, \$220.00, \$260.00
Construction	
Construction Professional I, II, III	\$135.00, \$170.00, \$200.00
Construction Professional IV, V, VI	\$240.00, \$280.00, \$335.00
Survey	
Surveyor I, II, III	\$75.00, \$90.00, \$120.00
Surveyor IV, V, VI	\$140.00, \$155.00, \$170.00
Surveyor VII, VIII, IX	\$190.00, \$225.00, \$270.00
Senior Surveyor IX	\$330.00
Fully Equipped 1, 2, 3 Person Field Crew	\$170.00, \$215.00, \$290.00
Laser Scanner 1, 2 Person Field Crew	\$225.00, \$270.00
Administration	
Administrative Professional I, II, III, IV	\$78.00, \$110.00, \$135.00, \$165.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

**COMPANY CONFIDENTIAL AND PROPRIETARY: USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO RESTRICTION

Revised 05-30-26\Subject to Revision\Standard Hourly Billing Rate Schedule

NINTH ORDER OF BUSINESS

B.

1.

NOTICE OF MEETINGS
DEER RUN
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the **Deer Run Community Development District** will hold the remainder of regularly scheduled public meetings for **Fiscal Year 2027** at **6:30 pm at the Island Club, 501 Grand Reserve Drive, Bunnell, Florida 32110** on the fourth Wednesday of the following months or otherwise noted:

October 28, 2026
November 18, 2026 (3rd Wednesday)
January 27, 2027
March 24, 2027
May 26, 2027 (budget approval)
June 23, 2027
August 25, 2027 (budget adoption)

2.



Memorandum

To: Board of Supervisors

From: District Management

Date: August 26, 2026

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the attached key categories to focus on for Fiscal Year 2027 and develop statutorily compliant goals for each:

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives and Annual Reporting Form

Deer Run Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2026 – September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least four regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of four board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

2. Financial Transparency and Accountability

Goal 2.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 2.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 2.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Deer Run Community Development District

District Manager: _____

Date: _____

Print Name: _____

Deer Run Community Development District

C.

1.

Deer Run CDD

Community Development District

Field Operations & Amenity Management Report

8/26/2026



Natalie Clem

AMENITY MANAGER
RIVERSIDE MANAGEMENT SERVICES, INC.

Rich Gray

FIELD OPERATIONS MANAGER
RIVERSIDE MANAGEMENT SERVICES, INC.

Deer Run

Community Development District

Amenity Management Report

August 26th, 2026

To: Board of Supervisors

From: Natalie Clem
Amenity Manager

Rich Gray
Field Operations Manager

RE: Amenity Management Report – August 26th, 2026

The following summarizes items related to field operations, maintenance, and amenity management for the Deer Run Community Development District (CDD).

   August 2026   						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
 CDD Events/Mgts  HOA Meetings  Fitness  Canceled  Rescheduled  Rentals  Groups/Clubs	ABBREVIATIONS <i>DS-Downstairs</i> <i>UP-Upstairs</i> <i>WP-Weather</i> <i>Permits</i> <i>NTO-Next to Office</i>	 Pickleball and Bocce Ball are open to all residents on a first-come, first-serve basis. Join others for Pickleball on Mon, Wed & Fri at 8:30 AM, and for Bocce Ball on Mon & Wed at 10 AM and Thu at 8:30 AM 				1 9:10 AM- NEW! Aqua-Cise W Tammy 6:30 LCR <i>DS</i>
2 5:30-Hand & Foot Cards <i>UP</i> 6:30-Diamond Painting & Art <i>DS</i>	3 3-LCR 2 6-Turbo Poker Open <i>UP</i> 7-Bunco 2 <i>DS</i>	4 9:10 AM-Aqua-Cise W Tammy 6:30-Neighborhood Hangs Cornhole Tournament	5 9am-Zumba 10am-Aqua Tabata WP/Zumba Tone W Nancy 1-4-Mexican Train Dominoes <i>DS</i> 6-Ladies Poker <i>UP</i>	6 9:10 AM-Aqua-Cise W Tammy 12-3-Mahjong <i>UP</i> 12-4-Ladies Cards & Games <i>DS</i> 5-Yoga <i>NTO</i> 6-Turbo Poker <i>UP</i> 6:30-Bingo <i>DS</i>	7 9am-Zumba Tone 10am-Aqua Tabata WP/Zumba W Nancy 11-3-Pins, Needles & HKS <i>DS</i> 7pm-Party W/ The Reserves <i>DS</i>	8 9:10 AM- NEW! Aqua-Cise W Tammy 
9 5:30-Hand & Foot Cards <i>UP</i> 6:30-Diamond Painting & Art <i>DS</i>	10 3-LCR 2 <i>DS</i> 6-Turbo Poker Open <i>UP</i> 6:30-Craft Night <i>DS</i>	11 9:10 AM-Aqua-Cise W Tammy 2-6-Rental <i>DS</i> 6-8-Food Truck  Tuesday-Wabi Sabi 7-Ladies Night Sip & Swim	12 9am-Zumba 10am-Aqua Tabata WP/Zumba Tone W Nancy 1-4-Mexican Train Dominoes <i>DS</i> 6-Ladies Poker <i>UP</i>	13 9:10 AM-Aqua-Cise W Tammy 12-3-Mahjong <i>UP</i> 12-4-Ladies Cards & Games <i>DS</i> 5-Yoga <i>NTO</i> 6-Turbo Poker <i>UP</i> 7-Bunco 4 <i>DS</i>	14 9am-Zumba Tone 10am-Aqua Tabata WP/Zumba W Nancy 11-3-Pins, Needles & HKS <i>DS</i> 6-8-Petals & Cream FT 6:30-Family Bingo <i>DS</i>	15 9:10 AM- NEW! Aqua-Cise W Tammy  12-2-Kids Pool Party 6:30 LCR <i>DS</i>
16 5:30-Hand & Foot Cards <i>UP</i> 6:30-Diamond Painting & Art <i>DS</i>	17  3-LCR 2 <i>DS</i> 6-Turbo Poker Open <i>UP</i>	18 9:10 AM-Aqua-Cise W Tammy 6:15-Stone Cold Poker <i>UP</i>	19 9am-Zumba 10am-Aqua Tabata WP/Zumba Tone W Nancy 1-4-Mexican Train Dominoes <i>DS</i> 5-Social Comm Mtg <i>DS</i> 7-8-Ice Cream Social <i>DS</i> 6-Ladies Poker <i>UP</i>	20 9:10 AM-Aqua-Cise W Tammy 12-3-Mahjong <i>UP</i> 12-4-Ladies Cards & Games <i>DS</i> 5-Yoga <i>NTO</i> 6-Turbo Poker <i>UP</i> 6:30-Bunco <i>DS</i>	21 9am-Zumba Tone 10am-Aqua Tabata WP/Zumba W Nancy 11-3-Pins, Needles & HKS <i>DS</i> 5-Happy Hr Potluck <i>DS</i>	22 9:10 AM- NEW! Aqua-Cise W Tammy 
23 5:30-Hand & Foot Cards <i>UP</i> 6:30-Diamond Painting & Art <i>DS</i>	24 3-LCR 2 <i>DS</i> 6-Turbo Poker Open <i>UP</i>	25 9:10 AM-Aqua-Cise W Tammy 6-8-Food Truck Tuesday-TBA	26 9am-Zumba 10am-Aqua Tabata WP/Zumba Tone W Nancy 1-4-Mexican Train Dominoes <i>DS</i> 6-Ladies Poker Canceled 6:30-CDD Board Mtg <i>DS</i>	27 9:10 AM-Aqua-Cise W Tammy 12-3-Mahjong <i>UP</i> 12-4-Ladies Cards & Games <i>DS</i> 5-Yoga <i>NTO</i> 6-Turbo Poker <i>UP</i>	28 9am-Zumba Tone 10am-Aqua Tabata WP/Zumba W Nancy 11-3-Pins, Needles & HKS <i>DS</i> 6:30-Paint Night <i>DS</i>	29 9:10 AM- NEW! Aqua-Cise W Tammy
30 5:30-Hand & Foot Cards <i>UP</i> 6:30-Diamond Painting & Art <i>DS</i>	31 3-LCR 2 <i>DS</i> 6-Turbo Poker Open <i>UP</i>					

CDD EVENTS

ADULT BINGO • FAMILY BINGO • KIDS POOL PARTY • CRAFT NIGHT
ICE CREAM SOCIAL • PAINT NIGHT



Deer Run Community Events

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

Fitness Classes:

- Aqua Tabata with Nancy on Wednesday and Friday mornings, weather permitting
- Zumba with Nancy on Wednesday and Friday mornings
- Zumba Toning with Nancy on Wednesday and Friday mornings
- Yoga with Irene on Thursday evening

Community Organized Events:

- Bunco is on the first Monday and the second and third Thursdays of the month.
- Community Bocce Ball is open for play on Mondays and Thursdays.
- Community Pickleball, open play every Monday, Wednesday, and Friday.
- Diamond Painting and Art are held every Sunday.
- Hand and Foot Card Game every Sunday night.
- Happy Hour is every Friday.
- The Happy Hour Potluck is held on the third Friday of every month.
- The Neighborhood Hangs Girls Night meet the first Tuesday of each month.
- Ladies Cards & Games every Thursday.
- Ladies Night is the first Tuesday of the month.
- Ladies' Poker Night is every Wednesday.
- LRC is every Monday and on the first and third Saturdays of the month.
- Mahjong meets on Thursdays.
- Mexican Train Dominoes is every Wednesday.
- Music with Kurt & Debbie is on pause until Fall.
- Stone Cold Poker Night is every third Tuesday of the month.
- The Links Social is on the first Friday of every other month.
- The Pins, Needles, and Hooks meet every Friday.
- The Reserves perform on the first Friday of each month.
- Turbo Poker is every Monday and Thursday night.

Amenity Center Maintenance

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

- Debris was cleaned up and removed throughout the community, including the pond banks, roadways, pickleball courts, pool area, and parking lot areas.
- All trash receptacles were emptied, and bags were replaced.
- All pool furniture on the pool deck, BBQ, and bar area is monitored and checked daily, straightened, cleaned, and organized. Additionally, all tables and chairs inside the clubhouse and upstairs patio lounge are maintained in the same manner.
- All entries to the development are checked for trash, debris, and maintenance issues.

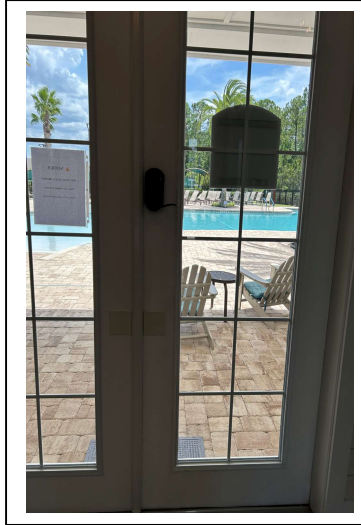
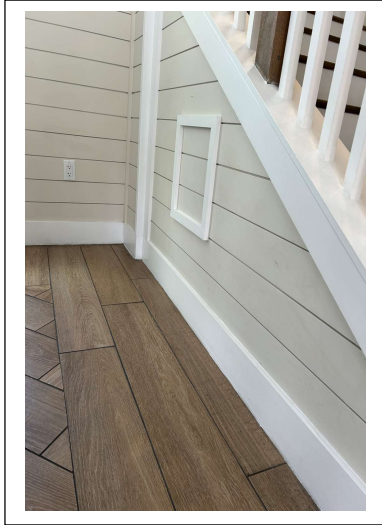
Additional Maintenance Items Completed

- Yellowstone completed the monthly cutback rounds, as agreed, on the 2nd Saturday of every month. Yellowstone started at the REC park and worked down to Grand Reserve Blvd.
- Pool sure replaced the chem lines in the pool pack and completed their bi-monthly inspection of the probes and controllers. Everything now seems to be operating as it should. Staff will continue to monitor all equipment and operations daily.
- RMS completed pressure washing on the upstairs and downstairs patios. Also, completed a deep clean on the tile backsplash wall in the Grill area.
- RMS installed new Pool thermal rail covers out on the Pool Deck, along with a new pool net for residential use.
- High-Tech completed the inspections of the issues we are seeing with the Camera, pickleball court #4 reader, and the entry handles leading out to the pool deck and the upstairs patio. Staff is working with High- Tech to get the replacement parts needed to make the necessary corrections.

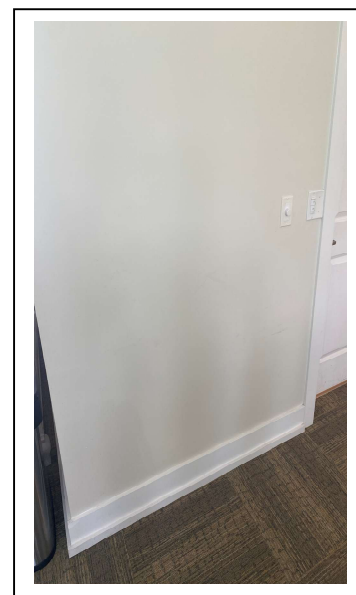
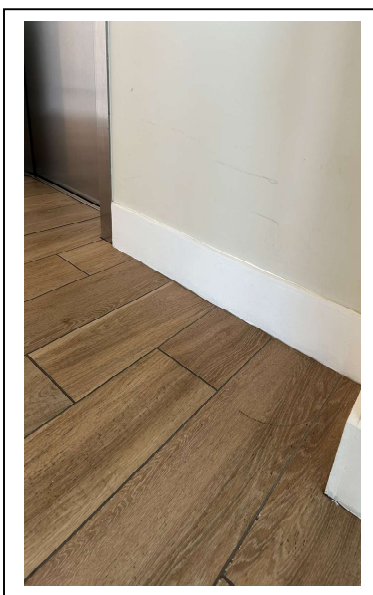
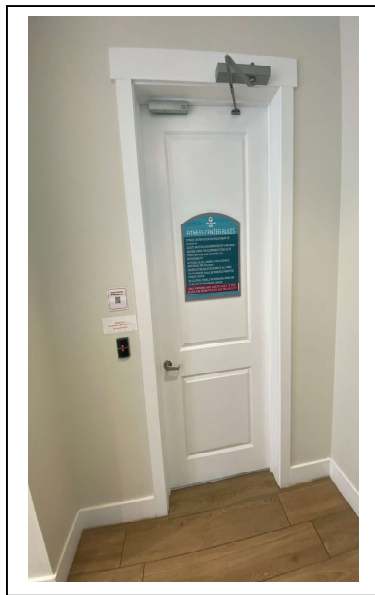
Administrative items completed

- The Deer Run website has been successful throughout the community and will continue to be utilized and updated regularly.
- The overnight parking policy has been very successful and will continue to be enforced.
- Food trucks have served the community successfully. We can now introduce more variety for the residents.
- Weekend coverage with staff begins Memorial Day weekend and will continue through Labor Day Weekend only.
- The Amenities Manager regularly orders and purchases supplies for the facility and events.

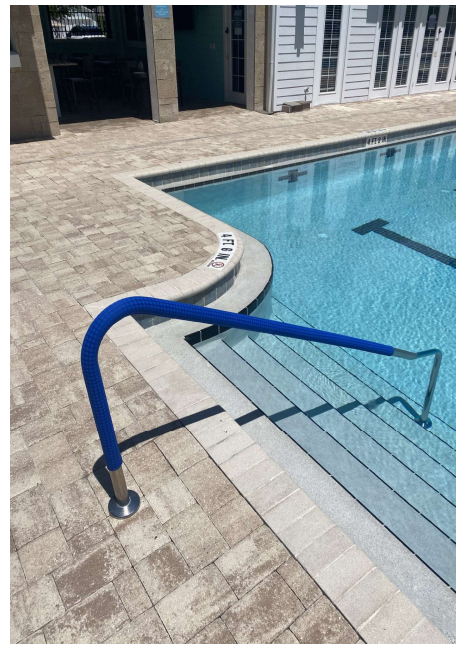
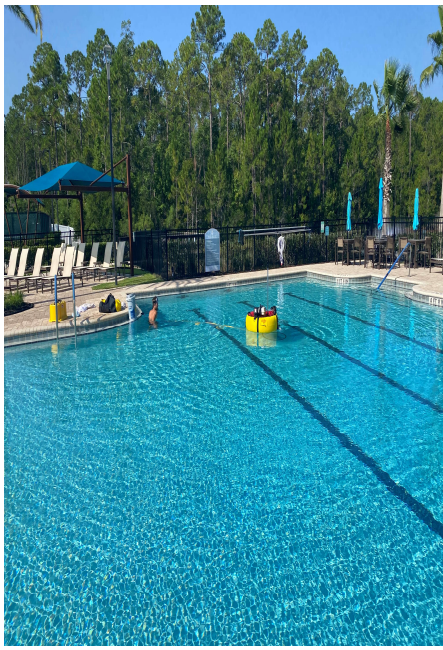
Completed Projects



RMS continued working on touch-up painting, working our way inside the Amenity Center. Additional touch-ups are scheduled for completion this upcoming month.



Completed Projects



-CBuss Enterprise completed the black algae dive required for the pool. All areas were corrected, and on-site staff will continue to monitor them daily.

-RMS pressure washed upstairs, cleaned the back Tile wall, and installed rail covers on the Pool Deck.



Conclusion

All the items outlined above are for the board's consideration. For any questions or concerns regarding the above information, please contact Natalie Clem, Amenity Manager, at (386)-263-7213

Kind Regards

Natalie Clem
Amenity Manager

Richard Gray
Manager Of Operations

TWELFTH 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, July 22, 2026 at 6:30 p.m. at the Island Club, 501 Grand Reserve Drive, Bunnell, Florida.

Present and constituting a quorum were:

Gary Garner	Chairman
Franklin Gates	Vice Chairman
Barbara DeSantis	Supervisor
Melissa Tabares	Supervisor
Gary Masten	Supervisor

Also present were:

Matt Biagetti	District Manager
Hunter Hurley	District Counsel
Natalie Clem	RMS
Rich Gray	RMS
Alison Mossing	RMS
Cheryl Palmes	RMS
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comments

There being none, the next item taken out of order.

Re-upholstering of Furniture

Mr. Mendez presented his proposal for reupholstering the chairs to make them more compatible with the height of the tables.

Mr. Gates stated I would like to put this off for a couple months to see what the elevator is going to cost to repair.

Ms. DeSantis asked is that money is this year's budget or next year?

Mr. Gray stated it is next year's budget.

Ms. Tabares stated I want to hear about the elevator before we decide on this.

Elevator

Mr. Gray stated every February we have a yearly inspection and during this inspection they reported some surface rust at the bottom. That is a non-negotiable and in order to get our operating permit in August we have to do the required maintenance. I was able to work with him on some things and the proposal is a little over \$9,000 plus another proposal for \$1,200 for standby because they won't make a repair to the sump pump it has to be done by a certified plumber and they don't do that until there is a certified elevator inspector to take the elevator out of service and watch them do the repair and inspect the repair when they are done. The total is close to \$11,000 as long as nothing goes over for the standby of the 4-hours. The plumber felt it would take 2-3 hours to switch out and we have a one hour buffer just in case.

Mr. Garner stated I think this will come out of reserves.

Mr. Biagetti stated yes.

On MOTION by Mr. Gates seconded by Mr. Masten with all in favor staff was authorized to move forward with the elevator repair as outlined.

On MOTION by Mr. Gates seconded by Ms. DeSantis with all in favor consideration of the proposal to reupholster all the chairs was deferred until the next meeting.

THIRD ORDER OF BUSINESS

Discussion of:

A. Speed Humps

On MOTION by Mr. Masten seconded by Mr. Gates with all in favor this item was tabled until the next meeting.

B. Fiscal Year 2027 Approved Budget

Mr. Biagetti stated the approved budget is in the agenda package that has an assessment increase to the residents. The budget hearing in August is another opportunity to reduce the proposed assessment, but you cannot increase it from what has been approved. Nothing has changed since the last time you reviewed the budget. This proposed increase requires that a letter go to every homeowner notifying them of the proposed assessment increase.

FOURTH ORDER OF BUSINESS**Consideration of Proposals****A. Janitorial Proposals**

Mr. Gray reviewed the summary of the janitorial proposals received and after discussion, the board took the following action.

On MOTION by Mr. Masten seconded by Ms. DeSantis with all in favor the proposal from Jani-King in the amount of \$1,878.38 per month was approved and staff was authorized to issue a 30-day notice of termination to the current janitorial service and to request an initial cleaning from the new vendor.

B. Re-Upholstering Furniture Proposals

This item taken out of order.

FIFTH ORDER OF BUSINESS**Consideration of Amenity Center Policy Changes**

Ms. DeSantis reviewed the proposed changes in the amenity rules and policies and the thought process and issues that prompted these changes.

Ms. Mossing stated we need to have a usage agreement with each instructor on exactly the agreement between the CDD and the instructor and if they don't follow that we can terminate their services. We can bring that back to the board for review.

Mr. Garner asked that the proposed changes be brought back with a comparison of the old policy and new policy.

SIXTH ORDER OF BUSINESS**Ratification of Addendum to Otis Elevator Agreement**

This item taken earlier in the meeting.

SEVENTH ORDER OF BUSINESS

Acceptance of Fiscal Year 2025 Audit Report

Mr. Biagetti stated in the management letter they note that based on the rules of the auditor general they are required to communicate any recommendations to improve financial management and in connection with the audit they did not have any such recommendations. This is a clean audit and it was completed on time.

On MOTION by Mr. Masten seconded by Mr. Gates with all in favor the fiscal year 2025 audit was accepted.

EIGHTH ORDER OF BUSINESS

Engineer's Report

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Hurley stated the sovereign immunity bill was vetoed by the governor. The recall process is now in place as of July 1st.

B. District Manager

Mr. Biagetti stated we did receive this week the quarterly report that D.R. Horton provides. There are currently 843 lots planned in the assessment area, 171 of those lots are owned by builders and 682 of those lots are owned by homeowners. The 843 lots are platted and developed. During this quarter 34 homes closed with home buyers.

I want to commend everyone for filing their form 1 on time. The four hours of ethics training must be completed by December 31st.

C. Operations Manager

1. Report

Mr. Gray reviewed the operations manager's report, copy of which was included in the agenda package.

2. Landscape Report - Yellowstone

Mr. Gray gave an overview of the landscape report, copy of which was included in the agenda package.

D. Amenity Manager

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

TENTH ORDER OF BUSINESS

Supervisor's Requests

Additional comments: October 7, the city representatives will be here to give residents the pro's and con's of amendment 3 on the ballot, people are complaining about the golf course irrigation, but we have no control over the golf course, phone your complaints to the St. Johns River Water Management District, trespass signs, signage for trucks using wrong entrance, signed release between Freedom and the CDD and asked Matt to send it to Vesta and ask them to issue their check, a resident proposed a butterfly garden in the neighborhood and was looking for a location, thanks for the new paint color is great.

ELEVENTH ORDER OF BUSINESS

Public Comments

Additional comments: Water meter on private property is a blow-out pipe, email went out for Phase 3 water restriction, odd house numbers can water on Saturdays, even house number can water on Sundays, is there a routine for cleaning the tiles at the pool, there are no umbrellas where the kids sit, we need umbrellas, put the tables where they were designed to be so people can sit at them because they don't sit in them any longer, resident like the new setup with the tables, if more shade is desired, we should buy more umbrellas and bases not moving tables, enforce no eating in pool area, just buy more umbrellas, a survey will go out and it will go out after the budget is adopted, tables must be ADA compliant, put tables at bocce ball court, put a rail around the 6" deep water, parents should be watching the kiddie pool, we are not getting packages and the post office said we need an Amazon box by the mailboxes, they will not bring them to the porch, call D.R. Horton to put in an Amazon box.

TWELFTH ORDER OF BUSINESS

Approval of Consent Agenda

A. Approval of the Minutes of the May 27, 2026 Meeting

On MOTION by Mr. Gates seconded by Mr. Masten with all in favor the minutes of the May 27, 2026 meeting were approved as presented.

B. Balance Sheet as of June 30, 2026 and Statement of Revenues and Expenses for the Period Ending June 30, 2026

On MOTION by Mr. Masten seconded by Mr. Gates with all in favor the financials were accepted.

C. Approval of Check Register

On MOTION by Mr. Gates seconded by Ms. DeSantis with all in favor the check register was approved.

TENTH ORDER OF BUSINESS

Next Scheduled Meeting – August 26, 2026 at 6:30 p.m. at the Island Club

Mr. Garner stated the next meeting is scheduled for August 26, 2026 at 6:30 p.m. at the same location.

On MOTION by Mr. Gates seconded by Mr. Masten with all in favor the meeting adjourned at 8:20 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Deer Run
Community Development District

Unaudited Financial Reporting
July 31, 2026



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Deer Run
Community Development District
Combined Balance Sheet
July 31, 2026

	General Fund	Capital Reserve Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:					
Operating Account	\$ 24,482	\$ 18,434	\$ -	\$ -	\$ 42,917
INV-SBA	\$ 442,574	\$ 223,678	\$ -	\$ -	\$ 666,252
Investments:					
Series 2018					
Reserve	\$ -	\$ -	\$ 321,222	\$ -	\$ 321,222
Revenue	\$ -	\$ -	\$ 499,145	\$ -	\$ 499,145
Interest	\$ -	\$ -	\$ 166	\$ -	\$ 166
Prepayment	\$ -	\$ -	\$ 4,926	\$ -	\$ 4,926
Sinking Fund	\$ -	\$ -	\$ 188	\$ -	\$ 188
Construction	\$ -	\$ -	\$ -	\$ 25,905	\$ 25,905
Assessment Receivable	\$ 3,824	\$ -	\$ 2,189	\$ -	\$ 6,013
Due from Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -
Due from Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Due from Developer	\$ -	\$ -	\$ -	\$ -	\$ -
Due from General Fund	\$ -	\$ -	\$ 10,653	\$ -	\$ 10,653
Due from Other	\$ -	\$ -	\$ -	\$ -	\$ -
Due from Golf Course	\$ -	\$ -	\$ -	\$ -	\$ -
Prepaid Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Total Assets	\$ 470,880	\$ 242,112	\$ 838,488	\$ 25,905	\$ 1,577,386
Liabilities:					
Accounts Payable	\$ 18,390	\$ -	\$ -	\$ -	\$ 18,390
Accrued Expense Payable	\$ 9,997	\$ -	\$ -	\$ -	\$ 9,997
Deferred Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Due to General Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other	\$ -	\$ -	\$ -	\$ -	\$ -
FICA Payable	\$ 343	\$ -	\$ -	\$ -	\$ 343
Total Liabilities	\$ 28,729	\$ -	\$ -	\$ -	\$ 28,729
Fund Balance:					
Nonspendable:					
Prepaid Items	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted for:					
Debt Service - Series 2008	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service - Series 2018	\$ -	\$ -	\$ 838,488	\$ -	\$ 838,488
Capital Projects - Series 2008	\$ -	\$ -	\$ -	\$ 0	\$ 0
Capital Projects - Series 2018	\$ -	\$ -	\$ -	\$ 25,905	\$ 25,905
Assigned for:					
Capital Reserves	\$ -	\$ 242,112	\$ -	\$ -	\$ 242,112
Unassigned	\$ 442,151	\$ -	\$ -	\$ -	\$ 442,151
Total Fund Balances	\$ 442,151	\$ 242,112	\$ 838,488	\$ 25,905	\$ 1,548,656
Total Liabilities & Fund Balance	\$ 470,880	\$ 242,112	\$ 838,488	\$ 25,905	\$ 1,577,386

Deer Run
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/26	Thru 07/31/26	Variance

Revenues:

Assessments	\$ 1,006,746	\$ 1,006,746	\$ 1,017,845	\$ 11,099
Golf Course Lake Maintenance Contribution	\$ 4,642	\$ 2,320	\$ 2,320	\$ -
Rental Income	\$ 500	\$ 417	\$ 1,550	\$ 1,133
Miscellaneous Income	\$ -	\$ -	\$ 760	\$ 760
Interest - SBA	\$ 10,000	\$ 8,333	\$ 11,933	\$ 3,599
Total Revenues	\$ 1,021,888	\$ 1,017,816	\$1,034,408	\$ 16,592

Expenditures:

General & Administrative:

Supervisor Fees	\$ 8,000	\$ 6,667	\$ 5,800	\$ 867
FICA Expense	\$ 612	\$ 510	\$ 444	\$ 66
Engineering	\$ 17,000	\$ 14,167	\$ 13,347	\$ 820
Dissemination	\$ 3,625	\$ 3,288	\$ 3,288	\$ -
Attorney	\$ 25,000	\$ 20,833	\$ 10,803	\$ 10,030
Annual Audit	\$ 4,200	\$ 3,500	\$ 4,000	\$ (500)
Trustee Fees	\$ 3,500	\$ 3,500	\$ 7,000	\$ (3,500)
Arbitrage	\$ 450	\$ 375	\$ -	\$ 375
Assessment Roll Services	\$ 2,756	\$ 2,756	\$ 2,756	\$ -
Management Fees	\$ 40,226	\$ 33,522	\$ 33,522	\$ (0)
Information Technology	\$ 1,280	\$ 1,067	\$ 1,067	\$ (0)
Website Maintance	\$ 729	\$ 608	\$ 608	\$ -
Telephone	\$ 168	\$ 140	\$ 148	\$ (8)
Postage	\$ 850	\$ 708	\$ 1,135	\$ (427)
Insurance	\$ 8,974	\$ 8,974	\$ 7,985	\$ 989
Printing & Binding	\$ 800	\$ 667	\$ 1,097	\$ (430)
Travel Per Diem	\$ 250	\$ 208	\$ -	\$ 208
Legal Advertising	\$ 2,000	\$ 1,667	\$ 895	\$ 771
Other Current Charges	\$ 2,500	\$ 2,083	\$ 1,601	\$ 482
Office Supplies	\$ 100	\$ 83	\$ 6	\$ 78
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 123,195	\$ 105,496	\$ 95,676	\$ 9,820

Operations & Maintenance

Field Expenditures

Field Management	\$ 40,000	\$ 33,333	\$ 33,333	\$ 0
Electric	\$ 92,000	\$ 76,667	\$ 84,467	\$ (7,800)
Water & Sewer	\$ 19,320	\$ 16,100	\$ 16,850	\$ (750)
Landscape Maintenance	\$ 159,425	\$ 132,854	\$ 111,860	\$ 20,994
Permit Monitoring	\$ -	\$ -	\$ 326	\$ (326)
Landscape Contingency	\$ 15,000	\$ 12,500	\$ 16,515	\$ (4,015)
Mulch	\$ 5,250	\$ 4,375	\$ 3,250	\$ 1,125
Tree Pruning	\$ 4,725	\$ 3,938	\$ 1,767	\$ 2,171
Lake Maintenance and Repairs	\$ 25,700	\$ 21,417	\$ 21,109	\$ 307
Irrigation Repairs	\$ 21,420	\$ 17,850	\$ 5,310	\$ 12,540
Sidewalk Repair	\$ 2,500	\$ 2,083	\$ -	\$ 2,083
Street Repair	\$ 5,000	\$ 4,167	\$ -	\$ 4,167
Contingency	\$ 2,500	\$ 2,083	\$ 1,041	\$ 1,042
Subtotal Field Expenditures	\$ 392,840	\$ 327,367	\$ 295,829	\$ 31,538

Deer Run
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/26	Thru 07/31/26	Variance
Amenity Expenditures				
Amenities Management	\$ 83,228	\$ 69,357	\$ 69,357	\$ (0)
Facilities Assistant	\$ 29,896	\$ 24,913	\$ 45,624	\$ (20,711)
Property Insurance	\$ 40,000	\$ 40,000	\$ 35,028	\$ 4,972
Pool Maintenance	\$ 21,600	\$ 18,000	\$ 18,306	\$ (306)
Pool Chemicals	\$ 21,600	\$ 18,000	\$ 16,498	\$ 1,502
Janitorial Services	\$ 20,000	\$ 16,667	\$ 17,450	\$ (783)
Pest Control	\$ 1,213	\$ 1,011	\$ 869	\$ 142
Facilities Maintenance	\$ 25,000	\$ 20,833	\$ 18,970	\$ 1,863
Cable, Internet & Telephone Services	\$ 6,261	\$ 5,218	\$ 3,677	\$ 1,540
Electric - Amenities	\$ 18,480	\$ 15,400	\$ 13,797	\$ 1,603
Water & Sewer - Amenities	\$ 58,727	\$ 48,939	\$ 37,127	\$ 11,812
Gas Service	\$ 1,045	\$ 871	\$ 824	\$ 47
Security Monitoring	\$ 4,000	\$ 3,333	\$ 5,233	\$ (1,900)
Access Cards	\$ 500	\$ 500	\$ 1,415	\$ (915)
Operating Supplies	\$ 3,308	\$ 2,757	\$ 3,437	\$ (681)
Amenity Repairs & Maintenance	\$ 25,000	\$ 20,833	\$ 29,990	\$ (9,157)
Pool Repairs & Maintenance	\$ 20,000	\$ 16,667	\$ 19,314	\$ (2,648)
Special Events	\$ 17,500	\$ 14,583	\$ 12,775	\$ 1,808
Holiday Décor	\$ 2,000	\$ 1,667	\$ 1,537	\$ 130
Fitness Center Repairs & Maintenance	\$ 1,500	\$ 1,250	\$ 1,373	\$ (123)
Office Supplies	\$ 2,500	\$ 2,083	\$ 1,843	\$ 241
Elevator Maintenance	\$ 2,000	\$ 1,667	\$ 1,530	\$ 137
Pressure Washing	\$ 10,000	\$ 8,333	\$ 7,519	\$ 815
Refuse	\$ 4,000	\$ 3,333	\$ -	\$ 3,333
Contingency	\$ 1,000	\$ 833	\$ 789	\$ 45
Capital Project/Transfer Out	\$ 85,496	\$ 85,496	\$ 85,496	\$ -
Subtotal Amenity Expenditures	\$ 505,854	\$ 442,544	\$ 449,778	\$ (7,234)
Total Operations & Maintenance	\$ 898,694	\$ 769,911	\$ 745,607	\$ 24,304
Total Expenditures	\$ 1,021,888	\$ 875,407	\$ 841,283	\$ 34,124
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 193,125	
Fund Balance - Beginning	\$ -		\$ 249,026	
Fund Balance - Ending	\$ -		\$ 442,151	

Deer Run
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/26	Thru 07/31/26	Variance
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 70,117	\$ (70,117)
Miscellaneous Expenses	\$ -	\$ -	\$ 44	\$ (44)
Total Expenditures	\$ -	\$ -	\$ 70,161	\$ (70,161)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (70,161)	
Other Financing Sources/(Uses)				
Transfer In	\$ 85,496	\$ 85,496	\$ 85,496	\$ -
Interest - SBA	\$ 1,000	\$ 1,000	\$ 7,273	\$ 6,273
Total Other Financing Sources (Uses)	\$ 86,496	\$ 86,496	\$ 92,769	\$ 6,273
Net Change in Fund Balance	\$ 86,496		\$ 22,608	
Fund Balance - Beginning	\$ 271,551		\$ 219,504	
Fund Balance - Ending	\$ 358,047		\$ 242,112	

Deer Run
Community Development District
Debt Service Fund Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/26	Thru 07/31/26	Variance
Revenues:				
Assessments	\$ 635,688	\$ 635,688	\$ 655,104	\$ 19,416
Prepayments	\$ -	\$ -	\$ 5,375	\$ 5,375
Interest	\$ 13,000	\$ 10,833	\$ 25,365	\$ 14,532
Total Revenues	\$ 648,688	\$ 646,521	\$ 685,844	\$ 39,323
Expenditures:				
Interest - 11/1	\$ 203,750	\$ 203,750	\$ 203,475	\$ 275
Special Call - 11/1	\$ -	\$ -	\$ 10,000	\$ (10,000)
Special Call - 5/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Principal - 5/1	\$ 230,000	\$ 230,000	\$ 230,000	\$ -
Interest - 5/1	\$ 203,750	\$ 203,205	\$ 203,205	\$ -
Total Expenditures	\$ 637,500	\$ 636,955	\$ 651,680	\$ (14,725)
Excess (Deficiency) of Revenues over Expenditures	\$ 11,188		\$ 34,164	
Fund Balance - Beginning	\$ 472,720		\$ 804,324	
Fund Balance - Ending	\$ 483,907		\$ 838,488	

Deer Run
Community Development District
Capital Projects Fund Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted		Prorated Budget		Actual		
	Budget		Thru 07/31/26		Thru 07/31/26		Variance
Revenues							
Interest	\$	-	\$	-	\$	730	\$ 730
Total Revenues	\$	-	\$	-	\$	730	\$ 730
Expenditures:							
Capital Outlay	\$	-	\$	-	\$	-	\$ -
Total Expenditures	\$	-	\$	-	\$	-	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	730	
Fund Balance - Beginning	\$	-			\$	25,175	
Fund Balance - Ending	\$	-			\$	25,905	

Deer Run
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments	\$ 823	\$ 3,955	\$ 137,512	\$ 837,592	\$ 10,060	\$ 3,701	\$ 7,727	\$ 14,001	\$ -	\$ 2,474	\$ -	\$ -	\$ 1,017,845
Assessments - Direct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Golf Course Lake Maintenance Contribution	\$ -	\$ -	\$ 1,160	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,320
Rental Income	\$ -	\$ -	\$ 350	\$ -	\$ 400	\$ 200	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,550
Misc Income	\$ -	\$ -	\$ 75	\$ -	\$ -	\$ 50	\$ 35	\$ 75	\$ -	\$ 525	\$ -	\$ -	\$ 760
Interest - SBA	\$ 552	\$ 336	\$ 191	\$ 666	\$ 1,640	\$ 1,816	\$ 1,769	\$ 1,821	\$ 1,667	\$ 1,474	\$ -	\$ -	\$ 11,933
Total Revenues	\$ 1,375	\$ 4,292	\$ 139,288	\$ 839,417	\$ 12,100	\$ 5,768	\$ 10,131	\$ 15,896	\$ 1,667	\$ 4,473	\$ -	\$ -	\$ 1,034,408

Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 800	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ 5,800
FICA Expense	\$ -	\$ 77	\$ -	\$ 77	\$ -	\$ 61	\$ 77	\$ 77	\$ -	\$ 77	\$ -	\$ -	\$ 444
Engineering	\$ 622	\$ 1,650	\$ 600	\$ 6,125	\$ 1,050	\$ 1,525	\$ 575	\$ 1,050	\$ 150	\$ -	\$ -	\$ -	\$ 13,347
Dissemination	\$ 1,219	\$ 219	\$ 219	\$ 219	\$ 219	\$ 219	\$ 319	\$ 219	\$ 219	\$ 219	\$ -	\$ -	\$ 3,288
Attorney	\$ 409	\$ 1,605	\$ 987	\$ 2,172	\$ 564	\$ 2,167	\$ 474	\$ 2,427	\$ -	\$ -	\$ -	\$ -	\$ 10,803
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -	\$ 4,000
Trustee Fees	\$ -	\$ -	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500	\$ -	\$ -	\$ 7,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Roll Services	\$ 2,756	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,756
Management Fees	\$ 3,352	\$ 3,352	\$ 3,352	\$ 3,352	\$ 3,352	\$ 3,352	\$ 3,352	\$ 3,352	\$ 3,352	\$ 3,352	\$ -	\$ -	\$ 33,522
Information Technology	\$ 107	\$ 107	\$ 107	\$ 107	\$ 107	\$ 107	\$ 107	\$ 107	\$ 107	\$ 107	\$ -	\$ -	\$ 1,067
Website Maintance	\$ 61	\$ 61	\$ 61	\$ 61	\$ 61	\$ 61	\$ 61	\$ 61	\$ 61	\$ 61	\$ -	\$ -	\$ 608
Telephone	\$ 23	\$ 43	\$ -	\$ 28	\$ -	\$ 15	\$ -	\$ 14	\$ 4	\$ 22	\$ -	\$ -	\$ 148
Postage	\$ 51	\$ 45	\$ 83	\$ 42	\$ 44	\$ 40	\$ 85	\$ 20	\$ 81	\$ 644	\$ -	\$ -	\$ 1,135
Insurance	\$ 7,985	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,985
Printing & Binding	\$ 50	\$ 36	\$ 44	\$ 22	\$ 52	\$ 11	\$ 31	\$ 109	\$ 110	\$ 632	\$ -	\$ -	\$ 1,097
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ 33	\$ 53	\$ 34	\$ 233	\$ -	\$ 233	\$ 19	\$ 253	\$ 39	\$ -	\$ -	\$ -	\$ 895
Other Current Charges	\$ 235	\$ 224	\$ 184	\$ 130	\$ 20	\$ 124	\$ 131	\$ 141	\$ 151	\$ 260	\$ -	\$ -	\$ 1,601
Office Supplies	\$ 1	\$ 1	\$ 0	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 0	\$ -	\$ -	\$ 6
Dues, Licenses & Subscriptions	\$ -	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 16,903	\$ 8,647	\$ 9,170	\$ 13,566	\$ 5,469	\$ 8,714	\$ 6,229	\$ 8,830	\$ 4,274	\$ 13,873	\$ -	\$ -	\$ 95,676

Operations & Maintenance

Field Expenditures													
Field Management	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ -	\$ -	\$ 33,333
Electric	\$ 6,248	\$ 9,690	\$ 8,290	\$ 8,717	\$ 8,640	\$ 8,747	\$ 8,939	\$ 7,860	\$ 8,576	\$ 8,760	\$ -	\$ -	\$ 84,467
Water & Sewer	\$ 1,983	\$ 1,297	\$ 1,788	\$ 1,675	\$ 1,670	\$ 1,709	\$ 1,592	\$ 1,709	\$ 1,701	\$ 1,726	\$ -	\$ -	\$ 16,850
Landscape Maintenance	\$ 11,186	\$ 11,186	\$ 11,186	\$ 11,186	\$ 11,186	\$ 11,186	\$ 11,186	\$ 11,186	\$ 11,186	\$ 11,186	\$ -	\$ -	\$ 111,860
Permit Monitoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 326	\$ -	\$ -	\$ 326
Landscape Contingency	\$ -	\$ 650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,865	\$ -	\$ -	\$ -	\$ -	\$ 16,515
Mulch	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,250	\$ -	\$ -	\$ -	\$ -	\$ 3,250
Tree Pruning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,767	\$ -	\$ -	\$ -	\$ -	\$ 1,767
Lake Maintenance and Repairs	\$ 2,039	\$ 2,119	\$ 2,119	\$ 2,119	\$ 2,119	\$ 2,119	\$ 2,119	\$ 2,119	\$ 2,119	\$ 2,119	\$ -	\$ -	\$ 21,109
Irrigation Repairs	\$ -	\$ -	\$ -	\$ 1,480	\$ -	\$ 3,830	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,310
Sudewalk Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ 541	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ 1,041
Subtotal Field Expenditures	\$ 24,790	\$ 28,276	\$ 27,258	\$ 28,510	\$ 26,948	\$ 30,925	\$ 27,169	\$ 47,089	\$ 27,415	\$ 27,450	\$ -	\$ -	\$ 295,829

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	\$ 6,936	\$ 6,936	\$ 6,936	\$ 6,936	\$ 6,936	\$ 6,936	\$ 6,936	\$ 6,936	\$ 6,936	\$ 6,936	- \$	- \$	69,357
Facilities Assistant	\$ 3,498	\$ 2,826	\$ 3,147	\$ 2,537	\$ 2,733	\$ 3,754	\$ 2,608	\$ 5,520	\$ 8,736	\$ 10,265	- \$	- \$	45,624
Property Insurance	\$ 34,786	- \$	- \$	- \$	- \$	- \$	242 \$	- \$	- \$	- \$	- \$	- \$	35,028
Pool Maintenance	\$ 1,800	\$ 1,877	\$ 1,800	\$ 1,953	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,876	\$ 1,800	\$ 1,800	- \$	- \$	18,306
Pool Chemicals	\$ 1,602	\$ 1,602	\$ 1,602	\$ 1,665	\$ 1,665	\$ 1,665	\$ 1,665	\$ 1,665	\$ 1,706	\$ 1,665	- \$	- \$	16,498
Janitorial Services	\$ 1,650	\$ 1,500	\$ 2,000	\$ 1,750	\$ 1,650	\$ 2,000	\$ 1,600	\$ 1,650	\$ 2,050	\$ 1,600	- \$	- \$	17,450
Pest Control	\$ 109	\$ 109	\$ 109	\$ 109	\$ 109	\$ 109	\$ 109	\$ 109	- \$	- \$	- \$	- \$	869
Facilities Maintenance	\$ 1,780	\$ 1,610	\$ 1,700	\$ 1,586	\$ 1,501	\$ 1,100	\$ 3,250	\$ 2,944	\$ 2,000	\$ 1,500	- \$	- \$	18,970
Cable, Internet & Telephone Services	\$ 541	\$ 475	\$ 188	\$ 353	\$ 353	\$ 353	\$ 353	\$ 353	\$ 353	\$ 354	- \$	- \$	3,677
Electric - Amenities	\$ 1,583	\$ 1,207	\$ 1,218	\$ 1,326	\$ 1,553	\$ 1,259	\$ 1,370	\$ 1,360	\$ 1,420	\$ 1,500	- \$	- \$	13,797
Water & Sewer - Amenities	\$ 5,830	\$ 3,044	\$ 5,386	\$ 2,602	\$ 2,806	\$ 4,331	\$ 3,720	\$ 2,708	\$ 3,031	\$ 3,669	- \$	- \$	37,127
Gas Service	\$ 54	- \$	\$ 111	\$ 94	\$ 83	\$ 74	\$ 105	\$ 103	\$ 110	\$ 90	- \$	- \$	824
Security Monitoring	\$ 1,048	\$ 321	\$ 539	\$ 1,400	\$ 321	\$ 321	\$ 321	\$ 321	\$ 321	\$ 321	- \$	- \$	5,233
Access Cards	\$ 890	- \$	- \$	- \$	- \$	- \$	- \$	- \$	\$ 525	- \$	- \$	- \$	1,415
Operating Supplies	\$ 452	\$ 690	\$ 310	\$ 690	\$ 166	\$ 350	\$ 250	\$ 329	\$ 200	- \$	- \$	- \$	3,437
Amenity Repairs & Maintenance	\$ 5,044	\$ 3,863	\$ 2,280	\$ 6,850	\$ 1,824	\$ 1,792	\$ 4,520	\$ 1,200	\$ 2,193	\$ 425	- \$	- \$	29,990
Pool Repairs & Maintenance	\$ 11,975	- \$	- \$	- \$	- \$	\$ 6,578	\$ 533	\$ 23	\$ 80	\$ 125	- \$	- \$	19,314
Special Events	\$ 2,035	\$ 1,263	\$ 1,989	\$ 832	\$ 1,046	\$ 1,517	\$ 503	\$ 1,408	\$ 300	\$ 1,882	- \$	- \$	12,775
Holiday Décor	\$ 331	- \$	\$ 738	\$ 232	\$ 40	\$ 196	- \$	- \$	- \$	- \$	- \$	- \$	1,537
Fitness Center Repairs & Maintenance	\$ 515	- \$	\$ 33	\$ 175	- \$	\$ 175	\$ 300	- \$	\$ 175	- \$	- \$	- \$	1,373
Office Supplies	\$ 69	\$ 200	\$ 163	\$ 301	\$ 60	\$ 50	\$ 200	\$ 300	\$ 500	- \$	- \$	- \$	1,843
Elevator Maintenance	- \$	- \$	- \$	- \$	\$ 1,355	- \$	- \$	\$ 175	- \$	- \$	- \$	- \$	1,530
Pressure Washing	- \$	\$ 5,000	- \$	- \$	\$ 1,187	- \$	- \$	- \$	\$ 1,332	- \$	- \$	- \$	7,519
Contingency	- \$	- \$	\$ 538	- \$	- \$	- \$	- \$	- \$	\$ 250	- \$	- \$	- \$	789
Capital Project	- \$	- \$	- \$	- \$	\$ 85,496	- \$	- \$	- \$	- \$	- \$	- \$	- \$	85,496
Subtotal Amenity Expenditures	\$ 82,527	\$ 32,521	\$ 30,785	\$ 31,390	\$ 112,682	\$ 34,361	\$ 30,383	\$ 28,981	\$ 34,017	\$ 32,132	- \$	- \$	449,778
Total Operations & Maintenance	\$ 107,316	\$ 60,797	\$ 58,043	\$ 59,900	\$ 139,630	\$ 65,286	\$ 57,552	\$ 76,070	\$ 61,432	\$ 59,582	- \$	- \$	745,607
Total Expenditures	\$ 124,220	\$ 69,444	\$ 67,213	\$ 73,465	\$ 145,098	\$ 74,000	\$ 63,781	\$ 84,900	\$ 65,706	\$ 73,455	- \$	- \$	841,283
Excess (Deficiency) of Revenues over Expenditures	\$ (122,845)	\$ (65,152)	\$ 72,075	\$ 765,952	\$ (132,998)	\$ (68,232)	\$ (53,650)	\$ (69,004)	\$ (64,039)	\$ (68,982)	- \$	- \$	193,125

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	\$318,288	
Reserve Fund Balance	\$321,222	
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)
Less: Special Call - 08/01/22		(\$15,000)
Less: Special Call - 11/01/22		(\$55,000)
Less: Principal Payment - 05/01/23		(\$200,000)
Less: Special Call - 05/01/23		(\$10,000)
Less: Special Call - 08/01/23		(\$10,000)
Less: Special Call - 11/01/23		(\$95,000)
Less: Principal Payment - 05/01/24		(\$210,000)
Less: Special Call - 05/01/24		(\$5,000)
Less: Special Call - 08/01/24		(\$10,000)
Less: Special Call - 02/01/25		(\$10,000)
Less: Principal Payment - 05/01/25		(\$220,000)
Less: Special Call - 05/01/25		(\$10,000)
Less: Special Call - 11/01/25		(\$10,000)
Less: Special Call - 05/01/26		(\$5,000)
Less: Principal Payment - 05/01/26		(\$230,000)
Current Bonds Outstanding		\$7,240,000

DEER RUN
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2026

Gross Assessments \$ 1,773,086.51 \$ 1,076,781.38 \$ 696,305.13
Net Assessments \$ 1,666,701.32 \$ 1,012,174.50 \$ 654,526.82

ON ROLL ASSESSMENTS

Series 2018

60.73% 39.27% 100.00%

DATE	Check#	DESCRIPTION	GROSS AMT	COMMISSIONS	DISC/PENALTY	INTEREST	NET RECEIPTS	O&M Portion	DSF Portion	Total
10/16/25	69608	Bank Interest	\$ 822.81	\$ -	\$ -	\$ -	\$ 822.81	\$ 822.81	\$ -	\$ 822.81
10/30/25	8214	Unspent Revenue	\$ 3,955.41	\$ -	\$ -	\$ -	\$ 3,955.41	\$ 3,955.41	\$ -	\$ 3,955.41
11/17/25	69721	10/01/25-11/13/25	\$ 152,744.98	\$ 3,054.90	\$ -	\$ -	\$ 149,690.08	\$ 90,905.60	\$ 58,784.48	\$ 149,690.08
11/26/25	69774	11/14/25-11/23/25	\$ 81,538.02	\$ 1,566.22	\$ 3,227.05	\$ -	\$ 76,744.75	\$ 46,606.48	\$ 30,138.27	\$ 76,744.75
12/15/25	69920	11/24/25-12/11/25	\$ 1,401,527.46	\$ 28,030.55	\$ -	\$ -	\$ 1,373,496.91	\$ 834,113.78	\$ 539,383.13	\$ 1,373,496.91
12/22/25	69946	12/12/25-12/18/25	\$ 5,843.69	\$ 116.87	\$ -	\$ -	\$ 5,726.82	\$ 3,477.85	\$ 2,248.97	\$ 5,726.82
1/28/26	70155	12/19/25-01/20/26	\$ 17,378.00	\$ 338.08	\$ 473.88	\$ -	\$ 16,566.04	\$ 10,060.42	\$ 6,505.62	\$ 16,566.04
3/3/26	70363	01/21/26-02/21/26	\$ 6,219.32	\$ 124.39	\$ -	\$ -	\$ 6,094.93	\$ 3,701.40	\$ 2,393.53	\$ 6,094.93
3/27/26	70493	02/22/26-03/22/26	\$ 12,982.68	\$ 259.65	\$ -	\$ -	\$ 12,723.03	\$ 7,726.60	\$ 4,996.43	\$ 12,723.03
4/29/26	70697	03/23/26-04/23/26	\$ 23,524.64	\$ 470.50	\$ -	\$ -	\$ 23,054.14	\$ 14,000.60	\$ 9,053.54	\$ 23,054.14
6/16/26	70925	06/14/26-06/15/26	\$ 4,156.92	\$ 83.14	\$ -	\$ -	\$ 4,073.78	\$ 2,473.97	\$ 1,599.81	\$ 4,073.78
TOTAL			\$ 1,710,693.93	\$ 34,044.30	\$ 3,700.93	\$ -	\$ 1,672,948.70	\$ 1,017,844.93	\$ 655,103.77	\$ 1,672,948.70

103%	Gross Percent Collected
\$ -	Balance Remaining to Collect

C.

Deer Run Community Development District

Summary of Check Register

July 01, 2026 through July 31, 2026

Fund	Date	Check No.'s	Amount
General Fund			
	7/1/26	2641-2647	\$ 23,896.04
	7/8/26	2648-2652	\$ 16,075.59
	7/15/26	2653-2661	\$ 16,958.21
	7/30/26	2662-2668	\$ 10,262.03
	7/31/26	2669	\$ 10,653.35
Capital Reserve			
	7/13/26	18-19	\$ 10,986.60
Payroll			
	7/23/26	50301 B. DeSantis	\$ 184.70
	7/23/26	50302 G. Garner	\$ 184.70
	7/23/26	50303 G. Garner	\$ 184.70
	7/23/26	50304 G. Masten	\$ -
	7/23/26	50305 M. Tabares	\$ 184.70
Total Amount			\$ 89,570.62

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
7/01/26	00110	6/25/26 6516	202607 320-53800-48000	JUL26 POOL SERVICES	*	1,800.00	
				C BUSS ENTERPRISES INC			1,800.00 002641
7/01/26	00082	6/28/26 244	202606 320-53800-48300	CLEANING WEEK - 06/22/26	*	400.00	
				J&G COMMERCIAL CLEANING SERVICE LLC			400.00 002642
7/01/26	00085	6/29/26 3763754	202603 310-51300-31500	MAR GENERAL COUNSEL	*	2,167.03	
		6/29/26 3763754	202604 310-51300-31500	APR GENERAL COUNSEL	*	473.50	
				KUTAK ROCK LLP			2,640.53 002643
7/01/26	00059	7/01/26 11129561	202607 320-53800-48100	JUL POOL CHEMICALS	*	1,639.57	
		7/01/26 11129561	202607 320-53800-48100	JUL FUEL SURCHARGE	*	25.00	
				POOLSURE			1,664.57 002644
7/01/26	00056	6/17/26 326	202605 320-53800-59000	SPECIAL EVENT SUPP - 6/5	*	1,408.46	
				RIVERSIDE MANAGEMENT SERVICES, INC			1,408.46 002645
7/01/26	00056	6/17/26 327	202605 320-53800-50000	FACILITIES MAINTENANCE	*	2,944.00	
		6/17/26 327	202605 320-53800-54000	AMENITIES REPAIRS & MAINT	*	1,200.00	
		6/17/26 327	202605 320-53800-55000	POOL REPAIRS & MAINT	*	22.99	
		6/17/26 327	202605 320-53800-53000	OPERATING SUPPLIES	*	329.29	
		6/17/26 327	202605 320-53800-57000	OFFICE SUPPLIES	*	300.20	
				RIVERSIDE MANAGEMENT SERVICES, INC			4,796.48 002646
7/01/26	00042	7/01/26 1206647	202607 320-53800-46000	JUL LANDSCAPE MAINTENANCE	*	11,186.00	
				YELLOWSTONE LANDSCAPE INC			11,186.00 002647
7/08/26	00118	7/01/26 20	202607 310-51300-34000	JUL MANAGEMENT FEES	*	3,352.17	
		7/01/26 20	202607 310-51300-35200	JUL WEBSITE ADMIN	*	60.75	
		7/01/26 20	202607 310-51300-35100	JUL INFORMATION TECH	*	106.67	

DRUN DEER RUN SRICE

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		7/01/26	20	202607 310-51300-31300		*	218.75		
				JUL DISSEMINATION SVCS					
		7/01/26	20	202607 310-51300-51000		*	.39		
				OFFICE SUPPLIES					
		7/01/26	20	202607 310-51300-42000		*	96.03		
				POSTAGE					
		7/01/26	20	202607 310-51300-42500		*	11.70		
				COPIES					
		7/01/26	20	202607 310-51300-41000		*	21.63		
				TELEPHONE					
					GOVERNMENTAL MANAGEMENT SERVICES			3,868.09	002648
7/08/26	00082	7/06/26	245	202606 320-53800-48300		*	400.00		
				CLEANING WEEK - 06/29/26					
					J&G COMMERCIAL CLEANING SERVICE LLC			400.00	002649
7/08/26	00056	7/01/26	328	202607 320-53800-12100		*	6,935.67		
				JUL FACILITY MANAGEMENT					
		7/01/26	328	202607 320-53800-12000		*	3,333.33		
				JUL FIELD MANAGEMENT					
					RIVERSIDE MANAGEMENT SERVICES, INC			10,269.00	002650
7/08/26	00125	6/30/26	7778582	202606 310-51300-48000		*	11.66		
				NTC - MEET & GREET - 6/10					
		6/30/26	7778582	202606 310-51300-48000		*	26.84		
				NOTICE OF MEETING-6/24/26					
					USA TODAY MEDIA CORP			38.50	002651
7/08/26	00042	7/01/26	1208309	202607 320-53800-50000		*	1,500.00		
				DRAIN/EDGING INSTALLATION					
					YELLOWSTONE LANDSCAPE INC			1,500.00	002652
7/15/26	00046	7/07/26	377156	202607 310-51300-32200		*	4,000.00		
				ANNUAL AUDIT FYE 9/30/25					
					BERGER TOOMBS ELAM GAINES & FRANK			4,000.00	002653
7/15/26	00110	7/14/26	6691	202607 320-53800-55000		*	125.00		
				REPLACED BROKEN TILE					
					C BUSS ENTERPRISES INC			125.00	002654
7/15/26	00007	7/13/26	6191-202	202607 320-53800-47100		*	326.00		
				ANNUAL FIRE/SWIM/TEN INSP					
					CITY OF BUNNELL			326.00	002655
7/15/26	00043	7/13/26	22495959	202606 310-51300-31100		*	150.00		
				JUN ENGINEERING SERVICES					
					DEWBERRY ENGINEERS INC.			150.00	002656
					DRUN DEER RUN				
					SRICE				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
7/15/26	00027	7/01/26 18005491	202606 320-53800-43000	PREMIUM LIGHTING JUN26	*	902.00	
				FLORIDA POWER & LIGHT COMPANY			902.00 002657
7/15/26	00102	7/10/26 992186	202607 320-53800-47000	LAKE MAINTENANCE JUL26	*	2,118.93	
				J & J AQUATICS SPECIALIST LLC			2,118.93 002658
7/15/26	00093	9/09/25 709S9-20	202510 320-53800-56000	GYM EQUIPMENT MAINTENANCE	*	175.00	
				LLOYDS EXERCISE EQUIPMENT			175.00 002659
7/15/26	00056	6/30/26 329	202606 320-53800-12110	JUN26 FACILITY ATTENDANT	*	8,736.28	
				RIVERSIDE MANAGEMENT SERVICES, INC			8,736.28 002660
7/15/26	00101	7/13/26 69682394	202607 320-53800-54000	QRTLY MAINTENANCE JUL26	*	425.00	
				SUNSHINE STATE HEATING & AIR			425.00 002661
7/30/26	00128	7/24/26 68497	202607 310-51300-42500	DEER RUN CDD INSERT	*	620.41	
		7/24/26 68497	202607 310-51300-42000	POSTAGE	*	547.80	
				CHEROKEE PRINTING INC			1,168.21 002662
7/30/26	00082	5/18/26 238	202605 320-53800-48300	CLEANING WEEK - 05/11/26	*	400.00	
				J&G COMMERCIAL CLEANING SERVICE LLC			400.00 002663
7/30/26	00082	6/07/26 241	202606 320-53800-48300	CLEANING WEEK - 06/01/26	*	400.00	
				J&G COMMERCIAL CLEANING SERVICE LLC			400.00 002664
7/30/26	00082	7/12/26 246	202607 320-53800-48300	CLEANING WEEK - 07/06/26	*	400.00	
				J&G COMMERCIAL CLEANING SERVICE LLC			400.00 002665
7/30/26	00082	7/19/26 247	202607 320-53800-48300	CLEANING WEEK - 07/13/26	*	400.00	
				J&G COMMERCIAL CLEANING SERVICE LLC			400.00 002666
7/30/26	00056	7/17/26 331	202606 320-53800-50000	FACILITIES MAINTENANCE	*	2,000.00	
		7/17/26 331	202606 330-57200-49300	PRESSUE WASHING SERVICES	*	1,331.58	

DRUN DEER RUN SRICE

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/17/26	331			202606 320-53800-54000		*	1,000.00		
7/17/26	331			202606 320-53800-57000	AMENITIES REPAIRS & MAINT	*	500.00		
7/17/26	331			202606 320-53800-53000	OFFICE SUPPLIES	*	200.00		
7/17/26	331			202606 320-53800-55000	OPERATING SUPPLIES	*	80.45		
7/17/26	331			202606 320-53800-49000	POOL REPAIRS & MAINT	*	500.00		
					CONTINGENCY				
					RIVERSIDE MANAGEMENT SERVICES, INC			5,612.03	002667
7/30/26	00056	7/17/26	330	202607 320-53800-59000		*	1,881.79		
					SPECIAL EVENT SUPP - 7/5				
					RIVERSIDE MANAGEMENT SERVICES, INC			1,881.79	002668
7/31/26	00035	6/16/26	06162026	202607 300-20700-10100		*	9,053.54		
					04.29 FY26 ASSESSMENTS				
		6/16/26	06162026	202607 300-20700-10100		*	1,599.81		
					06.16 FY26 ASSESSMENTS				
					DEER RUN CDD C/O REGIONS BANK			10,653.35	002669
					TOTAL FOR BANK A		77,845.22		
					TOTAL FOR REGISTER		77,845.22		

DRUN DEER RUN

SRICE

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
7/13/26	00072	7/06/26 TAJ20924	202607 600-53800-60000 100% DEP-ELEVATOR REPAIRS	OTIS ELEVATOR COMPANY	*	9,786.60	9,786.60 000018
7/13/26	00072	7/09/26 TAJ20954	202607 600-53800-60000 100% DEP-STANBY FOR CUST	OTIS ELEVATOR COMPANY	*	1,200.00	1,200.00 000019
TOTAL FOR BANK A						10,986.60	
TOTAL FOR REGISTER						10,986.60	

DRUN DEER RUN SRICE

INVOICE

C Buss Enterprises Inc
152 Lipizzan Trl
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com
+1 (904) 710-8161
www.cbussenterprises.com



Bill to
Deer Run CDD
501 Grand Reserve Dr
Bunnell, FL 32110

Ship to
Deer Run CDD
501 Grand Reserve Dr
Bunnell, FL 32110

Invoice details
Invoice no.: 6516
Terms: Net 30
Invoice date: 06/25/2026
Due date: 07/25/2026

#	Product or service	Description	Qty	Rate	Amount
1.	POOL SERVICE	MONTHLY POOL SERVICE: JULY	1	\$1,800.00	\$1,800.00

Total \$1,800.00

Ways to pay

BANK

THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS
PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN
TRAIL, ST. AUGUSTINE, FL 32095

Approved
Pool Maintenance
001.320.53800.48000
Rich Gray

View and pay

RECEIVED
By Tara Lee at 9:52 am, Jun 29, 2026

Invoice

244

Dear Run Amenity Center

Attn: Natalie

6/28/2026

NET 15

<u>Service</u>	<u>Cost</u>
Week of 6/22	400.00
Total Due:	400.00

Please make checks payable to J&G Commercial Cleaning Services LLC.

Thank you,

Jason & Gretchen Sandoval

Owners

J&G Commercial Cleaning Services LLC

386-986-7445

22 Prince Anthony Ln.

Palm Coast FL, 32164



Approved
Natalie Clem
6/29/2026
1.320.53800.48300

RECEIVED

By Tara Lee at 10:17 am, Jun 29, 2026

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

June 29, 2026

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Mr. George Flint
Deer Run CDD
C/O Governmental Management Services, LLC
Suite 114
475 West Town Place
St. Augustine, FL 32092

RECEIVED**By Tara Lee at 12:18 pm, Jun 30, 2026**

Invoice No. 3763754
6023-1

Re: Deer Run CDD - General Counsel

For Professional Legal Services Rendered

03/04/26	H. Hurley	0.30	75.00	Confirm filing of disclosure of public finance
03/08/26	G. Lovett	0.30	84.00	Monitor legislative process relating to matters impacting special districts
03/18/26	K. Buchanan	0.30	90.00	Confer with district manager regarding construction funds
03/21/26	L. Whelan	0.30	115.50	Monitor legislative process relating to matters impacting special districts
03/25/26	K. Buchanan	5.50	1,650.00	Prepare for and attend board meeting
04/03/26	K. Buchanan	0.40	120.00	Review insurance policy and police report regarding duty to report incidents
04/20/26	K. Haber	0.20	52.00	Correspond with Biagetti regarding revised rules of procedure, budget resolution, and hearing notices
04/21/26	K. Haber	0.40	104.00	Prepare budget resolution; correspond with Biagetti regarding same

KUTAK ROCK LLP

Deer Run CDD

June 29, 2026

Client Matter No. 6023-1

Invoice No. 3763754

Page 2

04/27/26	K. Buchanan	0.60	180.00	Review police report; review insurance policy; confer with board member
04/28/26	J. Daly	0.10	17.50	Review and revise district tracking chart

TOTAL HOURS	8.40
-------------	------

TOTAL FOR SERVICES RENDERED	\$2,488.00
-----------------------------	------------

DISBURSEMENTS

Meals	28.53
Travel Expenses	124.00

TOTAL DISBURSEMENTS	<u>152.53</u>
---------------------	---------------

TOTAL CURRENT AMOUNT DUE	<u>\$2,640.53</u>
--------------------------	-------------------



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date
Invoice#

7/1/2026
111295617381

Terms	Net 20
Due Date	7/21/2026
PO #	

Bill To
Deer Run Community Development District 6200 Lee Vista Blvd, Suite 300 Orlando FL 32822

Ship To
Rich Whetsel Deer Run Community Development District 501 Grand Reserve Drive Bunnell FL 32110

OUR REMITTANCE ADDRESS HAS CHANGED. Physical payments will only be received at 1707 Townhurst Dr, Houston, TX 77043. Payments sent to any other address may experience delays. LATE FEE: This constitutes notice under the truth in lending act that any accounts remaining unpaid after the due date are subject to 1 1/2% per month late charge and attorney fees.

Item	Description	Qty	Units	Amount
WM-CHEM-FLAT	Water Management Flat Billing Rate	1	ea	\$1,639.57
WM-XPC Upgrade	XPC System Upgrade	1	ea	\$25.00

Subtotal \$1,664.57

Tax \$0.00

Total \$1,664.57

Amount Paid/Credit Applied \$0.00

Balance Due \$1,664.57

[Click Here to Pay Now](#)



Approved
Pool Chemicals
001.320.53800.48100
Rich Gray

RECEIVED

By Tara Lee at 10:14 am, Jun 17, 2026



111295617381

Invoice

Deer Run CDD
475 West Town Place, Suite 114
St. Augustine, FL 32092

Balance Due	\$1,406.46
-------------	------------

By Tara Lee at 1:06 pm, Jun 24, 2026

SPECIAL EVENTS

Period Ending 6/05/26

<u>DISTRICT</u>	<u>DATE</u>	<u>EVENT</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
DEER RUN	4/24/26	Paint Night	Paper Palette	8.60	N.C.
	4/24/26	Paint Night	Paint	34.37	N.C.
	4/24/26	Paint Night	Paint Brushes	36.77	N.C.
	4/24/26	Paint Night	Canvases	22.98	N.C.
	4/24/26	Paint Night	Table Clothes	6.83	N.C.
	4/24/26	Paint Night	Paint	5.04	N.C.
	5/4/26	Bingo	Bingo Prizes	47.61	N.C.
	5/6/26	Bingo	Bingo Prizes	46.00	N.C.
	5/7/26	Bingo	Bingo Prizes	23.00	N.C.
	5/7/26	Bingo	Bingo Prizes	46.00	N.C.
	5/7/26	Bingo	Bingo Prizes	195.50	N.C.
	5/7/26	Bingo	Sponges	12.63	N.C.
	5/7/26	Bingo	Markers	25.29	N.C.
	5/7/26	Bingo	Bingo Prizes	23.00	N.C.
	5/8/26	Bingo	Bingo Prizes	69.00	N.C.
	5/8/26	Bingo	Bingo Prizes	120.75	N.C.
	5/8/26	Bingo	Candy Prizes	28.53	N.C.
	5/11/26	Craft Night	Fabric Paint	23.99	N.C.
	5/11/26	Craft Night	Cardboards for T-Shirts	38.90	N.C.
	5/11/26	Craft Night	Painting Sponges	29.75	N.C.
	5/11/26	Craft Night	T-Shirts	90.60	N.C.
	5/11/26	Craft Night	Stencils	61.41	N.C.
	5/11/26	Craft Night	Fabric Paint and Markers	90.76	N.C.
	5/15/26	Ice Cream Social	Ice Cream Scoops	34.47	N.C.
	5/15/26	Ice Cream Social	Table Cloth	10.34	N.C.
	5/15/26	Ice Cream Social	Ice Cream Cups	27.59	N.C.
	5/15/26	Ice Cream Social	Sprinkles & Toppings	97.98	N.C.
	5/19/26	Ice Cream Social	Cups	22.99	N.C.
	5/19/26	Ice Cream Social	Ice Cream	50.55	N.C.
	5/19/26	Ice Cream Social	Whip Cream	17.16	N.C.
	5/19/26	Ice Cream Social	Syrup Toppings	35.79	N.C.
	5/19/26	Ice Cream Social	Candy Toppings	24.10	N.C.
TOTAL				<u>\$1,406.46</u>	

Riverside Management Services, Inc
475 West Town Place
Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 327
Invoice Date: 6/17/2026
Due Date: 6/17/2026
Case:
P.O. Number:

Bill To:

Deer Run CDD
475 West Town Place, Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Maintenance May 1 - May 31, 2026	90.6	40.00	3,624.00
Maintenance Supplies		1,172.48	1,172.48
Approved			
Facilities Maintenance 001.320.53800.50000-\$2,944.00			
Amenities Repairs & Maintenance 001.320.53800.54000-\$1,200.00			
Pool Repairs & Maintenance 001.320.53800.55000-\$22.99			
Operating Supplies 001.320.53800.53000-\$329.29			
Office Supplies 001.320.53800.57000-\$300.20			
Rich Gray			
Alison Moring 6-24-26			

RECEIVED

By Tara Lee at 1:01 pm, Jun 24, 2026

Total	\$4,796.48
Payments/Credits	\$0.00
Balance Due	\$4,796.48

**DEER RUN COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE BILLABLE HOURS
FOR THE MONTH OF MAY 2026**

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
5/4/26	7.18	M.C.	No Parking signs on lakeside court have been painted white, continued painting grill area trim, straightened and organized pool deck chairs, tables and umbrellas, removed debris around amenity center, both state one and one hundred entrances and exits and roadways, checked and changed trash receptacles
5/6/26	8.12	M.C.	Continued to paint trim in grill area, cleaned paint brush and roller, straightened and organized pool deck chairs, tables and umbrellas
5/7/26	8.35	M.C.	Tom lounge chair has been fixed and new slings installed, continued painting trim in grill area, straightened and organized pool deck chairs, tables and umbrellas, removed debris around amenity center, checked and changed all trash receptacles
5/11/26	8.4	M.C.	Cleaned very dirty wall behind the grills, started to paint ceilings in grill area, finished half of the area, straightened and organized pool deck chairs, tables and umbrellas, removed debris around amenity center and parking lot, brought trash receptacles back in after pick up
5/13/26	8.47	M.C.	Worked on painting ceiling and grill area and trim, hung plastic covered pin board in grill area for signs and announcements, straightened and organized all pool deck chairs, tables and umbrellas, removed debris around amenity center, pool deck, courts and parking lot
5/14/26	8.45	M.C.	Worked on continuing to paint grill area trim and ceilings, straightened and organized pool deck chairs, tables and umbrellas, removed debris around amenity center, Grand Reserve Drive, Grand Reserve Boulevard and both sides of the road at the entrances and exits
5/18/26	8.13	M.C.	Working on replacing lounge chair that had ripped over the weekend with new slings, painting grill area trim and ceilings, straightened and organized pool deck chairs, tables and umbrellas, checked and changed trash receptacles, removed debris around amenity center and pool area
5/20/26	8.48	M.C.	Straightened and organized pool deck chairs, tables and umbrellas, removed debris around both entrances and exits, continued to paint grill area, cleaned up brushes and roller, took trash receptacles to curb for pick up
5/21/26	8.07	M.C.	Checked older lounge chairs from any rips, started painting grill area trim and ceiling second coat maybe needed in some areas, working on parking lot grill area wall, painted wall and will need touch ups, straightened and organized pool deck chairs, tables and umbrellas
5/27/26	8.6	M.C.	Shut down the irrigation system, patched four patched four pot holes on Grand Reserve Boulevard leading to one hundred, fix the upstairs fire place, television by reconnecting all cables and wires, removed spider webs from outdoor bathrooms and front door entrance, picked up two new water coolers for the amenity center
5/28/26	8.35	M.C.	Removed spider webs from second story fire place and painting where just cleaned, painted two of the nine ceilings that are upstairs, straightened and organized pool deck chairs, tables and umbrellas, removed debris around amenity center and community, straightened chairs and tables from board meeting

TOTAL 90.6

MILES 0

*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

MAINTENANCE BILLABLE PURCHASES

Period Ending 6/05/26

<u>DISTRICT</u>	<u>DATE</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
DEER RUN				
	4/23/26	Paper Towels	73.21	N.C.
	4/27/26	Bolts	1.59	N.C.
	4/27/26	Washers	0.53	N.C.
	4/28/26	HP Instant Ink	39.36	N.C.
	4/30/26	Amazon Prime Membership	17.24	N.C.
	4/30/26	Mini Crates	5.66	N.C.
	4/30/26	Post it Notes	12.93	N.C.
	4/30/26	Reinforcement Rings	2.25	N.C.
	4/30/26	Magnets	7.45	N.C.
	5/8/26	EXPO Dry Erase Cleaner	4.30	N.C.
	5/8/26	Paper Towels	27.59	N.C.
	5/11/26	Coffee K-Cupts	34.44	N.C.
	5/11/26	Coffee Cups	24.14	N.C.
	5/11/26	Sugar Packets	12.96	N.C.
	5/11/26	Soap	13.80	N.C.
	5/11/26	Sweetener Packets	10.96	N.C.
	5/11/26	Creamer	24.83	N.C.
	5/11/26	Coffee K- Cups	40.35	N.C.
	5/11/26	Key Board	40.24	N.C.
	5/11/26	Paint	87.34	M.C.
	5/13/26	Cleaning Cloth with Cleaner Set	14.94	N.C.
	5/13/26	Pool Thermometer	22.99	N.C.
	5/13/26	Water Delivery	69.54	N.C.
	5/14/26	Water with Empty Exchange	39.01	N.C.
	5/14/26	Gloves	22.98	N.C.
	5/14/26	Wall Paint	163.25	N.C.
	5/14/26	Chair Cushions	44.14	N.C.
	5/14/26	Outdoor Mat	10.34	N.C.
	5/15/26	Basket	34.49	N.C.
	5/19/26	Toilet Paper	65.23	N.C.
	5/20/26	Sign Up Genius	34.49	N.C.
	5/21/26	Constant Contact Monthly Fee	101.14	N.C.
	6/2/26	Satin Perfect Purple Spray Paint (2)	19.64	M.C.
	6/2/26	50lb Quikrete Blacktop Patch (2)	49.14	M.C.
		TOTAL	<u>\$1,172.48</u>	



YELLOWSTONE
LANDSCAPE

Bill To:

Deer Run CDD
c/o GMS-CF, LLC
475 West Town Place
Suite 114
St. Augustine, FL 32092

Property Name: Deer Run CDD

Address: 400 Grand Reserve Dr
Bunnell, FL 32110

INVOICE

INVOICE #	INVOICE DATE
1206647	7/1/2026
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: July 31, 2026

Invoice Amount: \$11,186.00

Description	Current Amount
Monthly Landscape Maintenance July 2026	\$11,186.00

RECEIVED

By Tara Lee at 7:53 am, Jul 01, 2026

Invoice Total \$11,186.00

Approved
Landscape Maintenance
001.320.53800.46000
Rich Gray

IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

Governmental Management Services, LLC

475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 20

Invoice Date: 7/1/26

Due Date: 7/1/26

Case:

P.O. Number:

Bill To:

Deer Run CDD
9145 Narcoossee Rd
Suite A206
Orlando FL 32827

Description	Hours/Qty	Rate	Amount
Management Fees - July 2026		3,352.17	3,352.17
Website Administration - July 2026		60.75	60.75
Information Technology - July 2026		106.67	106.67
Dissemination Agent Services - July 2026		218.75	218.75
Office Supplies		0.39	0.39
Postage		96.03	96.03
Copies		11.70	11.70
Telephone		21.63	21.63
Total			\$3,868.09
Payments/Credits			\$0.00
Balance Due			\$3,868.09

RECEIVED**By Tara Lee at 12:11 pm, Jul 07, 2026**

Invoice

245

7/6/2026

NET 15

Dear Run Amenity Center

Attn: Natalie

<u>Service</u>	<u>Cost</u>
Week of 6/29	400.00
Total Due:	400.00

Please make checks payable to J&G Commercial Cleaning Services LLC.

Thank you,

Jason & Gretchen Sandoval

Owners

J&G Commercial Cleaning Services LLC

386-986-7445

22 Prince Anthony Ln.

Palm Coast FL, 32164



Approved
Natalie Clem
7/7/2026
1.320.53800.48300

RECEIVED

By Tara Lee at 12:06 pm, Jul 07, 2026

Riverside Management Services, Inc
475 West Town Place
Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 328
Invoice Date: 7/1/2026
Due Date: 7/1/2026
Case:
P.O. Number:

Bill To:
Deer Run GDD
475 West Town Place, Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
1.320.53800.12100 - Facility Management - Deer Run - July 2026		6,935.67	6,935.67
1.320.53800.1200 - Field Management - Deer Run - July 2026		3,333.33	3,333.33
Alison Moring 7-6-26			

RECEIVED
By Tara Lee at 12:07 pm, Jul 07, 2026

Total	\$10,269.00
Payments/Credits	\$0.00
Balance Due	\$10,269.00

USA TODAY CO.



ACCOUNT NAME		ACCOUNT #	INV DATE
Deer Run Comm Dev Dist		464637	06/30/26
INVOICE #	INVOICE PERIOD	CURRENT INVOICE TOTAL	
0007778582	Jun 1- Jun 30, 2026	\$38.50	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL CASH AMT DUE*	
\$0.00	\$0.00	\$38.50	

BILLING ACCOUNT NAME AND ADDRESS	PAYMENT DUE DATE: JULY 31, 2026
Deer Run Community Development District 219 E Livingston ST Orlando, FL 32801-1508	Legal Entity: USA TODAY Media Corp. Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.
BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@usatodayco.com	
FEDERAL ID 47-2390983	
Immediate Action Required: Enroll in E-Invoicing. USA TODAY Co. has discontinued mailed invoices as we move to paperless billing. If you received this by mail, enroll today to avoid invoice delivery interruption: https://gcil.my.site.com/financialservicesportal/s/e-invoicing .	

Date	Description	Amount
6/1/26	Balance Forward	\$253.00
6/16/26	PAYMENT - THANK YOU	-\$253.00

Package Advertising:

Start-End Date	Order Number	Product	Description	PO Number	Package Cost
6/3/26	12369103	DTB Flagler/ Palm Coast News Tribune	Deer Run - Notice June 10th		\$11.66
6/10/26	12372642	DTB Flagler/ Palm Coast News Tribune	MTG 6-24		\$26.84

RECEIVED

By Tara Lee at 12:08 pm, Jul 07, 2026

As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due	\$38.50
Service Fee 3.99%	\$1.54
*Cash/Check/ACH Discount	-\$1.54
*Payment Amount by Cash/Check/ACH	\$38.50
Payment Amount by Credit Card	\$40.04

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NAME		ACCOUNT NUMBER		INVOICE NUMBER		AMOUNT PAID
Deer Run Comm Dev Dist		464637		0007778582		
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL CASH AMT DUE*
\$38.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.50
REMITTANCE ADDRESS (Include Account# & Invoice# on check)				TO PAY BY PHONE PLEASE CALL:		TOTAL CREDIT CARD AMT DUE
USA TODAY Media Corp. PO Box 631244 Cincinnati, OH 45263-1244				1-877-736-7612		\$40.04
				To sign up for E-mailed invoices and online payments please go to https://gcil.my.site.com/financialservicesportal/s/		

0000464637000000000000077785820000385067175

USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Katelyn Beach
Katelyn Beach
Deer Run Community Development District
475 West Town Place
Suite 114
St. Augustine FL 32092

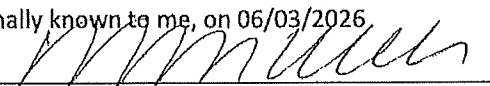
STATE OF WISCONSIN, COUNTY OF BROWN

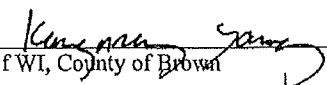
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

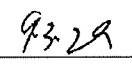
DTB news-journalonline.com 06/03/2026
DTB Palm Coast News Tribune 06/03/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/03/2026


Legal Clerk


Notary, State of WI, County of Brown


My commission expires

Publication Cost:	\$11.66	
Tax Amount:	\$0.00	
Payment Cost:	\$11.66	
Order No:	12369103	# of Copies:
Customer No:	464637	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

DEER RUN COMMUNITY DEVELOPMENT DISTRICT

A New Resident Meet & Greet will be held on **Wednesday, June 10, 2026 at 7:00 p.m.** located at the Island Club, 501 Grand Reserve Drive, Bunnell, Florida 32110 where one or more members of the Board of Supervisors of the **Deer Run Community Development District** ("District") may attend or participate by telephone.

There will be no final action taken by the Deer Run CDD Board during this Meet & Greet.

Matt Biagetti
District Manager
#12369103 6/3/2026

USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Katelyn Beach
Katelyn Beach
Deer Run Community Development District
475 West Town Place
Suite 114
St. Augustine FL 32092

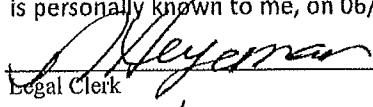
STATE OF WISCONSIN, COUNTY OF BROWN

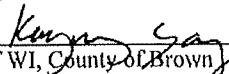
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

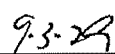
DTB news-journalonline.com 06/10/2026
DTB Palm Coast News Tribune 06/10/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/10/2026


Legal Clerk


Notary, State of WI, County of Brown


My commission expires

Publication Cost:	\$26.84	
Tax Amount:	\$0.00	
Payment Cost:	\$26.84	
Order No:	12372642	# of Copies:
Customer No:	464637	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

NOTICE OF MEETING DEER RUN COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors (the "Board") of the Deer Run Community Development District is scheduled to be held on Wednesday, June 24, 2026 at 6:30 p.m. located at the Island Club, 501 Grand Reserve Drive, Bunnell, Florida 32110. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (and phone (904) 940-5850). This meeting may be continued to a date, place and time certain, to be announced at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

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

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

James Oliver
District Manager
6/10/2026



INVOICE

INVOICE #	INVOICE DATE
1208309	7/1/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Deer Run CDD
c/o GMS-CF, LLC
475 West Town Place
Suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Deer Run CDD**Address:** 400 Grand Reserve Dr
Bunnell, FL 32110**Invoice Due Date:** July 31, 2026**Invoice Amount:** \$1,500.00

Description	Current Amount
Drainage & Black Jack Edging Installation	
Landscape Enhancement	\$1,500.00

Approved
Facilities Maintenance
001.320.53800.50000
Rich Gray

Invoice Total **\$1,500.00****RECEIVED****By Tara Lee at 10:47 am, Jul 02, 2026**

IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

RECEIVED

JUL 14 2026

*DEER RUN COMMUNITY DEVELOPMENT DISTRICT
6200 LEE VISTA BLVD
SUITE 300
ORLANDO, FL 32822*

*Invoice No. 377156
Date 07/07/2026
Client No. 20172*

Services rendered in connection with the audit of the Basic Financial Statements
as of and for the year ended September 30, 2025.

Total Invoice Amount \$ 4,000.00

RECEIVED

By Tara Lee at 3:19 pm, Jul 14, 2026

You can pay online at: <https://treasurecoastcpas.com> or

Scan to Pay

Berger, Toombs, Elam, Gaines, Frank,
McGuire & Gonano CPAs PL
Invoice Payment



POWERED BY
CPACHARGE

We accept major credit cards.
A 3% fee will be applied.

Please enter client number on your check.

Finance charges are calculated on balances over 30 days old at an annual percentage rate of 18%.

INVOICE

C Buss Enterprises Inc
152 Lipizzan Trl
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com
+1 (904) 710-8161
www.cbussenterprises.com



Bill to
Deer Run CDD
501 Grand Reserve Dr
Bunnell, FL 32110

Ship to
Deer Run CDD
501 Grand Reserve Dr
Bunnell, FL 32110

Invoice details

Invoice no.: 6691
Terms: Net 30
Invoice date: 07/14/2026
Due date: 08/13/2026

Approved
Pool Repairs & Maintenance
001.320.53800.55000
Rich Gray

#	Product or service	Description	Qty	Rate	Amount
1.	TILE REPAIR	REPLACE BROKEN BACKSPLASH TILE, PER EACH	1	\$125.00	\$125.00

Total **\$125.00**

Ways to pay

BANK

THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS
PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN
TRAIL, ST. AUGUSTINE, FL 32095

RECEIVED

By Tara Lee at 7:55 am, Jul 15, 2026

[View and pay](#)



2400 Commerce Parkway
Bunnell, FL 32110

Crossroads of Flagler County



BUSINESS TAX RECEIPT BTR RENEWAL NOTICE

BU30701A 773 1 MB 0.672
7000000788 00.0004.0054 773/1



GRAND RESERVE AMENITY CENTER
DEER RUN COMMUNITY DEV DISTR
475 WEST TOWN PL #114
ST AUGUSTINE FL 32092-3649

License Class:
Tax Receipt #:

SOCIAL CLUB
6191
501 GRAND RESERVE DR

Fees:			
FIRE-01A	ANNUAL FIRE INSPECT >5K SQFT	0.00	60.00
B-010	SWIMMING COMPLEX	2.00	125.00
B-011	TENNIS COMPLEX	3.00	141.00

Total Amount Due: **\$ 326.00**

According to our records the Local Business Tax Receipt (formally known as occupational license) referenced above will expire on 09/30/2026.

We ask that you return this notice, copies of any applicable federal /state /county licenses, with your payment made payable to the City of Bunnell:

City of Bunnell
Attn: Community Development
2400 Commerce Parkway
Bunnell, FL 32110

If paying in person, visit us at the City offices located at 2400 Commerce Parkway, Bunnell, FL 32110. Telephone & Online payments are NOT available at this time.

The City of Bunnell appreciates your being part of our business community. If you have any questions, or there has been any change of status or location of your business, please do not hesitate to contact us at (386) 263-8981 or email bgunnells@bunnellcity.us.

Fire Fees are Exempt from Penalty
Penalties are calculated as follows:

After September 30	10%
After October 31	15%
After November 30	20%
After December 31	25%

Contact Information Update:

Phone #: _____ Email: _____

RECEIVED

By Tara Lee at 3:47 pm, Jul 13, 2026

Invoice

Please remit to:
Dewberry Engineers Inc.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN:13-0746510



DEER RUN CDD
475 West Town Place, Suite 114
St. Augustine, Florida 32092

July 13, 2026
Project No: 50190435.000
Invoice No: 22495959
Due Date: August 12, 2026
Project Manager Joey Duncan

Project 50190435.000 Deer Run CDD FY26 General Engineering

Professional Services from May 30, 2026 to June 26, 2026

Phase 0001 1. General Engineering

Professional Personnel

	Hours	Rate	Amount	
ENGINEER VIII	.50	300.00	150.00	
Totals	.50		150.00	
Total Labor				150.00
		Total this Phase		150.00

Billings to Date

	Current	Prior	Total	
Labor	150.00	13,197.00	13,347.00	
Totals	150.00	13,197.00	13,347.00	
		Total Invoice Amount Due		150.00

RECEIVED
By Tara Lee at 7:57 am, Jul 15, 2026

Project	50190435.000	Deer Run CDD FY26 General Engineering	Invoice	22495959
---------	--------------	---------------------------------------	---------	----------

Billing Backup

Friday, July 10, 2026

002 - Dewberry Engineers Inc.

Invoice 22495959 Dated 07/13/2026

10:16:36 AM

Project	50190435.000	Deer Run CDD FY26 General Engineering
---------	--------------	---------------------------------------

Phase	0001	1. General Engineering
-------	------	------------------------

Professional Personnel

		Hours	Rate	Amount
ENGINEER VIII				
1143 - Duncan, Joey	06/14/2026	.50	300.00	150.00
Re-review maintenance agreement and certificate wording.				
Totals		.50		150.00
Total Labor				150.00

Total this Phase 150.00

Total this Project 150.00

Total this Report 150.00

PAYMENT COUPON

/411500640106300016034218005491019000090200

1800549101 1 of 1

4,1,1500,640106,3000160342,1800549101,9,0000090200

Please mail this portion with your check

DEER RUN CDD
6200 LEE VISTA BLVD STE 300
ORLANDO FL 32822

Cust. No.: 3000160342	Inv. No.: 1800549101
This Month's Charges	Amount Due
Past Due After 07/31/2026	This Invoice \$ 902.00

Please see payment options and instructions at the bottom of this invoice.

FPL
General Mail Facility
Miami FL 33188-0001

RECEIVED

JUL 14 2026

Florida Power & Light Company

Federal Tax Id #: 59-0247775

Invoice

Customer Name and Address

DEER RUN CDD
6200 LEE VISTA BLVD STE 300
ORLANDO FL 32822

Customer Number: 3000160342

Invoice Number: 1800549101

Invoice Date: 07/01/2026

4,1,1500,640106,3000160342,1800549101,9,0000090200

Please retain this portion for your records

CURRENT CHARGES AND CREDITS

Customer No: 3000160342 Invoice No: 1800549101

Description	Amount
PREMIUMLIGHTING	902.00
For Inquiries Contact: PREMIUM LIGHTING	Total Amount Due \$902.00 This Month's Charges Past Due After 07/31/2026

RECEIVED

By Tara Lee at 3:21 pm, Jul 14, 2026

Wire & ACH Payments

Account Name: Florida Power & Light Co.
Bank Name: Bank of America
Account Number: 3750132076
WIRE Only: City/State: New York, NY 10001 ABA No: 026-009-593
ACH Only: City/State: Dallas, TX ABA No.: 111-000-012
Please include the invoice number in the payment reference

Check Payments

Make check payable to Florida Power & Light in USD and mail payment with the top portion of this invoice to the address below:

**General Mail Facility
Miami FL 33188-0001**

INVOICE

J & J Aquatics Specialist LLC
PO Box 3417
Lake City, FL 32056-3417

jandjaquatics22@gmail.com
+1 (386) 898-8649



Bill to

Deer Run CDD
501 Grand Reserve Dr
Bunnell, FL 32110

Ship to

Deer Run CDD
501 Grand Reserve Dr
Bunnell, FL 32110

Invoice details

Invoice no.: 992186
Terms: Net 30
Invoice date: 07/10/2026
Due date: 08/09/2026

Approved
Lake Maintenance
001.320.53800.47000
Rich Gray

#	Service Date	Product/service	Description	Qty	Rate	Amount
1.		Pond Maintenance		1	\$2,118.93	\$2,118.93

Total

\$2,118.93

Ways to pay

BANK

Thank you for your business. We accept Cash, Check or Credit Card.
Note if paying by Credit Card a 3.9% transaction fee will be required.
Total if paying by Credit Card is \$

RECEIVED

By Tara Lee at 8:50 am, Jul 10, 2026

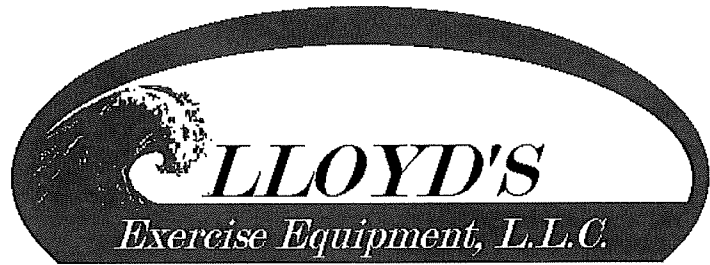
Note to customer

Thank you for your business!!

View and pay

Scheduled Service Invoice

PO Box 290723
Port Orange, FL 32129
386-322-3213



Customer Bill To:

Deer Run CDD
The Island Club
501 Grand Reserve
Bunnell, FL 32110
386-263-7213 (Leeann)

"Catch the Fitness Wave!"

Service Date

Invoice #

P.O. No.

Terms

9/9/2025

709S9-2025

Due on receipt

Unit	Tech Notes	Amount
2 Spirit CT800 Treadmills	Your Scheduled Service is set for 4x per year. * We will e-mail an estimate for any repairs that are needed or recommended. Approved Natalie Clem 7/9/2026 1.320.53800.56000 RECEIVED <i>By Tara Lee at 12:56 pm, Jul 09, 2026</i>	175.00
2 Spirit CE800 Ellipticals		
1 Spirit CR800 Recumbent Bike		
1 Inspire Functional Trainer		
1 Inspire Adjustable Bench		
3 Paramount Dual Circuits		

Service notes available upon request.

Subtotal	\$175.00
Sales Tax (0.0%)	\$0.00
Total	\$175.00
Payments/Credits	\$0.00
Balance Due	\$175.00

Riverside Management Services, Inc
475 West Town Place
Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 329
Invoice Date: 6/30/2026
Due Date: 6/30/2026
Case:
P.O. Number:

Bill To:
Deer Run CDD
475 West Town Place, Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Attendant through June 2026 001.320.53800.12110	312.01	28.00	8,736.28
Alison Moring 7-14-26			

Total \$8,736.28

Payments/Credits \$0.00

Balance Due \$8,736.28

RECEIVED

By Tara Lee at 8:00 am, Jul 15, 2026

DEER RUN COMMUNITY DEVELOPMENT DISTRICT

RIVERSIDE MANAGEMENT SERVICES, INC.

Facility Attendant

<u>Qty./Hours</u>	<u>Description</u>	<u>Rate</u>	<u>Amount</u>
312.01	Facility Attendant	\$ 28.00	\$ 8,736.28

Covers Period: June 2026

GL # 001.320.53800.12110

TOTAL DUE:

\$ 8,736.28

DEER RUN COMMUNITY DEVELOPMENT DISTRICT
RIVERSIDE MANAGEMENT SERVICES, INC.
FACILITY ATTENDANT BILLABLE HOURS
FOR THE MONTH OF JUNE 2026

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
6/1/26	5.08	P.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/2/26	5.07	P.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/3/26	5.4	C.P.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/4/26	6.7	C.P.	Assisted with planning, completed daily checklist
6/4/26	5.13	P.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/5/26	6.82	M.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/6/26	5.49	P.B.	Kids Pool Party - set up, assist and clean up
6/6/26	6.33	M.B.	Weekend Attendant - Completed Daily Checklist and Enforced CDD Policies
6/6/26	5.53	C.P.	Kids Pool Party - set up, assist and clean up
6/6/26	5.08	P.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/7/26	6.2	P.B.	Weekend Attendant - Completed Daily Checklist and Enforced CDD Policies
6/7/26	5.8	M.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/8/26	4.47	P.B.	Craft Night - set up, assist and clean up
6/8/26	5.27	M.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/8/26	10.17	C.P.	Assisted with planning, completed daily checklist
6/9/26	7.65	C.P.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/10/26	5.28	P.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/10/26	5.15	M.B.	Assisted with planning, completed daily checklist
6/11/26	5.17	P.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/11/26	4.62	C.P.	Assisted with planning, completed daily checklist
6/12/26	7.37	C.P.	Assisted with planning, completed daily checklist
6/12/26	5.12	P.B.	Family Bingo - set up, assist and clean up
6/12/26	5.4	M.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/12/26	2.83	C.P.	Family Bingo - set up, assist and clean up
6/13/26	6.48	M.B.	Weekend Attendant - Completed Daily Checklist and Enforced CDD Policies
6/13/26	5.38	C.P.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/14/26	6.44	P.B.	Weekend Attendant - Completed Daily Checklist and Enforced CDD Policies
6/14/26	5.84	C.P.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/15/26	5.69	C.P.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/16/26	2.64	C.P.	Assisted with planning, completed daily checklist
6/16/26	4.9	P.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/17/26	5.35	C.P.	Assisted with planning, completed daily checklist
6/17/26	3.47	P.B.	Ice Cream Social - set up, assist and clean up
6/17/26	2.87	C.P.	Ice Cream Social - set up, assist and clean up
6/17/26	5.52	M.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/18/26	6.27	P.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/18/26	5.26	P.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/19/26	3.55	M.B.	Karaoke Night - set up, assist and clean up
6/20/26	6.57	M.B.	Weekend Attendant - Completed Daily Checklist and Enforced CDD Policies
6/20/26	5.64	C.P.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/21/26	6.17	P.B.	Weekend Attendant - Completed Daily Checklist and Enforced CDD Policies
6/21/26	5.34	M.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/22/26	5.15	P.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/23/26	8.5	C.P.	Assisted with planning, completed daily checklist
6/23/26	5.2	P.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/24/26	5.46	M.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/25/26	5.12	C.P.	Assisted with planning, completed daily checklist
6/26/26	5.2	P.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/26/26	5.04	P.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/26/26	4.24	M.B.	Paint Night - set up, assist and clean up
6/26/26	4.14	C.P.	Paint Night - set up, assist and clean up
6/27/26	5.14	P.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/27/26	6.24	M.B.	Weekend Attendant - Completed Daily Checklist and Enforced CDD Policies
6/28/26	6.25	P.B.	Weekend Attendant - Completed Daily Checklist and Enforced CDD Policies
6/28/26	5.47	C.P.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/29/26	5.32	M.B.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
6/30/26	6.55	C.P.	Night Attendant - Completed Daily Checklist and Enforced CDD Policies
GRAND TOTAL	312.01		



Sunshine State
HEATING & AIR CONDITIONING

ALWAYS SUNNY!

Sunshine State Heating and Air Conditioning
2323 N State St Unit 126, Bunnell, Florida 32110
United States
(386) 627-5500

Invoice 69682394
Invoice Date 7/13/2026
Completed Date
Customer PO
Payment Term Due Upon Receipt

Billing Address

Deer Run CDD - Amenity Center
501 Grand Reserve Drive
Bunnell, FL 32110 USA

Job Address

Deer Run CDD - Amenity Center
501 Grand Reserve Drive
Bunnell, FL 32110 USA

Description of Work

Upon arrival performed routine maintenance. Checked pressures checked amp draw checked capacitors. Flushed drain lines added a drain tab. Changed all filters two filters are 20 x 22 by one. One of them is an 18 x 18 by one and the other is a 16 3/8 by 21 1/2 by one. Office system was down to 68° when I pulled in it was at 68 inside. They said it was struggling during the heat of the day on Saturday. Upon discovery, heard that they were going in and out of the office. Saturday was at 110° feel like temperature. 95° with high humidity. Added a little bit of refrigerant to compensate for the very large line set associated with system. Refrigerate may have been compromised from taking gauges on and off overtime. Discussed with office clerk to make sure that to contact us when system seems to be struggling again, which would indicate a leak in refrigerant. Upon departure office and all other systems had a 21° temp split.

Task #	Description	Quantity	Your Price	Your Total
ASC104	Commercial Quarterly Maintenance	1.00	\$425.00	\$425.00
Approved			Sub-Total	\$425.00
Amenity Repairs & Maintenance			Tax	\$0.00
001.320.53800.54000			Total Due	\$425.00
Rich Gray			Balance Due	\$425.00

Thank you for choosing Sunshine State Heating and Air Conditioning

This amount of \$425.00 is agreed and acknowledged. Payment is due upon receipt. A service fee of 5% will be charged for any payment received after 30 days.

7/13/2026

I find and agree that all work performed by Sunshine State - Always Sunny! has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

7/13/2026

RECEIVED

By Tara Lee at 11:29 am, Jul 13, 2026



3733 Adirolf Rd
Jacksonville, FL 32207
(904)398-2852

Date	Invoice #
7/24/2026	68497

Ship To	

Quantity	Item Code	Description	Amount
660	CASS Certify	Deer Run CDD Load, read, convert files, CASS Certify addresses to enable automation based postage rates: Create automation based sack/tray tags & postal documents: format for inkjet addressing	75.00
1	Form Layout	Form layout & preparation	37.50
660	Printing	Laser 1 sheet front & back	231.00
660	Fold	Fold Materials	42.52
660	Insert	Insert one piece into #10 envelope, seal, sort and mail, Standard Rate	59.54
680	Printing	#10 Window envelope printed one color black ink	174.85
660	Postage	Postage	547.80
Total			\$1,168.21

By Tara Lee at 3:47 pm, Jul 29, 2026

Invoice

238

5/18/2026

NET 15

Dear Run Amenity Center

Attn: Natalie

<u>Service</u>	<u>Cost</u>
Week of 5/11	400.00
Total Due:	400.00

Please make checks payable to J&G Commercial Cleaning Services LLC.

Thank you,

Jason & Gretchen Sandoval

Owners

J&G Commercial Cleaning Services LLC

386-986-7445

22 Prince Anthony Ln.

Palm Coast FL, 32164



Approved
Natalie Clem
7/17/2026
1.320.53800.48300

RECEIVED

By Tara Lee at 11:24 am, Jul 17, 2026

Invoice

241

6/07/2026

NET 15

Dear Run Amenity Center

Attn: Natalie

<u>Service</u>	<u>Cost</u>
Week of 6/01	400.00
Total Due:	400.00

Please make checks payable to J&G Commercial Cleaning Services LLC.

Thank you,

Jason & Gretchen Sandoval

Owners

J&G Commercial Cleaning Services LLC

386-986-7445

22 Prince Anthony Ln.

Palm Coast FL, 32164



Approved
Natalie Clem
7/17/2026
1.320.53800.48300

RECEIVED

By Tara Lee at 11:23 am, Jul 17, 2026

Invoice

246

7/12/2026

NET 15

Dear Run Amenity Center

Attn: Natalie

<u>Service</u>	<u>Cost</u>
Week of 7/6	400.00
Total Due:	400.00

Please make checks payable to J&G Commercial Cleaning Services LLC.

Thank you,

Jason & Gretchen Sandoval

Owners

J&G Commercial Cleaning Services LLC

386-986-7445

22 Prince Anthony Ln.

Palm Coast FL, 32164

RECEIVED

By Tara Lee at 12:38 pm, Jul 15, 2026



Approved

Natalie Clem

7/15/2026

1.320.53800.48300

Invoice
247

7/19/2026
NET 15

Dear Run Amenity Center
Attn: Natalie

Service	Cost
Week of 7/13	400.00
Total Due:	400.00

Please make checks payable to J&G Commercial Cleaning Services LLC.

Thank you,

Jason & Gretchen Sandoval
Owners
J&G Commercial Cleaning Services LLC
386-986-7445
22 Prince Anthony Ln.
Palm Coast FL, 32164

RECEIVED
By Tara Lee at 1:37 pm, Jul 26, 2026



Approved
Natalie Clem
7/20/2026
1.320.53800.48300

Riverside Management Services, Inc
475 West Town Place
Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 331
Invoice Date: 7/17/2026
Due Date: 7/17/2026
Case:
P.O. Number:

Bill To:
Deer Run CDD
475 West Town Place, Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Maintenance June 1 - June 30, 2026	96.73	40.00	3,869.20
Maintenance Supplies		1,742.83	1,742.83
Approved			
Facilities Maintenance-\$2,000.00 001.320.53800.50000			
Pressure Washing-\$1,331.58 001.0330.57200.49300			
Amenity Repairs & Replacements-\$1,000.00 001.320.53800.54000			
Office Supplies-\$500.00 001.320.53800.570005612.03			
200Operating Supplies-\$200.00 001.320.53800.53000			
Pool Repairs & Maintenance -\$80.45 001.320.53800.55000			
Contingency -\$500.00 001.320.53800.49000			
Rich Gray			
Total			\$5,612.03
Payments/Credits			\$0.00
Balance Due			\$5,612.03

Alison Moring
7-20-26

RECEIVED

By Tara Lee at 1:45 pm, Jul 26, 2026

**DEER RUN COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE BILLABLE HOURS
FOR THE MONTH OF JUNE 2026**

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
6/1/26	7.97	M.C.	Fixed broken lounge chairs with two new slings, cleaned ceilings of spiders and other insects, painted areas of ceiling that were cleaned, straightened and organized pool deck chairs, tables and umbrellas, removed debris around amenity center, pool deck, courts, parking lot and common areas, checked and changed trash receptacles
6/3/26	8.27	M.C.	Brushed off the ceiling and used wet towel for stubborn areas, painted some more trim on second floor ceiling, straightened and organized pool deck chairs, tables and umbrellas, removed debris around amenity center, pool deck, courts, parking lot and common areas
6/4/26	5.37	M.C.	Straightened and organized pool deck chairs, tables and umbrellas, removed debris around amenity center, parking lots, roadways and at both entrances
6/8/26	6.5	M.C.	Started to paint second story fire place ceiling and wiped down more areas to paint, straightened and organized pool deck chairs, tables and umbrellas, removed debris around amenity center
6/10/26	8.37	M.C.	Put stop sign in outdoor maintenance closet, started painting second floor fire place ceiling, straightened and organized pool deck chairs, tables and umbrellas, removed debris were needed
6/11/26	7.58	M.C.	Started to paint remaining areas on second floor fire place ceiling, restarted both ice makers as outside one was turned off and inside one wasn't properly working, brought in recycling trash receptacles into storage area, removed debris along the roadways, entrances and exits
6/15/26	8.52	M.C.	Found three lounge chairs were the slings needed replacement done and back rotations, started painting second story trim wood shutters, straightened and organized pool deck chairs, tables and umbrellas, removed debris around pool deck, amenity center and common areas were needed
6/17/26	8.17	M.C.	Started to paint second story fire place wood shaded and wiped down more areas to paint, white paint on trim as well, straightened and organized pool deck chairs, tables and umbrellas, removed debris around amenity center
6/18/26	5.65	M.C.	Straightened and organized pool deck chairs, tables and umbrellas, removed debris around amenity center, roadways, entrances and exit, tried to paint but too many bugs and heat, checked and changed trash receptacles
6/22/26	4.97	M.C.	Started painting trim and some spot areas on ceiling, moved gym wipes to closet in gym
6/24/26	8.55	M.C.	Straightened and organized pool deck chairs, tables and umbrellas, removed debris around pool deck, amenity center, courts, roadways, all ponds, entrances and exits, made keys
6/25/26	8.52	M.C.	Started to paint gray trim in second floor fire place, straightened and organized pool deck chairs, tables and umbrellas, removed debris around pool deck and amenity center
6/29/26	8.29	M.C.	Repaired one lounge chair, straightened and organized pool deck chairs, tables and umbrellas, removed debris around amenity center, pool deck, parking lot, roadways, entrances and exits, checked and changed trash receptacles

TOTAL	<u>96.73</u>
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MILES	<u>0</u>
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*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

Period Ending 7/05/26

<u>DISTRICT</u>	<u>DATE</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
DEER RUN	5/22/26	Cleaning Sponges	6.87	N.C.
	5/22/26	Toilet Bowl Cleaner	10.55	N.C.
	5/22/26	Paper Towels	73.21	N.C.
	5/25/26	Water	15.13	N.C.
	5/27/26	Water Cooler Dispenser	326.62	N.C.
	5/27/26	5 Gal Water Jugs	35.60	N.C.
	5/27/26	4x1/4 IN Woven Mini 6pk	13.77	N.C.
	5/29/26	Soap	17.11	N.C.
	5/29/26	Creamer Packets	19.54	N.C.
	5/29/26	HP Instant Ink	109.50	N.C.
	5/31/26	Amazon Prime Membership	17.24	N.C.
	6/2/26	Sign Holder	22.98	N.C.
	6/2/26	Coffee	82.79	N.C.
	6/2/26	Lysol Cleaning Wipes	17.22	N.C.
	6/2/26	Coffee Mate Creamer	39.62	N.C.
	6/3/26	Bolts	12.02	N.C.
	6/3/26	Washers	2.91	N.C.
	6/3/26	Ant Killer	11.78	N.C.
	6/3/26	Pool Pole & Net	80.45	N.C.
	6/9/26	Coffee Cups	21.26	N.C.
	6/9/26	Tweezers	6.84	N.C.
	6/10/26	Cleaning Wipes	9.64	N.C.
	6/10/26	Water Delivery	69.54	N.C.
	6/12/26	Trash Bags	57.49	N.C.
	6/12/26	Gym Wipes	148.55	N.C.
	6/12/26	Stainless Steel Cleaner	20.68	N.C.
	6/12/26	Dust Pan and Brush Set	11.48	M.C.
	6/12/26	No Drip Toilet Bowl and Brush Set (2)	43.63	M.C.
	6/15/26	Disposable Gloves	11.49	N.C.
	6/18/26	Custom Sign Fire Pit	54.03	N.C.
	6/18/26	Paper Towels	27.59	N.C.
	6/18/26	Coffee	33.96	N.C.
	6/20/26	Sign Up Genius	34.49	N.C.
	6/21/26	Constant Contact Monthly Fee	99.73	N.C.
	6/22/26	Behr Paint	88.57	M.C.
	6/22/26	Metal Paint Tray	5.21	M.C.
	6/22/26	Tray Liner 3pk (2)	7.28	M.C.
	6/22/26	9" Pro Frame	8.34	M.C.
	6/22/26	2.0 Angle Sash Short Cut Brush	7.81	M.C.
	6/22/26	9x1/2" Surpass RC 3pk (2)	27.16	M.C.
	6/25/26	6'x9' Canvas Ddrop Cloth	24.59	R.G.
	6/25/26	Paracord Poly Pro White 1/8"x50'	8.59	R.G.
TOTAL			<u>\$1,742.83</u>	

Invoice

Bill To:
Deer Run CDD
475 West Town Place, Suite 114
St. Augustine, FL 32092

Alison Moring
7-20-26

Balance Due	\$1,881.79
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By Tara Lee at 1:50 pm, Jul 26, 2026

SPECIAL EVENTS

Period Ending 7/05/26

<u>DISTRICT</u>	<u>DATE</u>	<u>EVENT</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
DEER RUN	5/22/26	Ice Cream Social	Bowls & Utencils	15.81	N.C.
	5/23/26	Ice Cream Social	Ice Cream Scoops - Refund	-34.47	N.C.
	5/29/26	Paint Night	Canvas	24.13	N.C.
	6/2/26	Kids Pool Party	Ducks	201.24	N.C.
	6/2/26	Craft Night	Large Shells	32.19	N.C.
	6/2/26	Craft Night	Crafting Beads	22.98	N.C.
	6/2/26	Craft Night	Starfish	11.49	N.C.
	6/2/26	Craft Night	Shells	48.27	N.C.
	6/3/26	Craft Night	Starfish	22.98	N.C.
	6/3/26	Bingo	Bingo Prizes	28.75	N.C.
	6/3/26	Bingo	Bingo Prizes	23.00	N.C.
	6/3/26	Bingo	Bingo Prizes	149.50	
	6/3/26	Bingo	Candy	43.46	N.C.
	6/3/26	Bingo	Bingo Prizes	23.00	N.C.
	6/4/26	Bingo	Bingo Prizes	46.00	N.C.
	6/4/26	Bingo	Bingo Prizes	74.75	N.C.
	6/4/26	Craft Night	Shells	44.82	N.C.
	6/5/26	Kids Pool Party	Prizes	197.80	N.C.
	6/6/26	Kids Pool Party	Candy	87.52	N.C.
	6/6/26	Kids Pool Party	Pinatas	45.72	N.C.
	6/6/26	Kids Pool Party	Pinata Sticks	21.46	N.C.
	6/8/26	Craft Night	Canvas	22.98	N.C.
	6/8/26	Craft Night	Paint	54.07	N.C.
	6/8/26	Craft Night	Table Covers	6.83	N.C.
	6/9/26	Ice Cream Social	Ice Cream Scoopers	48.20	N.C.
	6/9/26	Ice Cream Social	Table Cloth Party Décor	10.34	N.C.
	6/9/26	Social Events	Freezer	227.69	N.C.
	6/10/26	Meet & Greet	Donuts	88.71	N.C.
	6/10/26	Meet & Greet	Beverages	23.00	N.C.
	6/10/26	Meet & Greet	Paper Plates	6.89	N.C.
	6/12/26	Bingo	Bingo Prizes	46.00	N.C.
	6/12/26	Bingo	Bingo Prizes	46.00	N.C.
	6/12/26	Ice Cream Social	Ice Cream Bowls	22.99	N.C.
	6/16/26	Ice Cream Social	Ice Cream Toppings	30.59	N.C.
	6/16/26	Ice Cream Social	Serving Gloves	2.21	N.C.
	6/16/26	Ice Cream Social	Napkins	6.90	N.C.
	6/16/26	Ice Cream Social	Ice Cream	63.19	N.C.
	6/18/26	Paint Night	Paint Markers	44.83	N.C.
TOTAL				<u>\$1,881.79</u>	

DEER RUN
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2026

Gross Assessments \$ 1,773,086.51 \$ 1,076,781.38 \$ 696,305.13
Net Assessments \$ 1,666,701.32 \$ 1,012,174.50 \$ 654,526.82

ON ROLL ASSESSMENTS

								Series 2018		
								60.73%	39.27%	100.00%
DATE	Check#	DESCRIPTION	GROSS AMT	COMMISSIONS	DISC/PENALTY	INTEREST	NET RECEIPTS	O&M Portion	DSF Portion	Total
10/16/25	69608	Bank Interest	\$ 822.81	\$ -	\$ -	\$ -	\$ 822.81	\$ 822.81	\$ -	\$ 822.81
10/30/25	8214	Unspent Revenue	\$ 3,955.41	\$ -	\$ -	\$ -	\$ 3,955.41	\$ 3,955.41	\$ -	\$ 3,955.41
11/17/25	69721	10/01/25-11/13/25	\$ 152,744.98	\$ 3,054.90	\$ -	\$ -	\$ 149,690.08	\$ 90,905.60	\$ 58,784.48	\$ 149,690.08
11/26/25	69774	11/14/25-11/23/25	\$ 81,538.02	\$ 1,566.22	\$ 3,227.05	\$ -	\$ 76,744.75	\$ 46,606.48	\$ 30,138.27	\$ 76,744.75
12/15/25	69920	11/24/25-12/11/25	\$ 1,401,527.46	\$ 28,030.55	\$ -	\$ -	\$ 1,373,496.91	\$ 834,113.78	\$ 539,383.13	\$ 1,373,496.91
12/22/25	69946	12/12/25-12/18/25	\$ 5,843.69	\$ 116.87	\$ -	\$ -	\$ 5,726.82	\$ 3,477.85	\$ 2,248.97	\$ 5,726.82
1/28/26	70155	12/19/25-01/20/26	\$ 17,378.00	\$ 338.08	\$ 473.88	\$ -	\$ 16,566.04	\$ 10,060.42	\$ 6,505.62	\$ 16,566.04
3/3/26	70363	01/21/26-02/21/26	\$ 6,219.32	\$ 124.39	\$ -	\$ -	\$ 6,094.93	\$ 3,701.40	\$ 2,393.53	\$ 6,094.93
3/27/26	70493	02/22/26-03/22/26	\$ 12,982.68	\$ 259.65	\$ -	\$ -	\$ 12,723.03	\$ 7,726.60	\$ 4,996.43	\$ 12,723.03
4/29/26	70697	03/23/26-04/23/26	\$ 23,524.64	\$ 470.50	\$ -	\$ -	\$ 23,054.14	\$ 14,000.60	\$ 9,053.54	\$ 23,054.14
6/16/26	70925	06/14/26-06/15/26	\$ 4,156.92	\$ 83.14	\$ -	\$ -	\$ 4,073.78	\$ 2,473.97	\$ 1,599.81	\$ 4,073.78
TOTAL			\$ 1,710,693.93	\$ 34,044.30	\$ 3,700.93	\$ -	\$ 1,672,948.70	\$ 1,017,844.93	\$ 655,103.77	\$ 1,672,948.70

103%	Gross Percent Collected
\$ -	Balance Remaining to Collect

Deer Run
Community Development District

475 West Town Place, Suite 114 St. Augustine, FL 32092
Phone: 904-940-5850

July 31, 2026

Janet Ricardo
Corporate Trust Department
Regions Bank
51 W Bay Street
Jacksonville, FL 32202

RE: Deer Run CDD Series 2018 Special Assessment Bonds

Dear Ms. Ricardo:

Enclosed please find the following check number(s):

<u>Check#</u>	<u>Amount</u>	<u>Series</u>
2669	\$10,653.35	2018 Revenue Account # 1001007027

Please deposit in the respective Revenue Trust Account Series listed above.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Alison Mossing

Alison Mossing
District Accountant

OTIS

11760 U.S. Hwy 1
West Tower, Suite 103
Palm Beach Gardens, FL 33408

CUSTOMER NO.	DATE	INVOICE NO.
59688227	07/06/26	TAJ20924001

AMOUNT DUE
9,786.60

INVOICE

PAYMENT DUE UPON RECEIPT

MAIL PAYMENT TO: 
OTIS ELEVATOR COMPANY
P.O. BOX 730400

DALLAS TX
753730400

DEER RUN
475 WEST TOWN PLACE
SUITE 114
ST. AUGUSTINE FL
32092

ENCLOSE THIS COUPON WITH YOUR PAYMENT.
MAKE CHECK PAYABLE TO: OTIS ELEVATOR COMPANY

TO PAY YOUR INVOICES ONLINE, OR TO SET UP
RECURRING PAYMENTS, PLEASE VISIT OUR
PAYMENT PORTAL AT:
[HTTPS://OTIS.PAYINVOICEDIRECT.COM/](https://otis.payinvoicedirect.com/)

INVOICE

DETACH RETURN DOCUMENT ALONG PERFORATION

OTIS ELEVATOR COMPANY
** INVOICE CHARGES **

BUILDING REFERENCE	CUSTOMER NO.	DATE	INVOICE NO.
GRAND RESERVE AMENITY CEN 501 GRAND RESERVE DR	59688227	07/06/26	TAJ20924001
BUNNELL 32110	FL		

100% DOWN PAYMENT: CLEAN SCRAPE AND PAINT PIT &
REINSPECT PROPOSAL
QTE-002470444

RECEIVED

By Tara Lee at 11:11 am, Jul 13, 2026

Approved
Capital Outlay
033.600.53800.60000
Rich Gray

SUBTOTAL	9,786.60
TAX	.00
FREIGHT	.00
TOTAL AMOUNT DUE	9,786.60

ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT OTIS

AT: (844-636-6847)

WE CERTIFY THAT GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF. OVERDUE PAYMENTS SHALL BEAR AN INTEREST CHARGE OF THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS. A PROCESSING FEE WILL BE APPLIED TO CREDIT CARD PAYMENTS.

OTIS

11760 U.S. Hwy 1
West Tower, Suite 103
Palm Beach Gardens, FL 33408

CUSTOMER NO.	DATE	INVOICE NO.
59688227	07/09/26	TAJ20954001

AMOUNT DUE
1,200.00

INVOICE

PAYMENT DUE UPON RECEIPT

MAIL PAYMENT TO: 
OTIS ELEVATOR COMPANY
P.O. BOX 730400
DALLAS TX
753730400

DEER RUN
475 WEST TOWN PLACE
SUITE 114
ST. AUGUSTINE FL
32092

ENCLOSE THIS COUPON WITH YOUR PAYMENT.
MAKE CHECK PAYABLE TO: OTIS ELEVATOR COMPANY

TO PAY YOUR INVOICES ONLINE, OR TO SET UP
RECURRING PAYMENTS, PLEASE VISIT OUR
PAYMENT PORTAL AT:
[HTTPS://OTIS.PAYINVOICEDIRECT.COM/](https://otis.payinvoicedirect.com/)

INVOICE

DETACH RETURN DOCUMENT ALONG PERFORATION

OTIS ELEVATOR COMPANY
** INVOICE CHARGES **

BUILDING REFERENCE	CUSTOMER NO.	DATE	INVOICE NO.
GRAND RESERVE AMENITY CEN 501 GRAND RESERVE DR	59688227	07/09/26	TAJ20954001

BUNNELL FL
32110

100% DOWN PAYMENT: STANDBY FOR CUSTOMER VENDOR.
PER
PROPOSAL#QTE-002485649

Approved
Capital Outlay
033.600.53800.60000
Rich Gray

RECEIVED

By Tara Lee at 11:09 am, Jul 13, 2026

SUBTOTAL	1,200.00
TAX	.00
FREIGHT	.00
TOTAL AMOUNT DUE	1,200.00

ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT OTIS

AT: (844-636-6847)

WE CERTIFY THAT GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF. OVERDUE PAYMENTS SHALL BEAR AN INTEREST CHARGE OF THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS. A PROCESSING FEE WILL BE APPLIED TO CREDIT CARD PAYMENTS.

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Deer Run CDD

Board Meeting Date: July 22, 2026

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Barbara DeSantis	✓	Yes (\$200)
2	Melissa Tabares	✓	Yes (\$200)
3	Franklin Gates	✓	Yes (\$200)
4	Gary Masten	✓	Yes (\$200)
5	Gary Garner	✓	Yes (\$200)

The supervisors present at the above referenced meeting should be compensated accordingly.

Approved for Payment:



District Manager Signature

7.23.26
Date

****RETURN SIGNED DOCUMENT TO District Accountant****